



**COUNTY OF MOHAVE
NOTICE OF REQUEST FOR PROPOSALS**

RFP NO. 24P07

Veterinary Services

INTERESTED OFFERORS MAY DOWNLOAD A COPY OF THIS SOLICITATION FROM THE MOHAVE COUNTY PROCUREMENT DEPARTMENT WEB SITE AT: <http://procurementbids.mohave.gov> INTERNET ACCESS IS AVAILABLE AT ALL PUBLIC LIBRARIES. INTERESTED OFFERORS MAY ALSO OBTAIN A COPY OF THIS SOLICITATION BY CALLING (928) 753-0752.

Competitive sealed proposals for the specified material or service shall be received by the Procurement Department, 700 W. Beale Street, 1st Floor East, Kingman, Arizona 86401, until the time and date cited. Proposals received by the correct time and date shall be publicly recorded. The Mohave County Procurement Department takes no responsibility for informing recipients of changes to the original solicitation document. Failure to submit amendments with the solicitation response may be grounds for deeming the submittal non-responsive.

Proposals shall be in the actual possession of the Procurement Department, at the location indicated, on or prior to the exact time and date indicated above. Late proposals shall not be considered. The prevailing clock shall be the Mohave County Procurement Department clock.

Proposals shall be submitted in a sealed envelope. The Request for Proposal's **number, Offeror's name, and address** shall be clearly indicated **on the outside** of the envelope. All Proposals must be completed in blue or black ink, or typewritten. Written questions regarding this RFP must be received by the Procurement Department no later than **March 11, 2024**. Questions must be addressed to the Procurement Officer listed below.

RFP DUE DATE & TIME: **March 21, 2024, AT 2:00 P.M. (AZ TIME)**

PROPOSAL SUBMITTAL LOCATION: Mohave County Procurement Department
700 W. Beale Street, 1st Floor East
Kingman, Arizona 86401

PRE-PROPOSAL WEB CONFERENCE DATE: **March 7, 2024, AT 10:00 A.M. (AZ TIME)**

[Click here to join the meeting](#)

Meeting ID: 213 140 972 826

Passcode: FDbHD4

[Download Teams | Join on the web](#)

Or call in (audio only)

[+1 623-473-7231,401270907#](#)

Phone Conference ID: 401 270 907#

QUESTIONS SHALL BE DIRECTED TO:

MORGAN MICHAELS, CPPB
PROCUREMENT SUPERVISOR

(928) 753-0752, EXT. 1

MichaM@mohave.gov

Mohave County Department of Procurement

700 W. Beale Street, 1st Floor East

P.O. Box 7000

Kingman, Arizona 86402-7000

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SCOPE OF SERVICES

1. INTENT

- A. The intent of this solicitation is to select one or more qualified providers of veterinary services for canine and feline animals in the care of Mohave County. Bidders may choose to provide services for one, some, or all of the care requested in Section 3, Scope of Services.

2. TECHNICAL REQUIREMENTS

- A. Contractor shall be or employ a current Arizona-licensed Veterinarian engaged in providing animal medical services, to include some or all of the following: consultation, examination, treatment, office and/or on-site visits, surgery, dog and cat surgical sterilization, euthanasia and emergency after hours veterinary care. The Contractor shall maintain the necessary license(s), for the duration of this contract.
- B. Veterinary Technicians shall be a graduate of a Veterinary Technician program or trade school and/or possess relevant training and knowledge in assisting with animal care. Veterinary Technician shall be an employee of Contractor.
- C. Veterinary procedures provided under this Contract will require no County staff assistance with veterinary procedures of any kind.
- D. Procedures performed under this Contract shall be performed at a facility operated by Contractor or in the County's Shelter medical and surgical room.
- E. A large number of spay/neuter procedures may be required to be performed in succession if the Contractor is bidding to provide sterilization services. The nature of the work requires the ability to perform surgical sterilizations for long periods of time.
- F. Contractor providing Routine Care and Surgical Care shall provide the approximate number of hours or approximate number of each procedure or service bid upon.
- G. All transportation of animals from a Mohave County facility to and from the Contractor's office/clinic will be the responsibility of the County. If the veterinarian bids to conduct the services at the County facility, travel expenses should be calculated in the cost of services.

3. SCOPE OF SERVICES

- A. **ROUTINE CARE:** If bidding to supply routine care, hourly rates for general veterinary animal medical services shall be the rate paid to Contractor by County for labor related to routine non-surgical animal medical services performed by the Contractor as listed in Form 2.

- 1. Routine Care labor hourly rates shall be paid according to who performs work as Veterinarian or Veterinary Technician, indicating actual time spent for each in the monthly billing.
- 2. Should Contractor prefer to offer a flat rate for services provided, please include this in a Supplementary Price List.

- B. **SURGICAL CARE:** Hourly rates for surgical veterinary animal medical services shall be the rate paid to Contractor by County for labor related to surgical animal medical services performed by the Contractor as listed in Form 1.

- 1. Surgical Care labor hourly rates shall be paid according to who performs work as Veterinarian or Veterinary Technician, indicating actual time spent for each in the monthly billing.

2. Should Contractor prefer to offer a flat rate for services provided, please include this in a Supplementary Price List.

C. EMERGENCY CARE: If bidding to supply emergency after hours care, hourly rates for emergency veterinary animal medical services provided during non-standard business hours shall be the rate paid to Contractor by County for labor related to emergency animal medical services performed by the Contractor as listed in Form 1.

1. Emergency Care labor hourly rates shall be paid according to who actually performs the work as Veterinarian or Veterinary Technician.

2. County shall coordinate with any and all Contractors chosen for this service to ensure coverage of Emergency Care is available at all times.

3. Services provided during hours in which Routine Care and Surgical Care are available shall not be considered Emergency Care.

D. ROUTINE STERILIZATIONS: If bidding to provide routine animal sterilizations (spay and neuter operations on cats and dogs not requiring non-standard sterilization techniques or equipment), those procedures performed by Contractor will be paid for by the County on a per animal basis according to animal species and sex as listed in Form 1.

1. Non-routine animal sterilizations and complications requiring surgical procedures arising from routine sterilization procedures shall be considered surgical care or emergency care as appropriate under this Contract and must be authorized by designated Mohave County staff.

2. The “per animal” cost of routine animal sterilizations performed by Contractor shall be all inclusive to include all expenses, labor, temporary animal housing the day of the procedure, and supplies.

3. If bidding to provide this service, routine animal sterilizations are expected to be performed by Contractor in rapid succession at least once per week.

E. SUPPLIES AND LABORATORY WORK: For routine, surgical, and emergency care Contractor shall provide supplies and laboratory work necessary for the veterinary services provided to County. The Contractor shall provide their best available price, understanding that the service to the County will likely be in bulk.

F. BOARDING: Contractor will provide housing, feed, and otherwise care for animals requiring short-term boarding services if necessary and shall be paid by County for these services on a per day basis according to species and size as listed in Form 1.

1. The “per day” cost of animal boarding services provided by Contractor shall be all inclusive to include all routine labor and supplies related to housing the animal.

2. Temporary animal housing and non-medical care provided by the Contractor during the course of a single business day shall not incur expenses to County.

G. SUPPLEMENTARY PRICE LIST: If a Supplementary Price List is a part of this Contract that lists a price for specific service or material, the specific price on the Supplementary Price List shall prevail.

4. AUTHORIZATION AND PAYMENT

- A. All work performed under this Contract shall be authorized in writing by designated Mohave County staff prior to services being administered by Contractor. Unauthorized services performed shall not be paid by the County to the Contractor.
- B. Contractor shall prepare monthly invoices for the services provided under the Contract. The invoice shall be for work provided during the previous month and shall include: the services provided, the date of the service, and each expense shall be listed by category and quantity.

5. DOCUMENTATION OF SERVICES PERFORMED

- A. A standard discharge Form, including diagnosis, treatment plan, medication, dosage and any special instructions for each animal shall be supplied to County upon discharge of the animal. Should the proper paperwork not be ready at the time of discharge, if the animal is at Contractor's facility, and if near the close of business, the Contractor shall keep the animal at no charge to the County until the paperwork is completed and ready to be supplied to the County with the animal.
- B. Any medication given to the pet from the Contractor shall come labeled with instructions. If the County has the necessary medication on hand, Contractor shall supply a label to include animal's name, dosage and instructions. If there will be a charge for the label, this charge shall be included in the Supplementary Price List, as described above.

INSTRUCTIONS TO OFFERORS

1. PRE-PROPOSAL WEB CONFERENCE:

The date and time of a prospective pre-proposal web conference are indicated on the cover page of this document. The purpose of this web conference will be to clarify the contents of this Request for Proposals to prevent any misunderstanding of the County's position. Any doubt as to the requirements of this Request for Proposals or any apparent omission or discrepancy should be presented to the County at this web conference. The County will then determine the appropriate action necessary, if any, and issue a written amendment to the Request for Proposals. Oral statements or instructions will not constitute an amendment to this Request for Proposals. "Persons with a disability or that are unable to physically attend may request a reasonable accommodation by contacting the responsible Procurement Officer at (928) 753-0752. Requests for accommodations must be made forty-eight (48) hours in advance of the event."

2. PROPOSAL FORMAT:

Original and 2 copies (3 total) of each proposal in paper hard copy format, on the forms and in the format specified in the RFP. The original copy of the proposal should be clearly labeled "Original" and shall be unbound and single-sided. The material should be in sequence and related to the RFP. **The sections of the submittal should be tabbed, clearly identifiable and shall include the signed Offer and Acceptance.** The County will not provide any reimbursement for the cost of developing or presenting proposals in response to this RFP. Failure to include the requested information may have a negative impact on the evaluation of the offeror's proposal.

3. PREPARATION OF PROPOSAL:

- 3.1. All proposals shall be on the forms provided in this RFP. It is permissible to copy these forms as required. Facsimiles, telegraphic proposals or mailgrams shall not be considered.
- 3.2. The Offer Form shall be submitted with an original ink signature by the person authorized to sign the proposal.
- 3.3. Proposals shall include all information requested and include any other required forms or certifications. At a minimum, the proposal shall include FORM 1 – TITLE PAGE, FORM 2 - PRICE PROPOSAL, FORM 3 – REFERENCES, FORM 4 – QUESTIONNAIRE, and the OFFER FORM.
- 3.4. Erasures, interlineations, or other modifications in the proposal shall be initialed in original ink by the authorized person signing the vendor offer.
- 3.5. In case of error in the extension of prices in the proposal, unit price shall govern when applicable.
- 3.6. Periods of time, stated as a number of days, shall be in calendar days.
- 3.7. It is the responsibility of all offerors to examine the entire RFP and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting a proposal. Negligence in preparing a proposal confers no right of withdrawal after due time and date.

4. CONFLICT OF INTEREST:

For purposes of determining any possible conflict of interest, all Offerors **must disclose** if any current Mohave County employee is also an owner, corporate officer, or employee of your business. Offerors are to indicate on the Offer Page of this solicitation either "Yes" (County employee is associated with your business), or "No." If "Yes", Offerors must provide the name(s) of the County employee(s) and the position(s) County employee(s) hold within your business where indicated.

5. WHERE TO SUBMIT PROPOSALS:

In order to be considered, the offeror must complete and submit their proposal to the Procurement Office at the location indicated, or prior to the exact time and date indicated on the Notice of Request for Proposal page. The offeror's proposal shall be presented in a sealed envelope. The words "SEALED PROPOSAL" with SERVICE DESCRIPTION, CONTRACT NUMBER, DATE AND TIME OF PROPOSAL OPENING shall be written on the envelope.

6. OFFER AND ACCEPTANCE PERIOD:

In order to allow for an adequate evaluation, the County requires an offer in response to this solicitation to be valid and irrevocable for ninety (90) days after the opening time and date.

7. INQUIRIES:

Any question related to a RFP shall be directed to the Procurement Officer whose name appears on the front side of this document. The offeror shall not contact or ask questions of the department for whom the requirement is being procured. Questions should be submitted in writing when time permits. The Procurement Officer may require any and all questions to be submitted in writing at the Procurement Officer's sole discretion. Any correspondence related to a solicitation should refer to the appropriate RFP number, page and paragraph number. However, the offeror must not place the number on the outside of an envelope containing questions since such an envelope may be identified as a sealed proposal and may not be opened until after the official proposal due time and date. Oral interpretations or clarifications will be without legal effect. Only questions answered by formal written Amendment will be binding.

8. REQUEST FOR ADDITIONAL INFORMATION:

The County reserves the right to request additional information from Offerors for the purpose of clarifying the contents of their proposal. Any such request shall be for informational purposes only and does not constitute discussions.

9. CONTRACT NEGOTIATIONS:

The County reserves the right to enter into negotiations with the Offeror(s) determined to be reasonably susceptible of being selected for award, or to enter into exclusive negotiations with the Offeror whose proposal is deemed most advantageous, whichever is in the County's best interest, for the purpose of negotiation. In the event that exclusive negotiations are conducted and an agreement is not reached, the County reserves the right to enter into negotiations with the next highest ranked Offeror without the need to repeat the formal solicitation process.

10. AWARD OF CONTRACT:

10.1. Notwithstanding any other provision of the RFP, the County reserves the right to:

- 10.1.1. Waive any immaterial defect or informality; or
- 10.1.2. Reject any or all proposals, or portions thereof; or
- 10.1.3. Reissue the Request for Proposal.

10.2. A response to any RFP is an offer to contract with the County based upon the terms, conditions, and specifications contained in the County's RFP. Proposals do not become contracts unless and until they are executed by the County's Procurement Director or the Mohave County Board of Supervisors. A contract has its inception in the award, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the Contract are contained in the RFP, unless any of the terms and conditions are modified by an Amendment, or by mutually agreed terms and conditions in the Contract.

11. FAMILIARIZATION OF SCOPE OF WORK:

Before submitting a proposal, the Offeror shall familiarize itself with the Scope of Work, laws, regulations and other factors affecting performance of work. It shall carefully review the requirements of the RFP and otherwise satisfy itself as to the expense and ability to satisfy the requirements as listed in the RFP. The submission of a Proposal will constitute a representation of compliance by the Offeror. There will be no subsequent financial adjustment, other than that provided by the Contract.

12. LATE PROPOSALS:

Late proposals will not be considered. Kingman is considered a “rural” area by many express delivery carriers and thus, they **do not** guarantee priority delivery (next day). Offerors are encouraged to keep this in mind when arranging delivery of their proposals and are advised herein that late proposals will be rejected and returned to the Offeror regardless of reason for being late.

13. WITHDRAWAL OF PROPOSAL:

At any time prior to the solicitation due date and time an offeror (or designated representative) may withdraw their Offer. Facsimile or telephone withdrawals shall not be considered.

14. SOLICITATION AMENDMENTS:

The Offeror shall acknowledge receipt of a Solicitation Amendment by signing and returning the document by the specified due time and date. Amendments may be obtained from the County’s Procurement website at: <http://procurementbids.mohave.gov>. It is the Offeror’s responsibility to obtain a copy of any amendment relevant to this solicitation. Internet access is available at all public libraries. Any interested offerors without internet access may obtain a copy of this solicitation by calling (928) 753-0752, or a copy may be picked up during regular business hours at the Department of Procurement, 700 W. Beale Street, First Floor East, Kingman, Arizona 86402-7000. The County of Mohave takes no responsibility for informing recipients of changes to the original solicitation document. Failure to submit signed amendments with the proposal response may be grounds for deeming the proposal response non-responsive.

15. CONFIDENTIAL INFORMATION:

If a person believes that any portion of a proposal, bid, offer, specification, protest, or correspondence contains information that should be withheld, the Offeror must include in their Offer, as a separate document, a listing of the specific content that is being requested to be maintained as confidential with an explanation for the request. The Procurement Director will review all requests for confidentiality and provide a written determination. If the confidential request is denied, such information will be disclosed as public information, unless the person utilizes the "Protest" provision.

16. SUBCONTRACTORS:

Offeror must list any subcontractor/s that will be utilized in the performance of services herein. For each subcontractor, detail on respective qualifications must be included.

17. UPON NOTICE OF INTENT TO AWARD:

The apparent successful offeror shall sign and file with the County, within **ten (10) days** after Notice of Intent to Award, all documents necessary to the successful execution of the Contract.

18. EXCEPTIONS TO CONTRACT PROVISIONS:

A response to any RFP is an offer to contract with the County based upon the contract provisions contained in the County's RFP, including but not limited to, the specifications, scope of services and any terms and conditions. Offerors who wish to propose modifications to the contract provisions must clearly identify the proposed deviations and any proposed substitute language and clearly demonstrate how the County will be better served by the substitute language. However, the provisions of the RFP cannot be modified without the express written approval of the Procurement Director or his designee. If a proposal or offer is returned with modifications to the contract provisions that are not expressly approved in writing by the Procurement Director or his designee, the contract provisions contained in the County's RFP will prevail.

19. PROPOSAL RESULTS:

Proposal results **are not** provided in response to telephone inquiries. A tabulation of proposals received is on file in the Procurement Department and available for review after official contract award.

20. VENDOR APPLICATION:

Prior to the award of a contract, the successful Offeror shall have a completed vendor application on file with the Department of Procurement. The Vendor Application may be downloaded off of the Procurement Department website at: procurementregistration.mohave.gov Internet Access is available for use at all County public libraries.

21. EVALUATION SCORING CRITERIA: Evaluation of each offer received under this RFP shall be based upon the following scoring criteria listed in their relative order of importance:

21.1 QUALIFICATIONS & EXPERIENCE (40 Points)

- 21.1.1 A narrative describing the history of the veterinary services provider.
- 21.1.2 Provide qualifications & experience of the proposed employees who would be providing services under this contract.
- 21.1.3 Provide a minimum of three (3) references the County for the County to contact on Form 3 - References.
 - 21.1.3.1 The references may be asked to provide responses to a reference questionnaire provided by the County. The responses may be considered for scoring purposes.
- 21.1.4 Describe your staff's experience working with animal shelters.
- 21.1.5 Past performance with the County. County staff's experience with the Offeror will be considered.

21.2 METHOD OF APPROACH (35 Points)

- 21.2.1 Explain your firm's approach to ensure that the Scope of Services will be provided.
- 21.2.2 Explain your approach to curing issues when the County finds that service has been insufficient.
- 21.2.3 Describe surgical and medical services offered.
- 21.2.4 Describe boarding services offered.
- 21.2.5 Describe your firm's approach to providing large numbers of spay/neuter procedures in succession on a regular basis.

21.2.6 Is your company able to provide services on-site at the Mohave County Animal Shelter?

21.2.7 List hours of operation, including any emergency hours.

21.3 PRICE PROPOSAL (25 Points)

21.3.1 Provide price proposal as requested on Form 2 - Price Proposal.

22. The proposal review and evaluation process will be conducted utilizing a fair and objective process that adheres to Mohave County's Procurement Policy and all other applicable state and federal regulations.

23. All proposals will be evaluated by impartial evaluators and scored using a scoring rubric. Proposals receiving an overall rating of 75 points or above will be considered as qualified to receive an award. Proposals will be scored based on an assessment by the Evaluation Committee.

24. The Evaluation Committee may select a proposal based on the initial information received without modification; however, the committee reserves the right to request additional data and conduct oral interviews, and/or conduct a management review of the evaluation process prior to making a recommendation of an award to Mohave County Board of Supervisors.

25. Offerors will be evaluated on their demonstrated ability to provide services described in this RFP as well as;

25.1. Meeting the minimum eligibility requirements. Ineligible Offerors will be notified in writing

25.2. The successful submission and review of their proposal

25.3. Offers may be rejected if it is determined to be in the best interest of the County.

26. AWARD PROCESS

26.1. Each Offeror will be notified in writing of the award determination.

26.2. If the Evaluation Committee determines, based on a review of the offer, that the Offeror may not be able to fulfill contract expectations, the County reserves the right not to enter into contract with the organization, regardless of the ranking and/or approval of the applicant's proposal.

26.3. Upon contract award and approval, the County reserves the right to modify or alter the requirements and standards as set forth in this RFP based on program requirements mandated by state or federal agencies. In such instances, the County will not be held liable for provisions in the RFP package that become invalid.

SPECIAL TERMS AND CONDITIONS

1. INSURANCE REQUIREMENTS:

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

1.1. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

1.1.1. Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage and broad form contractual liability coverage. The policy shall be endorsed to include the following additional insured language: "The County of Mohave shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Each Occurrence \$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: "**The County of Mohave shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor**".
- b. Policy shall contain a **waiver of subrogation** against the County of Mohave

1.1.2. Worker's Compensation and Employers' Liability

- Workers' Compensation Statutory
- Employers' Liability
- Each Accident \$1,000,000
- Disease – Each Employee \$1,000,000
- Disease – Policy Limit \$1,000,000
- Policy shall contain a waiver of subrogation against the County of Mohave.

1.2. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

- 1.2.1. On insurance policies where the County of Mohave is named as an additional insured, the County of Mohave shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.

1.2.2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

1.2.3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

1.3. **NOTICE OF CANCELLATION:**

Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **(County of Mohave Department Representative's Name & Address)** and shall be sent by certified mail, return receipt requested.

1.4. **ACCEPTABILITY OF INSURERS:**

Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

1.5. **VERIFICATION OF COVERAGE:**

Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the County before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to Mohave County Procurement. The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

1.6. **SUBCONTRACTORS:**

Contractors' certificate(s) shall include all subcontractors as additional insureds under its policies **or** Contractor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

1.7. **APPROVAL:**

Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

2. **CONTRACT TYPE, TERM AND RENEWAL:**

2.1. **Contract Type:** All costs will be firm, fixed and fully loaded to include all incidental and associated costs necessary to provide all specified services herein and be paid on cost reimbursement basis. County will not be liable for any reduction in funding. Offeror's submitted pricing proposal must be able to stand alone in the event that County, under its option(s) to amend or terminate any contract resulting from this solicitation, opts to terminate contracted services provision.

2.2. **Contract Term and Renewal:** The term of the Contract shall commence on July 1, 2024 or a date mutually agreed upon by Contractor and County, and shall remain in effect for a period of **one (1) year** thereafter, unless terminated, canceled or extended as otherwise provided herein. The Contractor agrees that the County shall have the right, at its sole option, to renew the contract for Four (4) additional one-year renewal periods or portions thereof upon expiration of the initial contract term. In the event that the County exercises such rights, all terms, conditions and

provisions of the original contract shall remain the same and apply during the renewal period with the possible exception of rate adjustments and minor scope additions and/or deletions which may be agreed upon.

3. RATE ADJUSTMENTS:

3.1. The County will review **fully documented** requests for rate adjustments after services have been successfully provided for a one (1) year period. Rate adjustments **will only be considered at the time of contract renewal** and will be a factor in the renewal review process.

Contractor shall furnish written price adjustment figures, keyed to industry and changes, at least ninety (90) days prior to the contract expiration date to substantiate any claim for increase. County will determine whether the requested rate adjustment or an alternate option, is in the best interest of the County. Any rate adjustment will become effective upon approval by the County's Board of Supervisors on the effective date of the contract renewal and shall remain in effect during the renewal period. **If the parties to the contract cannot agree on renewal terms, it is hereby understood that the County may opt not to renew the Contract.**

4. CONFIDENTIALITY OF RECORDS:

The Contractor shall establish and maintain procedures and controls, that are acceptable to the County for the purpose of assuring that no information contained in its records or obtained from the County or from others in carrying out its functions under the contract shall be used or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. Persons requesting such information should be referred to the County. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of the Contractor as needed for the performance of duties under the contract, unless otherwise agreed to in writing by the County.

5. KEY PERSONNEL:

It is essential that Contractor provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. Contractor must agree to assign specific individuals to the key positions. **Contractor agrees that, once assigned to work under this contract, key personnel shall not be removed or replaced without ten (10) days prior written notice to the County. If key personnel are not available for work under this contract for a continuous period exceeding thirty (30) calendar days or are expected to devote substantially less effort to the work than initially anticipated, Contractor shall immediately notify the County, and shall, subject to the concurrence of the County, replace such personnel with personnel of substantially equal ability and qualifications.**

6. EXCEPTIONS TO CONTRACT PROVISIONS:

A response to this RFP is an offer to contract with the County based upon the contract provisions contained in the County's RFP, including but not limited to, the specifications, scope of services and any terms and conditions. Offerors who wish to propose modifications to the contract provisions must clearly identify the proposed deviations and any proposed substitute language. However, the provisions of the RFP cannot be modified without the express written approval of the Procurement Director or his/her designee. If a proposal or offer is returned with modifications to the contract provisions that are not expressly approved in writing by the Procurement Director or his/her designee, the contract provisions contained in the RFP shall prevail.

7. CERTIFICATES AND LICENSES:

The successful offeror shall possess all necessary and valid licenses and certificates required for performance of the work specified herein. Current copies of all applicable licenses and certificates shall be provided to the County within twenty-four (24) hours upon demand at any time prior to and during the contract term.

8. QUALITY OF WORK:

Contractor shall be responsible for the professional quality and technical accuracy of the services provided under this contract. Contractor shall perform the services under this contract in accordance with generally accepted professional and industry standards. All services shall conform to and be in compliance with applicable federal, state and local statutes, rules, codes, laws, ordinances, regulations and restrictions.

9. NEW PRODUCTS OR SERVICES:

Mohave County, at its sole discretion may allow new products or services, or expansion of existing services identified by the Contractor or Mohave County to be incorporated. The request may be submitted at any time during the Contract period. The requested products or services shall align with the current Scope of Services.

10. TRANSITION ACTIVITIES:

There shall be a transition of services for a period determined by Mohave County. During this period, the new Contractor shall work closely with Mohave County personnel and/or staff to ensure a smooth and complete transfer of duties and responsibilities. An authorized representative from Mohave County shall coordinate all transition activities. A transition plan will be developed with the new Contractor to implement the transfer of duties.

All records, electronic or otherwise, shall be preserved and provided to Mohave County or the new Contractor at no cost in a format/medium approved by and within the timeframe established by Mohave County for any future transition of services.

1. **AMERICANS WITH DISABILITIES ACT:** The Consultant shall comply with all applicable provisions of the Americans with Disabilities Act, Public Law 101-336, 42 U.S.C. 12101-12213, and applicable federal regulations under the Act.
2. **APPLICABLE LAW:** This contract shall be governed by, and the County and Contractor shall have all remedies afforded each by the Uniform Commercial Code, as adopted in the State of Arizona, except as otherwise provided in this contract or in laws pertaining specifically to the County. This contract shall be governed by the law of the State of Arizona, and suits pertaining to this contract shall be brought only in Federal or State courts in the State of Arizona.
3. **ARBITRATION:** It is understood and agreed that no provision of the contract relating to arbitration or requiring arbitration shall apply to or be binding upon the County except by the County's express written consent given subsequent to the execution of the contract. However, at the County's sole option, or by other means expressly approved by the County, disputes may be resolved through arbitration. The dispute shall be resolved as provided for in A.R.S. § 12-1501, et seq. Contractor shall continue to render the services required by this contract without interruption, notwithstanding the provisions of this section.
4. **ASSIGNMENT OR DELEGATION:** No assignment of this Agreement or subcontract shall be made by the Provider with any other party for furnishing any of the services herein contracted for without the advance written approval.
5. **CONFIDENTIALITY OF RECORDS:** The Provider shall establish and maintain procedures and controls that are acceptable to the Department and Arizona Department of Health Services for the purpose of assuring that no information contained in its records or obtained from the Department or from others in carrying out its functions under this Contract shall be used or disclosed by it, its agents, officers, or employees, except as is essential to the performance of duties under this Contract.
6. **CONTRACT AMENDMENTS:** This Contract shall be modified only by a written contract amendment signed by persons duly authorized to enter into contracts on behalf of the County and the Provider.
7. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor shall deliver conforming materials in each installment or lot of this contract and may not substitute nonconforming materials. Delivery of nonconforming materials or a default of any nature, at the option of the County, shall constitute breach of the contract as a whole. Noncompliance shall conform to the cancellation clause set forth within this document.
8. **ENFORCEMENT, LAWS AND ORDINANCES:** This agreement shall be enforced under the laws of the State of Arizona. Provider must comply with all applicable federal, state, and local laws, ordinances, and regulations. Provider shall ensure payment of all taxes, licenses, permits, and other expenses of any nature associated with the provision of services herein.
9. Provider shall maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by the Provider.
10. **EXCLUSIVE POSSESSION:** All services, information, computer program elements, reports, and other deliverables which may have a potential patent or copyright value and which are created under this Agreement shall be the property of the County and shall not be used by the Provider or any other person except with the prior written permission of the County.
11. **FORCED LABOR OF ETHNIC UYGHURS CERTIFICATION:** Pursuant to A.R.S. §35-394, Contractor certifies that Contractor does not currently, and agrees for the duration of the contract that it will not, use:
 - 11.1 the forced labor of ethnic Uyghurs in the People's Republic of China;
 - 11.2 any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and
 - 11.3 any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.
 - 11.4 If Contractor becomes aware during the term of the contract that the company is not in compliance with the written certification, the Contractor shall notify Mohave County within five business days after becoming aware

of the noncompliance. If the Contractor does not provide Mohave County with a written certification that the Company has remedied the noncompliance within 180 days after notifying Mohave County of the noncompliance, this Contract terminates, except that if the contract termination date occurs before the end of the remedy period the Contract terminates on the Contract termination date.

12. FORCE MAJEURE: Except for the payment of sums due, neither party is liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of Force Majeure. The term "Force Majeure" means a major occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force Majeure will not include a late performance by a subcontractor unless the delay arises out of a Force Majeure occurrence in accordance with this Force Majeure term and condition.

12.1 If either party is delayed at any time in the progress of the work by Force Majeure, the delayed party must immediately notify the other party in writing of such a delay at the commencement thereof, and further specify the causes of the delay in the notice. Such notice must be hand-delivered, mailed certified-return receipt, or emailed and must make a specific reference to this article, thereby invoking its provisions. The delayed party must make all reasonable efforts to overcome conditions causing a delay as soon as practicable and must notify the other party in writing when it has done so. The time of completion will be extended by contract modification for a period of time equal to the time required to overcome the Force Majeure or the time required to overcome the effects of the Force Majeure that delayed the party from performing in accordance with this Contract.

13. GRATUITIES: The County may, by written notice to the Contractor, cancel this contract if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the contractor or any agent or representative of the Contractor, to any officer or employee of the County amending, or the making of any determinations with respect to the performing of such contract. In the event this contract is canceled by the County pursuant to this provision, the County shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity.

14. INDEMNIFICATION: To the fullest extent allowed by law, Contractor must indemnify, defend, and hold harmless Mohave County, and its officers, officials, agents, supervisors, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury (including death), personal injury, or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of, or recovered under, the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee must, in all instances, except for Claims arising solely from the negligent or willful misconduct of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this Contract, the Contractor agrees to waive all rights of subrogation against Mohave County, its officers, officials, agents, supervisors, and employees for losses arising from the work performed by the Contractor for Mohave County.

14.1 The scope of this indemnity will not be limited by the Insurance Requirements contained herein. This indemnification paragraph shall survive the termination of this Agreement.

15. INDEPENDENT PROVIDER: It is clearly understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint ventures, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose whatsoever.

15.1 The Provider is advised that taxes or social security payments shall not be withheld from a County payment issued hereunder and that Provider should make arrangements to directly pay such expenses, if any.

15.2 The County will not provide any insurance coverage to the Provider including Workmen's Compensation coverage.

16. INTERPRETATION - PAROL EVIDENCE: This Contract is intended by the parties to be the final expression of their agreement and is intended also as a complete and exclusive statement of the terms of the agreement. No course of prior dealings between the parties and no usage of the trade is relevant to supplement or explain any term used in this Contract. Acceptance or acquiescence in a course of performance rendered under this Contract is not relevant to determine the meaning of this Contract even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to object.

17. ISRAEL BOYCOTT CERTIFICATION: In accordance with A.R.S. §35-393.01, "The Company certifies that it is not currently engaged in , and agrees for the duration of the contract to not engage in a boycott of Israel." Violation of this certification by the Contractor may result in action by the County up to and including termination of this Agreement.

18. LEGAL ARIZONA WORKERS ACT COMPLIANCE: To the extent applicable, pursuant to the provisions of A.R.S. § 41-4401, the contractor hereby warrants that it is in material compliance with all federal immigration laws and regulations that relate to its employees and with the E-verify requirements set forth in A.R.S. § 23-214 (A).

19. LEGAL REMEDIES: All claims and controversies shall be subject to the Mohave County Procurement Code.

20. LIENS: All materials, services, and other deliverables supplied to the County under this contract shall be free of all liens other than the security interest held by the Contractor until payment in full is made by the County. Upon request of the County, the Contractor shall provide a formal release of all liens.

21. MOHAVE COUNTY SEAL USE: Pursuant to A.R.S. §11-251.17 a firm or individual is NOT permitted to use, display or otherwise employ a copy or other resemblance of the Mohave County seal without obtaining approval from Mohave County Board of Supervisors.

22. NON-EXCLUSIVE CONTRACT: Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the County. The County reserves the right to obtain like goods or services from another source when necessary.

23. PROVISIONS REQUIRED BY LAW: Each and every provision of law and any clause required by law to be in the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.

24. RECORDS: Internal control over all financial transactions related to this contract shall be in accordance with sound fiscal policies. The County may, at reasonable times and places, audit the books and records of you or any and all of your subcontractors. Said audit shall be limited to this contract and its scope of services.

25. RELATIONSHIP OF PARTIES: It is clearly understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint venture, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose whatsoever. The Contractor is advised that taxes or social security payments shall not be withheld from a County payment issued hereunder and that Contractor should make arrangements to directly pay such expenses, if any.

26. RIGHT TO ASSURANCE: Whenever one party to this Contract in good faith has reason to question the other party's intent to perform, the former party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation with this Contract.

27. SCRUTINIZED BUSINESSES: In accordance with A.R.S. § 35-391.06 and A.R.S. § 35-393.06, the Contractor hereby certifies that it does not have any scrutinized business operations in Sudan or Iran.

28. **SEVERABILITY:** The provisions of this Contract are severable in the sole discretion of the County, to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Contract which may remain in effect without the invalid provision or application.
29. **SUBSEQUENT EMPLOYMENT:** This Agreement is subject to the provisions of A.R.S. Sec. 38-511.
30. **TITLE AND RISK OF LOSS:** The title and risk of loss of material or service shall not pass to the County until the County actually receives the material or service at the point of delivery, unless otherwise provided within this contract.
31. **VISITATION AND INSPECTION:** Provider agrees that the Department and any other appropriate agencies of the State or Federal Government, or any of their duly authorized representatives, shall have access to the Provider's facilities and the right to examine any books, documents, and records of the Provider, involving transactions related to the Contract and that such books, documents, and records shall not be disposed of except as provided herein.
32. **WAIVER:** The failure of either party of this Agreement to take action with respect to any conduct of the other which is in violation of the terms of this contract shall not be construed as a waiver thereof, or of any future breach or subsequent wrongful conduct.
33. **WARRANTIES:** Contractor warrants that all material or service delivered under this contract shall conform to the specifications of this contract. Mere receipt of shipment of the material or service specified and any inspection incidental thereto by the County, shall not alter or affect the obligations of the Contractor or the rights of the County under the foregoing warranties. Additional warranty requirements may be set forth in this document.
34. **WRITTEN CERTIFICATION PURSUANT TO A.R.S. §35-394:** Contractor certifies that Contractor does not currently, and agrees for the duration of the contract that it will not, use: 1) the forced labor of ethnic Uyghurs in the People's Republic of China; 2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and 3) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If Contractor becomes aware during the term of the contract that the company is not in compliance with the written certification, the company shall notify Mohave County within five business days after becoming aware of the noncompliance. If the Company does not provide Mohave County with a written certification that the Company has remedied the noncompliance within 180 days after notifying Mohave County of the noncompliance, this Contract terminates, except that if the contract termination date occurs before the end of the remedy period the Contract terminations on the Contract termination date.

FORM 1 – TITLE PAGE

Service Provider:

Please submit all information requested herein

Organization / Agency / Company Name: _____

Contact Person's Name: _____

Contact Person's Title: _____

Contact Telephone (include Area Code): _____

Contact Email Address: _____

Mailing Address: _____

Street Address if different from Mailing Address: _____

Organization / Agency / Company Website: _____

Applying As (check one of the following):

_____ Individual _____ Single Organization/Agency

_____ Consortium of Partners _____ Number of Consortium Partners

Consortium Partner(s) Name(s): _____

FORM 2 – PRICE PROPOSAL

Write “N/A” in any categories for which you are not willing to provide services.
 A Supplementary Price List may be included as part of this proposal.

ROUTINE CARE, HOURLY RATE	
Veterinarian:	\$ _____ per hour
Veterinary Technician:	\$ _____ per hour

SURGICAL CARE, HOURLY RATE	
Veterinarian:	\$ _____ per hour
Veterinary Technician:	\$ _____ per hour

EMERGENCY CARE, HOURLY RATE	
Veterinarian:	\$ _____ per hour
Veterinary Technician:	\$ _____ per hour

ROUTINE STERILIZATION, PRICE PER ANIMAL	
Dog Spay:	\$ _____ per animal
Dog Neuter:	\$ _____ per animal
Cat Spay:	\$ _____ per animal
Cat Neuter:	\$ _____ per animal

SUPPLIES AND LABORATORY WORK, PERCENTAGE DISCOUNT	
Supplies:	_____ % off retail price
Prescriptions and Medications:	_____ % off retail price
Laboratory Work:	_____ % off retail price
Vaccines:	_____ % off retail price

BOARDING, PRICE PER ANIMAL EACH DAY	
Cat:	\$ _____ per animal each day
Dog Under 15 Pounds:	\$ _____ per animal each day
Dog 16 to 35 Pounds:	\$ _____ per animal each day
Dog 36 to 50 Pounds:	\$ _____ per animal each day
Dog 51 to 75 Pounds:	\$ _____ per animal each day
Dog 76 to 100 Pounds:	\$ _____ per animal each day
Dog Over 100 Pounds:	\$ _____ per animal each day

FORM 3 – REFERENCES

REFERENCE #1	
Company/Person/Agency Name:	
Contract Dates:	
Organization Address:	
Contact Name and Title:	
Email Address:	
How do they know your firm?	

REFERENCE #2	
Company/Person/Agency Name:	
Contract Dates:	
Organization Address:	
Contact Name and Title:	
Email Address:	
How do they know your firm?	

REFERENCE #3	
Company/Person/Agency Name:	
Contract Dates:	
Organization Address:	
Contact Name and Title:	
Email Address:	
How do they know your firm?	

FORM 4 - QUESTIONNAIRE

Name your Firm/Organization operates under:	
How many years of operation in the State of Arizona?	
Under what other names has your firm/organization operated?	
(PROVIDE ADDITIONAL SHEETS IF NECESSARY TO ANSWER)	
Provide a narrative describing the history of the veterinary services provider.	
Provide qualifications & experience of the proposed employees who would be providing services under this contract.	

<p>Describe your staff's experience working with animal shelters.</p>	
<p>Explain your firm's approach to ensure that the Scope of Services will be provided.</p>	

<p>Explain your approach to curing issues when the County finds that service has been insufficient.</p>	
<p>Describe surgical and medical services offered.</p>	

<p>Describe boarding services offered.</p>	
<p>Describe your firm's approach to providing large numbers of spay/neuter procedures in succession on a regular basis.</p>	

<p>Is your company able to provide services on-site at the Mohave County Animal Shelter?</p>	
<p>List hours of operation, including any emergency hours.</p>	

OFFER FORM

TO MOHAVE COUNTY:

The Undersigned hereby offers and agrees to furnish the material or service in compliance with all terms, scope of services, conditions, specifications, and amendments in the Request for Proposal.

CONFLICT OF INTEREST:

For purposes of determining any possible conflict of interest, all Offerors **must disclose** if any current Mohave County employee is also an owner, corporate officer, or employee of your business. Indicate either "Yes" (County employee is associated with your business), or "No." If yes, provide the name(s) of the County employee(s) and the position(s) County employee(s) hold within your business (reference "Instructions to Offerors").

_____ Yes _____ No

If "YES", please provide the current Mohave County employee and position (include additional pages if necessary)

CONTACT:

FOR CLARIFICATION OF THIS OFFER:

Signature of Person Legally Authorized to Sign on Behalf of Company

Name (First, Middle Initial, Last)

Printed Name and Title

Printed Name and Title

Company Address

Direct Telephone (Including Area Code)

City / State / Zip Code

Mobile Telephone (Including Area Code)

Telephone Number (Including Area Code)

Email Address

Email Address

Company Web Address

ACCEPTANCE OF OFFER:

The offer is hereby accepted.

Offeror is now bound to provide the materials and/or services specified in RFP# 24P07 including all terms, conditions, specifications, amendments, etc., and Offeror's Offer as accepted by Mohave County.

Offeror has been cautioned not to commence any billable work or to provide any material and/or service under this Contract until Offeror receives this signed sheet or written notice to proceed.

Awarded this _____ day of _____, 2024.

HILDY ANGIUS, CHAIRMAN
MOHAVE COUNTY BOARD OF SUPERVISORS