



TOWN OF MARANA, ARIZONA
FINANCE DEPARTMENT
11555 WEST CIVIC CENTER DRIVE
MARANA, AZ 85653

GENERAL SERVICES AGREEMENT

THIS AGREEMENT IS MADE AND ENTERED INTO by and between the TOWN OF MARANA, an Arizona municipal corporation (the "Town"), and THE HUMANE SOCIETY OF SOUTHERN ARIZONA, INC., an Arizona non-profit corporation (the "Contractor"), for the purpose of providing animal sheltering services to the Town. The Town and the Contractor are sometimes collectively referred to as the "Parties," each of which is sometimes individually referred to as a "Party."

ARTICLE 1. SCOPE OF WORK

1.01. In January 2017, the Town issued a "Request for Proposals for Animal Sheltering Services" (the "Animal Sheltering RFP"). The services to be performed by the Contractor under this Agreement shall be as described in this Agreement and as set forth in the following:

1.01.01. The Animal Sheltering RFP (and in particular, but not by limitation, the section entitled "SCOPE OF WORK") and Addendum No. 1 to the Animal Sheltering RFP, which are together attached as **Exhibit A** to this Agreement.

1.01.02. The Contractor's February 9, 2017 proposal in response to the Animal Sheltering RFP, the Contractor's March 8, 2017 response to the Town's March 6, 2017 Request for Clarification, and the Contractor's March 30, 2017 response to the Town's March 29, 2017 Request for Clarification, all of which are together attached as **Exhibit B** to this Agreement (the "Contractor's Proposal").

1.02. The Contractor shall only provide those services identified in the Contractor's Proposal as "proposed" or "optional" upon written request of the Town.

1.03. If any of the provisions of Exhibits A or B conflict with the provisions set forth in this Agreement or **Exhibit C** (the fee schedule), the provisions set forth in this Agreement and Exhibit C shall take precedence and shall control.

ARTICLE 2. TERM

2.01. This Agreement shall be effective for an initial three-year term beginning on July 1, 2017 and ending on June 30, 2020.

2.02. The Town, at its sole discretion, acting through its Finance Director, may renew this Agreement for up to two consecutive one-year periods on the same terms as set forth in this Agreement, by executing a written amendment setting forth the renewal term and signed by the Finance Director and the Contractor.

2.03. Before each of the two one-year extension periods, the Contractor may request revisions to the fee schedule, Exhibit C, for the extension period to address increased costs, market conditions, demand, and the like. If the Town refuses to agree to modify the fee schedule, the Contractor's sole remedy is to terminate this Agreement at the end of the then-current one-year term (see section 7.02 below).

2.04. The term of this Agreement, including all renewals, shall not exceed five years.

ARTICLE 3. RELATIONSHIPS

3.01. In the performance of the services described in this Agreement, the Contractor shall act solely as an independent contractor, and nothing expressed or implied in this Agreement shall be construed to create the relationship of employer and employee, partnership, principal and agent, or to create a joint venture between the Town and the Contractor.

3.02. In relation to services performed by the Contractor for or in connection with the Town, the Contractor states and declares the following:

3.02.01. The Contractor acknowledges that the Contractor operates the Contractor's own independent business and is providing services for or in connection with the Town as an independent contractor.

3.02.02. The Contractor acknowledges that the Contractor is not an employee of the Town and the services rendered for or in connection with the Town do not establish any right to unemployment benefits or any other right arising from an employment relationship.

3.02.03. The Contractor is responsible for all tax liability associated with payments received from or through the Town and the Town will not withhold any taxes from payments to the Contractor.

3.02.04. The Contractor is responsible for obtaining and maintaining any required registration, licenses or other authorization necessary for the services rendered by the Contractor.

3.02.05. The Contractor acknowledges at least six of the following:

(1) That the Contractor is not insured under the Town's health insurance coverage or workers' compensation insurance coverage.

(2) That the Town does not restrict the Contractor's ability to perform services for or through other parties and the Contractor is authorized to accept work

from and perform work for other businesses and individuals besides the Town.

(3) That the Contractor has the right to accept or decline requests for services by or through the Town.

(4) That the Town expects that the Contractor provides services for other parties.

(5) That the Contractor is not economically dependent on the services performed for or in connection with the Town.

(6) That the Town does not dictate the performance, methods or process the Contractor uses to perform services.

(7) That the Town has the right to impose quality standards or a deadline for completion of services performed, or both, but the Contractor is authorized to determine the days worked and the time periods of work.

(8) That the Contractor will be paid by or through the Town based on the work the Contractor is contracted to perform and that the Town is not providing the Contractor with a regular salary or any minimum, regular payment.

(9) That the Contractor is responsible for providing and maintaining all tools and equipment required to perform the services performed.

(10) That the Contractor is responsible for all expenses incurred by the Contractor in performing the services.

3.02.06. The Contractor acknowledges that the terms set forth in this declaration apply to the Contractor, the Contractor's employees and the Contractor's independent contractors.

3.03. The Contractor shall report to and coordinate duties with the Town's Community Development and Neighborhood Services Director, Lisa Shafer (the "Town Representative").

3.04. Under the direction of and in coordination with the Town Representative, the Contractor shall work cooperatively with Town staff, officials, boards, commissions, and committees, and with any other agency, organization or individual the Town Representative deems necessary to complete the services described in Article 1 (Scope of Work) of this Agreement.

3.05. All notice requests and authorizations provided for in this Agreement shall be in writing and shall be delivered or mailed, addressed as follows:

Town: TOWN OF MARANA
Attention: Lisa Shafer, Community Development and
Neighborhood Services Director
Address: 11555 W. Civic Center Drive
Marana, Arizona 85653

With a copy to:
TOWN OF MARANA
Attn: Finance Director
11555 W. Civic Center Drive
Marana, Arizona 85653

Contractor: THE HUMANE SOCIETY OF SOUTHERN
ARIZONA, INC.
Attention: Brandy Burke, Chief Operating Officer
Address: 3450 N. Kelvin Blvd.
Tucson, Arizona 85716

ARTICLE 4. LIMITATION OF ASSIGNMENT

4.01. For purposes of the work and services performed under this Agreement and the obligations and requirements imposed on the Contractor pursuant to this Agreement, the term "Contractor" shall include the Contractor, Contractor's staff, all sub-Contractors identified in the Contractor's Proposal, and all other persons working at Contractor's request or direction as permitted by this Agreement.

4.02. The work and services provided for in this Agreement shall be performed by the Contractor, except as otherwise provided in this Article or approved in writing by the Town Representative and the Finance Director.

4.03. Secretarial, clerical, and similar incidental services needed to assist the Contractor in performance of this Agreement are not subject to the limitations of section 4.01 above.

4.04. Neither this Agreement nor any interest or rights under this Agreement may be assigned or transferred by the Contractor without the express written consent of the Finance Director.

ARTICLE 5. WORK PRODUCT

5.01. All of Contractor's "Work Product" (including without limitation all reports, findings, recommendations, data and memoranda of every description) prepared in connection with or relating to the services described in this Agreement and in completion of it, shall be the property of the Town, and shall not be disclosed to third parties without the express written consent of the Town Representative.

5.02. Except with the express written consent of the Town Representative, the Contractor shall not publish any results of scientific, technical or general interest originating from or existing by virtue of this Agreement in, or by means of, journals, magazines, newspapers, radio broadcasts, or other media of communication.

ARTICLE 6. INVOICES AND PAYMENT

6.01. Except as otherwise agreed to in a written amendment to this Agreement signed by the Parties, the Contractor shall charge the rates set forth on the fee schedule, **Exhibit C**, for all services and work performed by the Contractor under this Agreement.

6.02. The Contractor shall not submit an invoice covering the cost of services, and the Town shall not be financially obligated to pay the Contractor for services, unless and until the Town's Finance Department has issued a Purchase Order for the services.

6.03. The Town's financial obligation for the Contractor's performance of services shall not exceed the amount of the Purchase Order, as it may be amended from time to time.

6.04. The Contractor shall submit to the Town Representative for processing and payment a monthly invoice for services performed during the previous month under this Agreement.

6.04.01. Each invoice shall include reference to Town tracking numbers, including Purchase Order numbers, authorizing payment for the services addressed by the invoice.

6.04.02. Each invoice shall be accompanied by a monthly report of activity, as described in the Animal Sheltering RFP (**Exhibit A**) and the Contractor's Proposal (**Exhibit B**), in a format mutually agreed upon by the Parties.

6.05. The Contractor shall be liable for all taxes applicable to the proceeds received by the Contractor under this Agreement. The Town shall not withhold or pay federal, social security, or state income taxes or workers' compensation out of the proceeds payable by the Town under this Agreement, unless duly ordered to do so by a court or other government authority with jurisdiction.

6.06. Except as otherwise set forth in this Article, the Town shall pay the Contractor within 30 days after the Town Representative approves the Contractor's invoice or any portion of it.

6.07. The Town may withhold final payment for services until the Town is reasonably satisfied that the Contractor has complied with all the obligations specified in this Agreement related to the services.

6.08. Any rework required by the Town to satisfy the requirements or performance of this Agreement shall be at the sole expense of the Contractor.

ARTICLE 7. TERMINATION AND BREACH

7.01. The Contractor may terminate this Agreement upon not less than 90 days' written notice to the Town Representative and the Finance Director if the Town fails to perform its obligations under this Agreement through no fault of the Contractor.

7.02. The Contractor may at its option terminate this Agreement at the end of the initial three-year term, or at the end of the first one-year extension, if the Town does not agree to modify the fee schedule, **Exhibit C**, for the renewal period (see section 2.03 above).

7.03. The Town may terminate this Agreement with or without cause upon 90 days' written notice to the Contractor.

7.04. This Agreement may be terminated if for any reason the Town Council does not appropriate sufficient funds for the purpose of maintaining this Agreement.

7.05. Upon termination, the Town shall have no further obligation to Contractor, other than for payment of acceptable services rendered prior to termination, unless otherwise provided by this Agreement.

7.06. Either Party may pursue any remedies available to it for the breach of this Agreement, and no right or remedy is intended to be exclusive of any other right or remedy existing at law or at equity or by virtue of this Agreement.

ARTICLE 8. INDEMNIFICATION

8.01. The Contractor agrees to defend, save, hold harmless, and indemnify the Town, its officials, employees, agents, successors, and assigns from and against any and all manner of claims, suits, lawsuits, action or actions, causes or causes of action, liabilities, damages, and other claims and demands of whatsoever nature or kind, in law or in equity, in tort or in contract, or otherwise caused by or resulting from the Contractor's errors, omissions, or negligent acts in the performance of services pursuant to this Agreement.

8.02. The Town agrees to defend, save, hold harmless, and indemnify the Contractor, its officials, employees, agents, successors, and assigns from and against any and all manner of claims, suits, lawsuits, action or actions, causes or causes of action, liabilities, damages, and other claims and demands of whatsoever nature or kind, in law or in equity, in tort or in contract, or otherwise caused by or resulting from the Town's errors, omissions, or negligent acts in the performance of services pursuant to this Agreement.

8.03. The indemnification provisions set forth in this Article shall survive termination of this Agreement.

ARTICLE 9. INSURANCE

9.01. Except as otherwise provided in this Article, the Contractor shall maintain insurance with carriers acceptable to the Town throughout the term of this Agreement with the following required minimum coverages and limits:

Workers' Compensation	Statutory
Employer's Liability	U.S. \$100,000
Commercial General Liability	U.S. \$1,000,000 per occurrence U.S. \$2,000,000 aggregate
Business Auto Liability	U.S. \$1,000,000 combined single limit

9.02. The Contractor shall deliver one or more certificates of insurance evidencing coverage as described in this Article to the Town upon execution of this Agreement, prior to commencing any work pursuant to this Agreement. The Contractor shall also deliver new certificates of insurance each time the policy(s) is updated. All certificates shall be delivered to: Lisa Shafer, Community Development and Neighborhood Services Director.

9.03. The Town shall be named as an additional insured on the commercial general liability insurance policies required by section 9.01 above. As an additional insured, the Town shall be provided coverage for any liability arising out of operations performed in whole or in part by or on behalf of the Contractor or any subcontractor. The Contractor shall deliver additional insured endorsement(s) along with the certificate(s) of insurance required by section 9.02 above. The additional insured endorsement form identification number shall also be included within the description box on the certificate of insurance and/or the applicable policy number shall be included on the endorsement.

9.04. All policies required pursuant to this Article shall be endorsed to contain a waiver of transfer of rights of recovery (subrogation) against the Town, its agents, officers, officials, and employees for any claims arising out of the Contractor's or any subcontractor's work or service. Endorsements evidencing this waiver of subrogation shall be provided to the Town along with all other insurance documentation required by this Article.

9.05. The certificate(s) shall also stipulate that the insurance afforded the Contractor and any subcontractor shall be primary insurance and that any insurance carried by the Town, its agents, officials or employees shall be excess and not contributory insurance to that provided by the Contractor or subcontractor. Coverage provided by the Contractor or subcontractor shall be primary insurance with respect to all other available sources.

9.06. The coverage requirements specified in this Article may not be changed or modified except by written agreement signed by all Parties.

9.07. The Contractor shall give the Town at least 30 calendar days' written notice prior to a planned cancellation or reduction of any coverage required by this Article. The Contractor shall give the Town immediate notice of any other cancellation or reduction of any coverage required by this Article. Cancellation or reduction of any coverage required by this Article is grounds for termination of this Agreement by the Town.

ARTICLE 10. MISCELLANEOUS PROVISIONS

10.01. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Arizona.

10.02. This Agreement represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations or agreements, either written or oral.

10.03. If any provision of this Agreement is declared invalid or unenforceable, the remainder shall continue in full force and effect.

10.04. This Agreement may not be changed or modified except by written agreement signed by all Parties.

10.05. All exhibits referenced in and attached to this Agreement are incorporated in and fully made a part of this Agreement by reference.

10.06. The Contractor shall comply with all federal and state equal opportunity laws, orders and regulations and shall not discriminate against any employee or applicant for

employment on the basis of age, race, color, religion, sex, disability, national origin, marital status, veteran status, or sexual orientation.

10.07. The Contractor warrants that it, and any subcontractor who performs any work for the Contractor under this Agreement, will at all times comply with all federal immigration laws and regulations that relate to its employees and with Arizona Revised Statutes section (A.R.S. §) 23-214 (A). The Contractor acknowledges that pursuant to A.R.S. § 41-4401 and effective September 30, 2008, a breach of this warranty is a material breach of this Agreement subject to penalties up to and including termination of this Agreement, and that the Town retains the legal right to inspect the papers of any employee who works on the Agreement to ensure compliance with this warranty.

10.07.01. The Contractor shall advise each subcontractor of the Town's rights, and the subcontractor's obligations, under this section by including a provision in each subcontract substantially in the following form:

"The subcontractor hereby warrants that it will at all times during the term of this agreement comply with all federal immigration laws applicable to the subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). The subcontractor further agrees that the Town may inspect the subcontractor's books and records to insure that the subcontractor is in compliance with these requirements. Any breach of this paragraph by the subcontractor will be deemed to be a material breach of this agreement subjecting subcontractor to penalties up to and including suspension or termination of this agreement."

10.07.02. If a subcontractor's subcontract is suspended or terminated, the Contractor shall either self-perform the service under the subcontract or retain a replacement subcontractor.

10.07.03. Any additional costs attributable directly or indirectly to remedial action under this section shall be the responsibility of the Contractor.

10.08. Neither Party's waiver of the other's breach of any term or condition contained in this Agreement shall be deemed a waiver of any subsequent breach of the same or any other term or condition of this Agreement.

10.09. This Agreement is available to public procurement units as a cooperative purchasing agreement pursuant to A.R.S. § 41-2632. The Town shall not be responsible for any disputes arising out of transactions made by others and shall not be liable for any violation of this Agreement by, or the actions or inaction of, an eligible procurement unit related to this Agreement. Receipt, inspection and payment for materials and services cooperatively procured under this Agreement shall be the exclusive obligation of the procuring agency. The procuring agency shall not use this Agreement to obtain additional concessions or reduced prices for similar materials and services. The failure of the eligible procurement unit to secure performance from the Contractor in accordance with the terms and conditions of its purchase order does not necessarily obligate the Town to exercise its own right or remedies.

10.10. The Contractor shall keep fully informed of and at all times observe and comply with all federal and state laws, all local laws, ordinances and regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed on the work or which in any way affect the conduct of the work, including without limitation the Drug-Free Workplace Act, Americans with Disabilities Act, Occupational Safety and Health Act, and all other applicable laws. The Contractor shall defend, hold harmless and indemnify the Town, its representatives and agents against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by the Contractor or by any of the Contractor's subcontractors or suppliers, or by any of their employees.

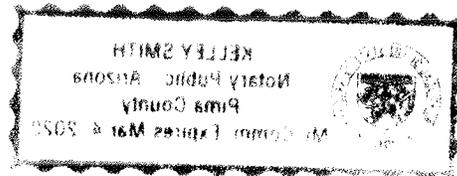
10.11. The Contractor shall take all necessary precautions for the safety of employees on the work site and other persons who may be affected thereby, and shall comply with all applicable provisions of federal, state and local safety laws and building codes to prevent accidents or injury to persons on, about or adjacent to the premises where the work is being performed. The Contractor shall erect and properly maintain at all times, as required by the condition and progress of the work, all necessary safeguards and traffic control devices for the protection of workmen and the public and shall post danger signs warning against the hazards created by the construction, including, without limitation, operating or parked equipment, obstructions, changes in grade, scaffolding, excavations and falling materials.

10.12. The Contractor warrants it is fully familiar and shall comply with all of the safety requirements of the Occupational Safety and Health Act (29 U.S.C. Sections 641 - 678, or as amended or recodified from time to time), and the Hazard Communication Act relating to the use of hazardous materials (29 C.F.R. 1910 - 1200, or as amended or recodified from time to time), as promulgated by the federal government and as implemented by the State of Arizona, and that it will be solely responsible for all fines and penalties provided for by law for any violation of such Act and, furthermore, shall require all subcontractors to comply with such Acts and with the provisions of this section. Any claims arising out of alleged violations of such Acts are covered by the indemnification set forth in Article 8 above.

10.13. This Agreement is subject to the provisions of A.R.S. § 38-511, which provides for termination in certain instances involving conflicts of interest.

10.14. The Contractor certifies that it is not currently engaged in, and agrees for the duration of the Agreement to not engage in, a boycott of Israel as defined by A.R.S. §35-393.

[SIGNATURE PAGE FOLLOWS]



IN WITNESS WHEREOF, the Parties have executed this Agreement as of the last Party's signature date below.

The "Town":

THE TOWN OF MARANA,
an Arizona municipal corporation

Erik Montague
Erik Montague
Finance and Purchasing Director

4/27/17
Date

The "Contractor":

THE HUMANE SOCIETY OF SOUTHERN
ARIZONA, INC., an Arizona non-profit
corporation

Clay Bacon, CFO
Clay Bacon
Chief Financial Officer

4/20/2017
Date

ATTEST:

Jocelyn Bronson
Jocelyn Bronson, Town Clerk

Federal I.D.#: 86-0112798

APPROVED AS TO FORM:

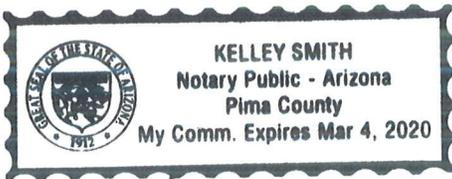
Jane Fairall
Jane Fairall, Deputy Town Attorney

STATE OF Pima Arizona)
County of Pima)

ss.

The foregoing instrument was acknowledged before me this 26 day of April, 2017 by Clay Bacon, the Chief Financial Officer of THE HUMANE SOCIETY OF SOUTHERN ARIZONA, INC., an Arizona non-profit corporation, on behalf of the corporation.

(Seal)



Kelley Smith
Notary Public

LIST OF EXHIBITS

- Exhibit A: The Animal Sheltering RFP and Addendum No. 1 to the Animal Sheltering RFP
- Exhibit B: The Contractor's February 9, 2017 proposal in response to the Animal Sheltering RFP, the Contractor's March 8, 2017 response to the Town's March 6, 2017 Request for Clarification, and the Contractor's March 30, 2017 response to the Town's March 29, 2017 Request for Clarification
- Exhibit C: The Contractor's fee schedule

EXHIBIT 'A'



**TOWN OF MARANA
REQUEST FOR PROPOSALS (RFP)**

Solicitation Number: 2016-032

Solicitation Title: Animal Sheltering Services

Release Date: January 20, 2017

Final Date for Inquiries: February 3, 2017 at 3:00 pm Local Time

Due Date and Time: February 10 at 4:00 pm Local Time

Submittal Location: Town Clerk
11555 W. Civic Center Drive
Marana, AZ 85653

Solicitation Contact for Inquiries: Rudy Torres
Procurement Officer
11555 W. Civic Center Drive
Marana, Arizona 85653
Phone: (520) 382-1983
Fax: (520) 382-1902
rtorres@maranaaz.gov

This solicitation is available at www.PublicPurchase.com.

All prospective offerors shall be responsible for obtaining the RFP and any subsequent related documents from the Town's partner: www.PublicPurchase.com. This system provides automatic notification and transmittal of solicitation opportunities. To view a solicitation, you must be registered with Public Purchase. The Town will not be responsible for the failure of a prospective offeror to obtain addenda and other information related to this RFP.

Published:
Daily Territorial on January 20 and 23, 2017



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Schedule

Released	January 20, 2017
Final Date for Inquiries	February 3, 2017 at 3:00 pm Local Time
Due Date and Time	February 10, 2017 at 4:00 pm Local Time
Evaluation	February 11 - February 28
Contract Award	March 2017

All inquiries regarding this RFP shall be directed to the Solicitation Contact for Inquiries identified on page 1 of this solicitation.



Instructions to Offerors

1. Preparation of Proposal:

- a. All proposals must include the forms provided in this Request for Proposal package, if any. It is permissible to copy these forms if required. Faxed or e-mailed proposals will not be considered.
- b. The Offer and Acceptance document must be signed by a person authorized to sign the offer and included in the proposal packet.
- c. Erasures, interlineations, or other modifications in the proposal must be initialed in original ink by the authorized person signing the Offer.
- d. If price is a consideration and in case of error in the extension of prices in the proposal, the unit price will govern. No proposal will be altered, amended, or withdrawn after the specified proposal due date and time.
- e. Periods of time, stated as a number of days, will be calendar days.
- f. It is the responsibility of all prospective contractors to examine the entire Request for Proposal package and seek clarification of any item or 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 the proposal due date and time.
- g. Proposals shall be submitted in **one original and three copies**. The original shall be marked "ORIGINAL". Detailed written responses shall be limited to 20 pages, double sided on 8 1/2" x 11" paper, using a font no smaller than 12 point.
- h. The offeror's name and address must appear on the outside of the sealed envelope. The envelope shall also be clearly marked as noted:

Animal Sheltering Services – RFP#2016-032

2. Proposal Packets:

Proposal packets shall include:

- a. Signed Offer on Offer and Acceptance document
 - b. Responses to Submittal Requirements as set forth herein
 - c. Attachment "A" References
 - d. Attachment "B" Price Page
 - e. Attachment "C" Animal Sheltering Services Supplemental Questionnaire
 - f. W-9
 - g. Signed copies of Addenda, if applicable
3. **Inquiries:** Any questions related to the Request for Proposal must be directed to the contact whose name appears on the cover page. The prospective contractor may not contact or ask questions of the department for which the requirement is being procured. Questions should be submitted in writing. Any correspondence related to a Request for Proposal should refer to the appropriate Request for Proposal number, page, and paragraph number.



4. **Withdrawal of Proposal:** At any time prior to the specified proposal due date and time, a prospective contractor (or designated representative) may withdraw the proposal in writing and as under the guidelines of the Marana Procurement Code.
5. **Proposal Addenda:** Receipt of a Request for Proposal Addendum shall be acknowledged by signing and returning the signed Addendum with the proposal.
6. **Vendor Registration:** The successful Contractor must have a valid business license with the Town of Marana Finance Department at the time of contract award.
7. **Award of Contract:**
 - a. Unless the prospective contractor states otherwise, or unless provided within this Request for Proposal, the Town reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the Town.
 - b. Notwithstanding any other provision of this Request for Proposal, the Town expressly reserves the right to:
 - 1) Waive any immaterial defect or informality
 - 2) Reject any or all proposals, or portions thereof
 - 3) Reissue a Request for Proposal.
 - c. A response to a Request for Proposal is an offer to contract with the Town based upon the terms, conditions and specifications contained in the Town's Request for Proposal and the written addenda thereto, if any. Proposals do not become contracts unless and until they are accepted by the Town. A contract is formed when accepted by the Town, but not finalized until a written Notice of Award is provided to the successful Offeror(s). The Contract has its inception in the award document, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the procurement Contract are contained in the Request for Proposal, unless modified by a Solicitation Amendment or a Contract Amendment.
8. **Taxes:** The Town of Marana is exempt from Federal Excise Tax, including the Federal Transportation Tax. Sales tax, if any, shall be indicated as a separate item.

Scope of Work

1. Purpose

The Town of Marana is seeking proposals from qualified organizations for providing Animal Sheltering Services to the Town of Marana. The initial term of this agreement is intended to be for three years with two one-year options for renewal. The successful contractor shall provide shelter facilities for all animals that are impounded or quarantined by the Town of Marana Animal Control Officers for animals subject to the Town's jurisdiction. These facilities shall be operated and maintained on a 24-hour per-day basis, in a neat, clean and sanitary condition, in



compliance with all applicable governmental statutes, ordinances, rules and regulations and in conformity with established standards for humane animal care.

2. Background Information:

The Town of Marana is located between Phoenix and Tucson, in the northwest area of the Tucson metropolitan region. The Town is bisected by 18 miles of Interstate 10 and the Union Pacific Railroad. Three mountain ranges hug the outer borders of the Town, the Tortolita Mountains to the northeast, Ironwood Forest National Monument to the west, and the Saguaro National Park to the south.

The Town of Marana Animal Control functions are currently performed by Pima Animal Care Center (PACC). It is the intent of The Town of Marana to hire full time Animal Control staff to perform those duties currently being done by PACC. Backup would be provided to the Town's Animal Control Officer(s) by the Town's Code Enforcement staff and the Marana Police Department. The Animal Control Officer(s) would be based out of the Community Development and Neighborhood Services Department.

Based on the statistics we have received from PACC for fiscal years 2013 – 2016, the reported average monthly impounds for animals in our area are:

Dogs - 29

Cats - 15

Other - 2

Of these approximately 15 animals are redeemed by owner and another 65 animals are adopted by Marana residents.

It is important to note that these numbers may not accurately reflect the number of impounded animals and are based solely on data received from PACC. The Town does not guarantee the accuracy of these numbers.

The successful proposer is expected to comply with all applicable state, county, and local statutes, ordinances, and permit requirements, maintain a valid Town Business License, and meet the insurance requirements of the Town.

This contract is expected to begin July 2017.

3. Scope

The Town is seeking proposals from qualified persons/firms for the operation and management of Animal Sheltering Services including:

- a. Acceptance of animals. The provider shall accept animals on behalf of the Town of Marana that are brought in by the Town of Marana Animal Control Officer(s) or Town residents. This includes, but may not be limited to, strays, injured, sick, impounds, quarantines, and owner-release for adoption or euthanasia.



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- b. Drop-Off Procedures. The Contractor shall provide a procedure whereby animals may be delivered to the shelter. The procedure shall provide Animal Control Officer(s) with flexibility in drop off times and be expeditious in the time required to transfer the animal to the shelter. Drop-off location shall provide for the safe removal of the animal and provide adequate public protection. Numerous drop-offs per day shall be permitted.
- c. Optional Animal Pick-Up. The Contractor may offer optional, as needed, animal pick-up service. The frequency of pick-up service will depend on the number of animals held. We initially estimate not more than one or two pick-ups per day from one or more of the following locations:
- Marana Municipal Complex, 11555 W. Civic Center Drive, Marana, Arizona 85653
 - Marana Operations Center, 5100 W. Ina Road, Tucson, Arizona 85743
 - Other contracted third part holding facility, as required.
- d. Facility Requirements. The Shelter shall have an adequate number of dog kennels, cat cages, bird cages, exotic cages and isolation facilities for quarantined animals. The animal shelter shall be maintained in a clean and sanitary condition. The kennel shall comply with the standards set forth in the Humane Society's Uniform Standards Guidelines (HSUS) for the operation of the animal shelter. The Town of Marana reserves the right to enter and inspect the premises during regular business hours for the purpose of inspecting the facilities for the conditions mentioned above.
- e. Special Handling. The Contractor must ensure that animals with Police holds, animals impounded due to quarantines, and pets held in protective custody are housed in an area where the public does not have access and is not permitted to visit. If an animal is in protective custody, Town of Marana Animal Control shall have permission to extend a animal's stay if necessary until the case is resolved, e.g. pending cruelty, court case, etc. These animals shall not be removed from the designated area without approval from Town of Marana Animal Control.
- f. Other animals. The Contractor's shelter must be able to accept all animals including exotics and birds. This does not include livestock.
- g. Unclaimed Animals. After the required hold time of the animal as determined by state or local law, the responsibility for the animal will transfer from the Town of Marana to the Contractor for the remainder of its stay within the shelter. The Contractor will decide after the required hold period to adopt out the animal, release the animal to an animal rescue, or euthanize the animal, depending on the health, temperament, and well-being of the animal. The Town of Marana will be financially responsible for all costs associated with unclaimed animals during the required hold period. When the required hold period has expired, the Contractor will be financially responsible for all



costs associated with the unclaimed animal for the remainder of its stay within the shelter.

- h. Collection of Fees. The Contractor shall be responsible for collecting all fees due to the Town, if any. If an owner comes to claim the animal, the owner is responsible for all sheltering and veterinarian fees associated with that animal during the animal's stay. The Town will not be billed for those costs.
- i. Care. The best possible care and treatment shall be given to all animals held in custody. Adequate housing and food shall be provided and the shelter shall not be overpopulated. The provider shall have veterinary services available during normal business hours. Animal owners remain responsible for all routine/emergency veterinary care costs.
- j. Emergency Veterinary Care. The Town may choose to have the Contractor perform emergency veterinary care on a case by case basis during regular daytime hours. This type of service should be performed on a flat fee basis as deemed necessary by Town of Marana Animal Control staff. Please provide a flat fee basis for this service in your proposal for consideration.
- k. Records. The Contractor shall keep comprehensive records and submit regular monthly reports to Town of Marana Animal Control. The Contractor shall be required to develop its own record-keeping procedure and maintain records of all animals it handles in the performance of the contract. The reports shall at the minimum include the number of impounds, disposition of animals and fees collected that are payable to the Town. The Town and Contractor will further define what details can be provided on a monthly basis.
- l. Outreach, vaccination and Licensing clinics. It is the desire of the Town to partner with the Contractor on vaccination and licensing clinics within the Town limits for the benefit of the Marana residents.
- m. Supply Controlled Substance. The Contractor needs to be licensed to dispense and supply the Animal Control Officers employed by the Town with the controlled substances necessary for performance of field captures and euthanasia.

The following is a current list of controlled substances and the estimated amounts needed:

Telozol (class III drug, 100 mg/ml concentrate, used primarily in dog capture)
Current usage 2 bottles per Animal Control Officer per month

Ketamine (class III drug, 100 mg/ml for cats and subhuman primates, also used in dog capture) Current usage 2 bottles per Animal Control Officer per year

Sodium Pentobarbital (class II drug, 250 ml bottle, for euthanasia only)



1-250 ml bottle per Animal Control Officer per year

Animal control staff will provide a form that provides any known information on the animal, location of capture, possible owner, and maintains a chain of custody.

Evaluation Criteria

The following evaluation criteria are listed in descending order of importance and will be used to determine which Proposer(s) is/are selected:

1. Qualifications & Experience
2. Method of Approach
3. Cost Proposal

Any proposal submitted as a result of this RFP shall be binding on the offeror for 60 calendar days following the due date.

Submittal Requirements:

1. Qualifications & Experience
 - a. Executive Summary: Include a one page summary of the entire proposal describing the most important elements of the proposal.
 - b. Identification of the Lead Entity, including:
 - i. Legal name and address of organization or individual proposing to provide Animal sheltering services.
 - ii. Legal form of organization (e.g. partnership, corporation, non-profit status, etc.). If joint venture, identify the members of the joint venture and provide all information required within this section for each member.
 - iii. Disclosure of “parent company” if proposer is a wholly-owned subsidiary (or subject to other partnerships).
 - iv. Physical address(es) of office(s) working on this project.
 - v. Name, title, address, email, and telephone number of the person to serve as project manager and a proposal contact (if different).
 - c. Experience and Technical Competence
 - i. Describe the team’s experience in operating other animal shelters or related service experience. List the name and location of the animal shelter and type of work accomplished in operating the shelter. Include reference contact information, as applicable.



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- ii. Describe your knowledge of and indicate your ability to obtain or maintain all regulatory permits and licenses applicable to the operation and management of an animal shelter.
 - d. Project Organization and Key Personnel
 - i. Describe proposed project organization, including team structure and identification and responsibilities of key personnel. Include resumes for key personnel as attachments.
 - ii. Describe type of availability and hours including office location/hours, phone and fax numbers, and email addresses. Provide an indication of the approximate staffing level(s) for the project.
 - iii. Provide a projected timeline for services provided leading up to and including the opening day of the animal shelter and operation throughout the year.
2. Method of Approach
- a. Proposed Method to Accomplish the Work
 - i. Describe the proposer's technical and management philosophy regarding the successful operation of an animal shelter. Include project management or implementation strategies or techniques that the proposer intends to employ in carrying out the work.
 - ii. Include a project schedule, identifying key tasks and deliverables to be performed, durations for each task, and overall time of completion, including a complete transition plan.
 - iii. Describe specific tasks you will require from Town staff. Explain what the respective roles of Town staff and your staff would be to complete the tasks specified in the Scope of Work.
 - iv. Proposers are encouraged to provide additional innovative and/or creative approaches for providing the service that will maximize efficient, cost-effective operations or increased performance capabilities. In addition, the Town will consider proposals that offer alternative service delivery means and methods for the services desired.
 - v. A list of subcontractors and/or partners, if any, and their specific roles with regard to the animal shelter.
 - vi. Describe how the proposer will work with the Town of Marana to partner on education, outreach and other services.
 - b. Rules and Regulations
 - i. Provide an organized and detailed set of rules, regulations or guidelines for the operation of the Animal Shelter.
3. Financial Sustainability and Fee Proposal
- a. Financial Sustainability and Fees
 - i. Fee proposal for the Animal sheltering services as requested in Exhibit B – Price Page.



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- ii. Include pricing proposal for any other relevant service that may be required for the performance of services described in this RFP.
 4. Exceptions to this Request for Proposal
 - a. The proposer shall certify that it takes no exception(s) to any portion of the RFP. If the proposer does take exception(s) to any portion of the RFP, the specific portion of the RFP to which exception(s) is taken shall be identified and explained.

Special Terms and Conditions

1. **Term:** This contract is for operation of Animal Sheltering Services for an initial term of three years.
2. **Contract Extension:** By mutual written contract amendment, the contract may be renewed for up to two subsequent years.
3. **Price Adjustment:** The Town will review fully documented requests for price increases on an annual basis. Any price increase adjustment will only be made at the time of contract extension and will be a factor in the extension review process. Any price adjustment will be effective upon the effective date of the contract renewal.
4. **Permits and Approvals:** Contractor agrees and undertakes to obtain necessary permits and approvals from all local, state and federal authorities for the project, at Contractor's expense.
5. **Payment Terms:** Unless otherwise agreed to in advance, the Contractor shall submit an invoice to the Town on a monthly basis for the services provided the previous month. The Town shall pay Contractor within 30 days of receipt and acceptance of a complete and accurate invoice for payment. The Town will consider alternative payment terms based upon the specific circumstances or requirements of services described in this RFP.
6. **State and Local Laws:** Contractor shall comply with all relevant provisions of state and local law, including without limitation Title 6 of the Marana Town Code and A.R.S. §11-1021 *et seq* regarding the proper handling of animals.

Standard Terms and Conditions

1. **Definition of Terms:** As used in this Solicitation and any resulting Contract/ Agreement, the terms listed below are defined as follows:
 - 1.1. "Attachment" means any item the Solicitation requires the Offeror to submit as part of the Offer.
 - 1.2. "Contract" or "Agreement" means the combination of the Solicitation, including, where applicable, the Standard and Special Instructions to Offerors, the Standard and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer, and any Best and Final Offers, any Solicitation Amendments or Contract Amendments, and any associated Purchase Orders or Task Orders.
 - 1.3. "Contract Amendment" means a written document signed by the Purchasing Director that is issued for the purpose of making changes in the Contract.
 - 1.4. "Contractor" means any person who has a Contract or Agreement with the Town.
 - 1.5. "Days" means calendar days unless otherwise specified.



- 1.6. "Exhibit" means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
- 1.7. "Gratuity" means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
- 1.8. "Materials" means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.
- 1.9. "Purchasing Director" means the person, or his or her designee, duly authorized by the Town to enter into and administer Contracts and make written determinations with respect to the Contract.
- 1.10. "Services" means the furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.
- 1.11. "Subcontract" means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.
- 1.12. "Town" means the Town of Marana.
- 1.13. "Town Fiscal Year" means the period beginning with July 1 and ending June 30.

2. Contract Interpretation

- 2.1. Arizona Law. Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code (UCC) and the Marana Town Code.
- 2.2. Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
- 2.3. Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the Town and as they may be amended, the following shall prevail in the order set forth below:
 - 2.3.1. Contract or Agreement for Professional/Consultant Services, if any;
 - 2.3.2. Special Terms and Conditions;
 - 2.3.3. Standard Terms and Conditions;
 - 2.3.4. Statement or Scope of Work;
 - 2.3.5. Specifications;
 - 2.3.6. Attachments;
 - 2.3.7. Exhibits;
 - 2.3.8. Purchase Orders or Task Orders.
- 2.4. Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.
- 2.5. Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.



- 2.6. No Parol Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.
- 2.7. No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

3. **Contract Administration and Operation.**

- 3.1. Records. The Contractor shall retain and shall contractually require each subcontractor to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the Town at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- 3.2. Audit. At any time during the term of this Contract and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the Town and, where applicable, the federal government, to the extent that the books and records relate to the performance of the Contract or Subcontract.
- 3.3. Facilities Inspection and Materials Testing. The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract. The Town shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If the Town determines noncompliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the Town for testing and inspection.
- 3.4. Notices. Notices to the Contractor required by this Contract shall be made by the Town to the person indicated as the contact person in the Contractor's Offer, unless otherwise stated in the Contract. Notices to the Town required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Purchasing Director and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.
- 3.5. Advertising, Publishing and Promotion of Contract. The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Purchasing Director.
- 3.6. Property of the Town. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the Town. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the Town.
- 3.7. Ownership of Intellectual Property. Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets



created or conceived pursuant to or as a result of this Contract and any related subcontract (“Intellectual Property”), shall be work made for hire and the Town shall be considered the creator of such Intellectual Property. The Town of Marana shall own the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the Town, within 30 days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the Town and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the Town. The Intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not the Town without the express written authorization of the Town.

4. Costs and Payments

- 4.1. Invoices. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the Town within 30 days, unless a different payment schedule is agreed to.
- 4.2. Delivery. Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destination.
- 4.3. Applicable Taxes.
 - 4.3.1. Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes.
 - 4.3.2. Town and Local Transaction Privilege Taxes. The Town of Marana is subject to all applicable state transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.
 - 4.3.3. Tax Indemnification. Contractor and all subcontractors shall pay all federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and shall require all subcontractors to, hold the Town harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Workers’ Compensation.
 - 4.3.4. IRS W9 Form. In order to receive payment, the Contractor shall have a current IRS W9 Form on file with the Town of Marana, unless not required by law.
- 4.4. Availability of Funds for the Next Town Fiscal Year. Funds may not presently be available for performance under this Contract beyond the current Town fiscal year. No legal liability on the part of the Town for any payment may arise under this Contract for the next Town fiscal year until funds are made available for performance of this Contract.
- 4.5. Availability of Funds for the Current Town Fiscal Year. Should the Town Council reduce the appropriations for any reason, causing these goods or services to be unfunded or not fully funded, the Town may take any of the following actions:
 - 4.5.1. Accept a decrease in price offered by the Contractor
 - 4.5.2. Cancel the Contract
 - 4.5.3. Cancel the Contract and re-solicit the requirements



5. Contract Changes

- 5.1. Amendments. This Contract is issued under the authority of the Purchasing Director who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the Purchasing Director in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.
- 5.2. Subcontracts. The Contractor shall not enter into any subcontract under this Contract for the performance of this contract without the advance written approval of the Purchasing Director. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. The subcontract shall incorporate by reference the terms and conditions of this Contract.
- 5.3. Assignment and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Purchasing Director. The Town shall not unreasonably withhold approval.

6. Risk and Liability

- 6.1. Risk of Loss. The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.
- 6.2. Indemnification
 - 6.2.1. Contractor/Vendor Indemnification (Not Public Agency). The Contractor agrees to defend, save, hold harmless, and indemnify the Town, its officials, employees, agents, successors, and assigns from and against any and all manner of claims, suits, lawsuits, action or actions, causes or causes of action, liabilities, damages, and other claims and demands of whatsoever nature or kind, in law or in equity, in tort or in contract, or otherwise caused by or resulting from the Contractor's errors, omissions, or negligent acts in the performance of services pursuant to this Contract.
 - 6.2.2. Public Agency Indemnification. To the fullest extent permitted by law, each party (as "Indemnitor") agrees to indemnify, defend and hold harmless the other party, its officers, officials, employees, agents, volunteers, successors, and assigns (as "Indemnitees") from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney fees), hereinafter collectively referred to as "claims," arising out of bodily injury to any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the Indemnitees, are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers, successor, or assigns, provided, however, that the Indemnitor shall have no obligation to indemnify the Indemnitee for the Indemnitee's passive negligence.



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- 6.2.3. Patent and Copyright. The Contractor shall indemnify and hold harmless the Town against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the Town of materials furnished or work performed under this Contract. The Town shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph.
- 6.3. Force Majeure. Except for payment of sums due, neither party shall be 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 an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.
- 6.3.1. Not Force Majeure. Force majeure shall not include the following occurrences:
- 6.3.1.1. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;
 - 6.3.1.2. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
 - 6.3.1.3. Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.
- 6.3.2. Notice. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.
- 6.4. Third Party Antitrust Violations. The Contractor assigns to the Town any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.
- 6.5. Survival of Indemnification Provisions. The indemnification provisions set forth in this Article shall survive termination of this Agreement.
7. **Warranties**
- 7.1. Liens. The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.



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- 7.2. Quality. Unless otherwise modified elsewhere in these terms and conditions or in the Contract, the Contractor warrants that, for one year after acceptance by the Town of the materials, they shall be:
 - 7.2.1. Of a quality to pass without objection in the trade under the Contract description;
 - 7.2.2. Fit for the intended purposes for which the materials are used;
 - 7.2.3. Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;
 - 7.2.4. Adequately contained, packaged and marked as the Contract may require; and
 - 7.2.5. Conform to the written promises or affirmations of fact made by the Contractor.
 - 7.3. Fitness. The Contractor warrants that any material supplied to the Town shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.
 - 7.4. Inspection/Testing. The warranties set forth in subparagraphs 7.1 through 7.3 of this article are not affected by inspection or testing of or payment for the materials by the Town.
 - 7.5. Compliance With Applicable Laws. The materials and services supplied under this Contract shall comply with all applicable federal, state and local laws, and the Contractor shall maintain all applicable licenses and permit requirements.
 - 7.6. Survival of Rights and Obligations after Contract Expiration or Termination.
 - 7.6.1. Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof.
 - 7.6.2. Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Purchasing Director, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

8. **Town's Contractual Remedies**

- 8.1. Right to Assurance. If the Town in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Purchasing Director may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of days specified in the demand may, at the Town's option, be the basis for termination of the Contract under the Standard Terms and Conditions or other rights and remedies available by law or provided by the contract.
- 8.2. Stop Work Order.
 - 8.2.1.1. The Town may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the Town after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of



costs allocable to the work covered by the order during the period of work stoppage.

- 8.2.1.2. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Purchasing Director shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.
- 8.3. Non-exclusive Remedies. The rights and the remedies of the Town under this Contract are not exclusive.
- 8.4. Nonconforming Tender. Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, the Town may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.
- 8.5. Right of Offset. The Town shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the Town, or damages assessed by the Town, concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Standard Terms and Conditions.

9. Contract Termination

- 9.1. Gratuities. The Town may, by written notice, terminate this Contract, in whole or in part, if the Town determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the Town for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The Town, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.
- 9.2. Suspension or Debarment. The Town may, by written notice to the Contractor, immediately terminate this Contract if the Town determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify the Town.
- 9.3. Termination for Convenience. The Town reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the Town without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the Town. In the event of termination under this paragraph, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the Town upon demand. The Contractor shall be



entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination.

9.4. Termination for Default.

9.4.1. In addition to the rights reserved in the contract, the Town may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Purchasing Director shall provide written notice of the termination and the reasons for it to the Contractor.

9.4.2. Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the Town on demand.

9.4.3. The Town may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the Town for any excess costs incurred by the Town in procuring materials or services in substitution for those due from the Contractor.

9.5. Continuation of Performance through Termination. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

10. Contract Claims.

All contract claims or controversies under this Contract shall be resolved by the Purchasing Director with appeal to the Town Manager.

11. Arbitration.

The parties to this Contract agree to resolve all disputes arising out of or relating to this contract through arbitration, after exhausting applicable administrative and political review.

12. Compliance with Laws

12.1. General. The Contractor shall comply with all applicable federal, state and local laws, rules, regulations, standards and executive orders, without limitation to those designated within these Terms and Conditions.

12.2. Non-Discrimination. The Contractor agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09, which supersedes Executive Order 99-4 and amends Executive Order 75-5, and which is hereby incorporated into the Contract as if set forth in full herein. During the performance of the Contract, the Contractor shall not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

12.3. Americans with Disabilities Act. The Contractor shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36.

12.4. Immigration Laws. The Contractor warrants that it, and any subcontractor who performs any work for the Contractor under this Contract, will at all times comply with all federal



immigration laws and regulations that relate to its employees and will comply with A.R.S. § 23-214 (A). The Contractor acknowledges that pursuant to A.R.S. § 41-4401 and effective September 30, 2008, a breach of this warranty is a material breach of this Contract subject to penalties up to and including termination of this Contract, and that the Town retains the legal right to inspect the papers of any employee who works on the Contract to ensure compliance with this warranty.

12.5. Workplace Safety Laws.

12.5.1. The Contractor shall keep fully informed of and at all times observe and comply with all federal and state laws, all local laws, ordinances and regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed on the work or which in any way affect the conduct of the work, including without limitation the Drug-Free Workplace Act, Occupational Safety and Health Act, and all other applicable laws. The Contractor shall defend, hold harmless and indemnify the Town, its representatives and agents against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by the Contractor or by any of the Contractor's subcontractors or suppliers, or by any of their employees.

12.5.2. The Contractor shall take all necessary precautions for the safety of employees on the work site and other persons who may be affected thereby, and shall comply with all applicable provisions of federal, state and local safety laws and building codes to prevent accidents or injury to persons on, about or adjacent to the premises where the work is being performed. The Contractor shall erect and properly maintain at all times, as required by the condition and progress of the work, all necessary safeguards and traffic control devices for the protection of workmen and the public and shall post danger signs warning against the hazards created by the construction, including, without limitation, operating or parked equipment, obstructions, changes in grade, scaffolding, excavations and falling materials.

12.5.3. The Contractor warrants it is fully familiar and shall comply with all of the safety requirements of the Occupational Safety and Health Act (29 U.S.C. Sections 641 - 678, or as amended or recodified from time to time), and the Hazard Communication Act relating to the use of hazardous materials (29 C.F.R. 1910 - 1200, or as amended or recodified from time to time), as promulgated by the federal government and as implemented by the State of Arizona, and that it will be solely responsible for all fines and penalties provided for by law for any violation of such Act and, furthermore, shall require all subcontractors to comply with such Acts and with the provisions of this section. Any claims arising out of alleged violations of such Acts are covered by the indemnification set forth in Article 8 above.

12.6. Israel Boycott Divestments. The Contractor certifies that it is not currently engaged in, and agrees for the duration of the Contract to not engage in, a boycott of Israel as defined by A.R.S. §35-393.



13. Insurance

13.1. Requirements. Except as otherwise provided in this Article, the Contractor and any subcontractor who performs any work for the Contractor under this Contract shall maintain insurance with carriers acceptable to the Town throughout the term of this Contract with the following required minimum coverages and limits:

Workers' Compensation	Statutory
Employer's Liability	U.S. \$100,000
Commercial General Liability	U.S. \$1,000,000 per occurrence
	U.S. \$2,000,000 aggregate
Business Auto Liability	U.S. \$1,000,000 combined single limit

13.2. Evidence of Insurance. The Contractor shall deliver one or more certificates of insurance evidencing coverage as described in this Article, including coverage required of any subcontractor, to the Town upon execution of the Contract, prior to commencing any work pursuant to the Contract. The Contractor shall also deliver new certificates of insurance each time the policy(s) is updated. Certificates shall be delivered to the Purchasing Director, 11555 W. Civic Center Drive, Marana, Arizona 85653.

13.3. Additional Insured. The Town shall be named as an additional insured on the commercial general liability insurance policies required by section 13.1 above. As an additional insured, the Town shall be provided coverage for any liability arising out of operations performed in whole or in part by or on behalf of the Contractor or any subcontractor. The Contractor shall deliver additional insured endorsement(s) along with the certificate(s) of insurance required by section 13.2 above. The additional insured endorsement form identification number shall also be included within the description box on the certificate of insurance and the applicable policy number shall be included on the endorsement.

13.4. Waiver of Subrogation. All policies required pursuant to this Article shall be endorsed to contain a waiver of transfer of rights of recovery (subrogation) against the Town, its agents, officers, officials, and employees for any claims arising out of the Contractor's or any subcontractor's work or service. Endorsements evidencing this waiver of subrogation shall be provided to the Town along with all other insurance documentation required by this Article.

13.5. Modification. The coverage requirements specified in this Article may not be changed or modified except by written agreement signed by all Parties.

13.6. Notice of Cancellation. The Contractor shall give the Town at least 30 calendar days' written notice prior to a planned cancellation or reduction of any coverage required by this Article. The Contractor shall give the Town immediate notice of any other cancellation or reduction of any coverage required by this Article. Cancellation or reduction of any coverage required by this Article is grounds for termination of the Contract by the Town.



14. Confidential Information

- 14.1. If a person believes that a proposal, offer, specification, or protest contains information that should be withheld, a statement advising the Purchasing Director of this fact will accompany the submission and the information will be identified.
- 14.2. The information identified by the person as confidential will not be disclosed until the Purchasing Director makes a written determination.
- 14.3. The Purchasing Director will review the statement and information and will determine in writing whether the information will be withheld.
- 14.4. If the Purchasing Director determines to disclose the information, the Purchasing Director will inform the Contractor in writing of such determination.

15. Responsible Offeror:

- 15.1. An Offeror determined by the Purchasing Director to have the following qualities:
 - 15.1.1. The ability, capacity, experience and skill to provide the goods and/or services in accordance with proposal specifications;
 - 15.1.2. The ability to provide the goods and/or services promptly, or within the time specified, without delay or interference;
 - 15.1.3. The equipment, facilities and resources of such capacity and location to enable the contractor to provide the goods and/or services;
 - 15.1.4. The ability to provide future maintenance, repair, parts and service for the use of the goods purchased, when applicable;
 - 15.1.5. The quality and adaptability of the materials, supplies or services required or necessary to the particular use;
 - 15.1.6. The financial resources to perform the Contract.

16. Responsive Offeror:

An Offeror determined by the Purchasing Director to have submitted a proposal that conforms in all material respects to the requirements of the proposal documents.

17. Cooperative Purchasing

This Contract is available to public procurement units as a cooperative purchasing agreement pursuant to A.R.S. § 41-2632. The Town shall not be responsible for any disputes arising out of transactions made by others and shall not be liable for any violation of this Contract by, or the actions or inaction of, an eligible procurement unit related to this Contract. Receipt, inspection and payment for materials and services cooperatively procured under this Contract shall be the exclusive obligation of the procuring agency. The procuring agency shall not use this Contract to obtain additional concessions or reduced prices for similar materials and services. The failure of the eligible procurement unit to secure performance from the Contractor in accordance with the terms and conditions of its purchase order does not necessarily obligate the Town to exercise its own right or remedies.



Offer and Acceptance
OFFER

TO THE TOWN OF MARANA:

The undersigned on behalf of him/herself or on behalf of the entity, firm, company, partnership, or other legal entity listed below hereby offers and agrees to furnish the services set forth in the Town of Marana’s Request for Proposals in compliance with all terms, statements of work, conditions, specifications, and amendments in the Request for Proposals. Any exceptions to the terms contained in the Request for Proposals must be specifically indicated in writing and are subject to the approval of the Town prior to acceptance.

For Clarification of this Offer contact:

Contractor Name
Address
City State ZIP
Signature of Person Authorized to Sign
Printed Name
Title

Name
Title
Phone
Fax
Email

ACCEPTANCE OF OFFER AND NOTICE OF AWARD (TOWN USE ONLY)

The Offer is hereby accepted. The contract consists of the following documents: 1) the Request for Proposals issued by the Town; 2) the Contractor’s response to the Town’s Request for Proposals; 3) this written offer and acceptance and notice of award. Contractor is now bound to provide the services listed in the contract and based upon the Request for Proposals, including all terms, conditions and specifications, the scope of work, amendments, Contractor's Offer, and any best and final offers, as accepted by the Town.

The Contractor shall not commence any billable work or provide any materials or service under this contract until Contractor is directed to do so in writing by the undersigned.

Contract No. _____

Attest:

Jocelyn Bronson, Town Clerk

TOWN OF MARANA,
an Arizona municipal corporation
Awarded this __, day of _____, 2017

Erik Montague, Finance and Purchasing Director

Approved as to form:

Town Attorney



Attachment A - References

The Town requests three references for Animal Sheltering Services. This completed reference attachment must be included within the submission packet as described in the Instructions to Offerors.

Reference 1

Agency Name	_____
Contact Name	_____
Contact Title	_____
Contact Address	_____
Contact Phone Number	_____
Contact Email Address	_____

Reference 2

Agency Name	_____
Contact Name	_____
Contact Title	_____
Contact Address	_____
Contact Phone Number	_____
Contact Email Address	_____

Reference 3

Agency Name	_____
Contact Name	_____
Contact Title	_____
Contact Address	_____
Contact Phone Number	_____
Contact Email Address	_____



Attachment B – Price Page

Prices must be inclusive of all costs, including but not limited to, direct and indirect costs for labor, overhead, materials, printing, travel and mileage, postage, etc.

Offerors must complete the Price Page below. The quantities shown are estimated only and the Town reserves the right to increase or decrease the amounts as circumstances may require. Offerors may add pricing for other services included but not listed.

Description	Estimated Monthly Quantity	Per Day (24hr Period)
Animal Sheltering Services		
Dogs	29	\$ _____
Cats	15	\$ _____
Other	2	\$ _____
Emergency veterinary care		\$ _____

(Please attach an additional sheet if needed to provide detailed summary of all itemized costs and services that will be provided by the Offeror as a result of this service contract. Please provide a flat fee cost for Emergency Veterinary Care for consideration. This fee should not be included in the cost of the one-year contract.)



Attachment C – Animal Sheltering Services Supplemental Questionnaire

1. Please describe your company’s philosophy on adoption and euthanasia.

2. What is your current euthanasia rate?

3. What is the distance of your facility from the Town of Marana Municipal Complex? Marana Operations Center?

4. Will you be able to issue animal licenses on behalf of the Town? If yes, please indicate how this service will be facilitated and processing fee if any.

5. The Town is requesting at least two drop off times per day. Please provide additional information on what your expectations of drop-offs are.

6. Will you accept owner relinquished animals? If so, explain the process.

7. Do you offer on-site veterinary services? If so, explain.



9. Are you licensed to dispense and supply the controlled substances (Telozol, Ketamine, and Sodium Pentobarbital) required by the Animal Control Officers for field captures and euthanasia per the usage shown on page 5? When will the controlled substances be available after a request is made?

10. What other services can you provide that can benefit the Town of Marana, the community and Animal Control?

11. Can you provide the community with Public Education with regards to Pet Health and Safety?

12. Can you hold Public Adoption events?

ADDENDUM NO. 1
RFP 2016-032 – ANIMAL SHELTER SERVICES
FEBRUARY 3, 2017

I. The following information is presented in response to questions received;

1) Q: Would we need a Marana business license or is our 501c3 status sufficient –
page 6 under background information

A: No business license is required.

2) Q: Page 10 – section b. Rules and Regulations – HSSA has a 133 page Standard Operating
Procedure Manual and an 85 page medical manual – should those be submitted via DropBox or
thumb drive with the RFP?

A: Putting the information on a thumb drive or cd/dvd is acceptable. Include this information in
your bids package.

There have been no other inquiries or questions, no additional inquiries will be accepted.

Addendum **must** be signed and made a part of **Proposal Packet**.

ADDENDUM ACKNOWLEDGEMENT:

Signature

Date

EXHIBIT 'B'



Offer and Acceptance

OFFER

TO THE TOWN OF MARANA:

The undersigned on behalf of him/herself or on behalf of the entity, firm, company, partnership, or other legal entity listed below hereby offers and agrees to furnish the services set forth in the Town of Marana's Request for Proposals in compliance with all terms, statements of work, conditions, specifications, and amendments in the Request for Proposals. Any exceptions to the terms contained in the Request for Proposals must be specifically indicated in writing and are subject to the approval of the Town prior to acceptance.

Contractor Name: Humane Society of Southern Arizona
Address: 3450 N. Kelvin Blvd. Tucson, Arizona 85716
City: Tucson, State: Arizona, ZIP: 85716
Signature of Person Authorized to Sign: Clay Bacon, CFO
Printed Name: Clay Bacon
Title: Chief Financial Officer

For Clarification of this Offer contact: Brandy Burke

Name: Brandy Burke
Title: Chief Operating Officer
Phone: 520 321-3704, ext. 183
Fax: 520 325-7190
Email: bburke@hssaz.org

ACCEPTANCE OF OFFER AND NOTICE OF AWARD (TOWN USE ONLY)

The Offer is hereby accepted. The contract consists of the following documents: 1) the Request for Proposals issued by the Town; 2) the Contractor's response to the Town's Request for Proposals; 3) this written offer and acceptance and notice of award. Contractor is now bound to provide the services listed in the contract and based upon the Request for Proposals, including all terms, conditions and specifications, the scope of work, amendments, Contractor's Offer, and any best and final offers, as accepted by the Town.

The Contractor shall not commence any billable work or provide any materials or service under this contract until Contractor is directed to do so in writing by the undersigned.

Contract No. _____

Attest:

Jocelyn Bronson, Town Clerk

TOWN OF MARANA,
an Arizona municipal corporation
Awarded this __, day of __, 2017

Erik Montague, Finance and Purchasing Director

Approved as to form:

Town Attorney

TOWN OF MARANA ARIZONA REQUEST FOR PROPOSAL (RFP)

#2016-032

ANIMAL SHELTERING SERVICES

1. Qualifications & Experience

a. Executive Summary:

Thank you for offering the Humane Society of Southern Arizona the opportunity to submit a proposal for Animal Sheltering and Care in partnership with the Town of Marana Animal Control. The Humane Society of Southern Arizona has been actively providing care and sheltering of homeless and surrendered companion animals for over 72 years. We are proud to offer not only superior animal care services, but a full array of services for pets and the people who love them. All animals sheltered at HSSA are provided with clean, sanitary kennels, veterinary medical care and enrichment.

HSSA will provide flexible drop off and kenneling for animals brought in by the Town of Marana Animal Control Officers, including quarantines, and will assist as needed in animal cruelty investigations and hoarding situations. HSSA will also provide licensing services and bi annual Rabies Clinics for the residents of Marana.

To assist with population control and animal health, HSSA has an affordable Spay/Neuter Clinic available to residents, and provides twice weekly affordable Vaccination Clinics at our facility. In addition, HSSA offers a free TNR (Trap, Neuter, Return) program to residents for sterilization of feral and community cats.

For the children in the community, we continue to offer educational opportunities including classroom presentations, summer programs and various other events throughout the year.

HSSA is audited by an independent auditor annually and the results are available for review. HSSA takes pride in its transparency regarding our animals and finances.

Thank you for considering HSSA.

b. Identification of the Lead Entity

- i. Humane Society of Southern Arizona
- ii. 501 (c) 3 charitable organization, C corporation
- iii. n/a
- iv. 3450 N Kelvin Blvd, Tucson AZ 85716 (current address). New address in late 2017/early 2018 – 635 W Roger Road, Tucson AZ 85705
- v. Brandy Burke, Chief Operations Officer, 3450 N Kelvin Blvd, Tucson AZ 85716, bburke@hssaz.org, 520-327-6088 x183. Proposal Contact for contract, Clay Bacon, Chief Financial Officer, 520-327-6088 x124, cbacon@hssaz.org

c. Experience and Technical Competence

- i. The Humane Society of Southern Arizona, hereby referred to as HSSA, has been in existence for 72 years. Our staff is comprised of approximately 95 personnel, including a Human Resources and Volunteer department, Marketing, Development and Education departments, Finance team, Clinic and Shelter staff and two (2) offsite adoption and retail shops and two (2) thrift stores. Currently, HSSA admits 6,000 animals a year and maintains a live release rate of 95% or higher on an annual basis. This number is comprised of stray, owner released and other agency transfers.

References are included in Attachment A, as requested.

- ii. The staff at HSSA assigned to complete the services, possess all relevant experience necessary as described under the scope of work. All personnel assigned to the work possess appropriate certifications or registrations as required by Arizona state agencies, if any. The Humane Society of Southern Arizona is audited yearly by a local CPA firm, Ludwig Klewer & Company. HSSA maintains all pertinent and necessary regulatory permits and licenses required to operate and maintain our agency and its related operations.

d. Project Organization and Key Personnel

The proposed key personnel for the execution of the project are listed below

- i. Key Personnel (biographies attached)

Brandy Burke – Chief Operations Officer

- Point of Contact for the Project
- Operational oversight of Clinic, Shelter, Offsite and Human Resources

Christian Gonzalez – Director of Operations

- Direct oversight of all shelter services, including admissions, adoptions and offsite business models

Pat Brayer – Clinic Director

- Direct oversight of all clinic services. Point of Contact for on-site and remote Vaccination Clinics, Spay/Neuter Clinic

Jennifer Hubbard – Director of IT and Facilities

- Oversees all Facility and Maintenance/grounds upkeep
- Direct oversight of computer systems and animal database

Clay Bacon – Chief Financial Officer

- Direct oversight of HSSA's finances
- Point of Contact for all HSSA contracts and business relations

Inge Koopman-Leyva – Associate Director of Education and Outreach

- Oversees all Education and Outreach services for classroom education and court mandated animal cruelty and neglect classes
- Point of Contact for outreach efforts in the community

Mike Duffey – Animal Cruelty Investigator

- Point of Contact for animal neglect and cruelty cases
- Member of the ACT (Animal Cruelty Task Force)

- ii. HSSA maintains operations 7 days per week, approximately 12 hours per day. HSSA does not offer overnight staff and is NOT a 24 hour facility.

Hours of Admissions: 9am-4pm Monday-Saturday; 11am-5pm Sunday

Hours of Adoptions: 11am-6pm Monday – Saturday; 11am-5pm Sunday

Phone number: 520-327-6088 extensions 103 and 105 and Operator 100

Fax number: 520-325-7190; email admissions@hssaz.org

The Humane Society of Southern Arizona has adequate staffing levels available daily to service the needs of the animals in our care. Staff members are cross trained to assist in areas as business needs vary.

HSSA shall accept animals from designated Town of Marana personnel between the hours of 9am and 4pm, Monday through Saturday; 11am and 5pm on Sunday. Admittance of animals outside of these hours should be coordinated with designated HSSA staff. There shall be no limit to the number of drop offs per day, and Marana Town officials shall take priority when dropping off stray or confiscated animals. HSSA will provide a list of HSSA approved and observed holidays where admissions will not be permitted due to campus closure.

Marana town residents will be asked to schedule an appointment to drop off owner-relinquished animals. Owner-relinquished drop offs are charged a one-time fee of \$45, to be paid by the owner. HSSA proposes that the Town of Marana consider covering the \$45 fee in cases when an owner is unable to pay the fee. Currently, owners are not required to pay a fee to PACC and the Town of Marana is billed for that.

HSSA also offers euthanasia services to the public at a reduced cost – see pricing posted on website; https://hssaz.org/services/end_of_life_services/

HSSA maintains full staffing during normal business hours and includes: front line admissions and adoption staff, veterinary and clinic staff; animal care staff and support staff. HSSA also contracts with the Department of Corrections (DOC), and employs 8-12 crew members to perform routine kennel cleaning and feeding protocols.

Optional Animal Pick up by HSSA shall be coordinated on a case by case basis and if staffing permits. A flat fee of \$50 will be charged to the Town of Marana if animal pick up services are required.

- iii. HSSA is prepared to begin accepting animals from Marana residents and Marana officials at the start date of this accepted proposal, July 1, 2017, at the Kelvin Blvd. location and late 2017/early 2018 at the Roger Road location.

Database updates to include relevant and necessary record keeping, data capture for Town of Marana and Marana residents, as necessary and defined in the scope of work.

HSSA maintains comprehensive records on premises for a period of not less than three (3) years. HSSA maintains an in house database system that records all pertinent information on all animals admitted into our care. HSSA will submit monthly reports including impounds, disposition of animals and fees collected that are payable to the Town.

HSSA will provide the following information in monthly reports:

- Description of the animal, including its apparent breed, color, size and sex. Disposition will be indicated only up to and including the last day of the holding period.
- Who brought in the animal (name and address of resident or animal control officer), date animal was brought in, where and how the animal was obtained.
- The animal's owner if claimed up to and including the last day of the holding period.
- HSSA will advise Town of Marana of all dangerous or potentially dangerous animals and dog bite incidents.
- HSSA will advise fees collected, if reimbursable or owed to the Town of Marana.
- HSSA will provide records of licenses sold with names, addresses and license numbers' on a monthly basis.

2. Method of Approach

A. Proposed Method to Accomplish the Work

i. Management and Philosophy

The Humane Society of Southern Arizona has been in operation since 1944. In our history we have taken in over 1 million animals. The successful operation of an animal shelter is to quickly assess an animals' well-being, provide necessary medical care and shorten length of stay. HSSA also believes that we hold an important responsibility to assess animal behavior and temperament, to deem it safe for re-homing into our southern Arizona communities. HSSA closely follows Maddie's Fund guidelines under the "Pet Evaluation Matrix Model" to assess behavioral and

medical conditions, which is also reflected in our SOP. Our current staffing structure and medical team is set up to accommodate admissions of animals from the Town of Marana, as well as other partners.

Shelter, kennel and animal care services will be held to the Humane Society of Southern Arizona's Standard Operating Procedures and to the highest standards of care and treatment to all animals held in its' possession. Adequate food and water shall be provided and the shelter shall not be overpopulated. HSSA will have basic veterinary services available during normal business hours. Pet owners of impounded animals would remain responsible for all routine and emergency veterinary care costs.

The shelter does provide means for isolation – not permitting the public to have access or visits – of animals with police holds, quarantines, or pets held in protective custody that will not expose other sheltered animals or staff to risk. In the event that an animal is impounded and boarded by the town of Marana Animal Control Officer or the Marana Police Department (or designee), or a court order, or placed under quarantine by a ruling of the state board or County Health department, HSSA will accept the responsibility to board said animal(s) as required by order or ruling at the expense of the Town of Marana. Owners of said impounded animals would be responsible for all costs, but in the event that there is no owner, or the owner does not pay the required fees, the Town of Marana will be responsible for payment of such fees and all costs incurred as a result of police or court order, or placement under quarantine determined by county and state law.

HSSA has an adequate number of dog kennels, cat cages, and isolation facilities for quarantined animals and animals being held for investigation, based on the estimated quantity provided by the Town. HSSA is also able to adequately care for and accept birds and other exotics, and work with species specific rescues to find long term appropriate placement. The animal shelter is maintained in a clean and sanitary condition at all times. Our cat holding area kennels do not currently comply with HSUS guidelines, but will be in compliance at our Roger Road campus. We do provide enrichment for those animals living in kennels that are not to current animal sheltering standards. Designated Town of Marana officials do have the right to enter and inspect the premises during regular business hours, for the purpose of inspecting the facilities for the conditions mentioned above.

HSSA provides daily cleaning and recognized sanitation of all shelter and kennel areas, food and water bowls, hallways and equipment; collection and proper disposal of animal refuse and other medical waste.

HSSA shall be responsible for making reasonable efforts to reunite an animal with its owner during the 'stray hold period'. After the 'stray hold period' expires, HSSA will make reasonable efforts to prepare and present animals for adoption, if not claimed by owner. HSSA maintains broad adoption hours at our main campus location and two satellite retail stores. HSSA is open 7 days per week to the public.

After the hold period has expired (3 day hold for animals with no identification – Pima County license tag, or registered microchip; 5 day hold for current license or registered microchip), responsibility of ownership will transfer from the Town of Marana to the Humane Society of Southern Arizona. HSSA will use our guidelines to assess the animal for adoption, transfer or euthanasia, based on health and temperament of animal. The Town of Marana will be financially responsible for all costs associated with unclaimed animals during the required hold period. Once the hold period expires, all financial responsibility will transfer to HSSA.

If an owner comes forward to claim an animal, said owner shall be responsible for all fees associated with daily boarding, vaccinations, and the cost of spay/neuter surgery, if required. The Town of Marana shall not be billed by HSSA for those costs.

HSSA has an onsite spay and neuter clinic, offering low cost services to the public as well as procedures for shelter pets. HSSA offers a twice weekly low cost Vaccination Clinic at our main campus (Wednesday and Saturday mornings), offering routine vaccinations and micro-chipping. HSSA also offers free TNR (trap, neuter, return) for feral and community cats.

HSSA may choose to perform veterinary or medical care during a 'stray hold' if the care or treatment is deemed necessary by a licensed veterinarian on staff for the well-being of the animal and the health of the shelter population. Procedures could be performed in house or by a designated full service veterinary clinic, if deemed urgent, necessary or an emergency. Town of Marana would be responsible for these costs. Contagious illnesses (kennel cough, giardia, etc.) will be treated during the stray hold period and is the responsibility of the Town at a flat fee for medications.
(Attachment B)

HSSA maintains an updated website. www.hssaz.org – keeping our constituents updated on events, hours of operations, adoptions, contact information and other relevant information. HSSA proposes a collaborative effort between HSSA and the Town of Marana to create a web link to Town of Marana, relating to animal control laws for Town, County and State, licensing fees, as well as any other relevant information deemed necessary by both entities.

ii. Project Schedule

Work to begin at start of accepted proposal, July 1, 2017. HSSA is already set up as an active and functional animal shelter, and should require no transition plan. Kenneling shall be prioritized to Town of Marana as per this submittal.

iii. Specific Tasks required by Town Staff

Town of Marana designees should be well versed in the Town, County and State animal welfare and control laws. HSSA proposes that Marana Animal Control Officers (ACO's) apply to become active members of the ACT committee (Animal Cruelty Task Force of Southern Arizona).

ACO's should be trained in appropriate humane response and capture of stray/at large animals.

ACO's should be trained in accepted protocol for collecting evidence for impounds and cruelty and neglect cases, including the following, which is not an exhaustive list: Animal Cruelty statutes, controlling ordinances, felony charging procedures, felony reporting, impounding of animals, preserving evidence, anonymous reports/uncooperative witnesses, report writing, restitution, definitions of abandonment, cruel neglect, mistreatment and intentionally, knowingly or recklessly causing harm to an animal. ARS 13-2910 – Animal Cruelty

HSSA proposes to actively assist in helping collect evidence and supply supporting documentation to assist Town of Marana in prosecuting felony or misdemeanor cases. HSSA will also provide the best possible care to rehabilitate animals that have been neglected, abused or otherwise found to be in need of medical care. HSSA will also collect evidence on owner –relinquished animals, if suspected neglect or abuse is notated by an admission counselor or staff veterinarian.

Town of Marana ACO's and designees should communicate regularly with HSSA designated staff to coordinate drop-offs and special needs in a timely manner. Grievously injured companion animals should be taken directly to a full service veterinary clinic in a timely manner.

HSSA proposes to share all relevant guidelines and historical documentation that will assist Town of Marana ACO's in achieving efficiency in their roles.

The Town will need to provide licensing materials, including tags, for the purpose of issuing dog licenses to Town residents.

iv. Innovative Approaches

HSSA proposes a comprehensive and collaborative marketing effort between designated Town of Marana personnel and HSSA personnel, updating residents on Town changes. Marketing efforts could be accomplished through Direct Mail and Targeted Social Media ads. Costs would be paid for by Town of Marana. If any costs were associated with using HSSA platforms for delivery, and requested by Town of Marana, the Town would be responsible for reimbursement. HSSA has immense brand recognition and over 40k FB followers, as well as four (4) full time staff members to help with language and branding efforts.

HSSA will provide assistance, when approved by Town of Marana officials and HSSA staff, to assist officers and other designees in animal handling training, behavior and temperament, evidence collection training, and other mutually agreed upon issues and topics that are representative and in the best interest of HSSA and Town of Marana. There will be no fees for training which occurs at our facility or in the field, as this is reflective of HSSA's mission and vision of collaborative efforts between agencies and municipalities.

v. List of Subcontractors/Partners

HSSA currently works with a variety of full service Veterinary Clinics in southern Arizona; Pima Pet Clinic, Valley Animal Hospital, Santa Cruz Veterinary Clinic, Veterinary Specialty Center of Tucson, Sunrise Pet Clinic, Ventana Veterinary Clinic, and SAVS. This is not an exhaustive list.

HSSA recommends that the Town of Marana create partnership agreements with local veterinarians for emergency stray situations, when an animal is injured and needs to be stabilized or euthanized (hit by car, etc.). Twin Peaks, Marana

Veterinary Clinic, Cortaro Farms Veterinary Clinic and Ina Road Emergency Clinic are in Marana's proximity. HSSA is NOT a full service emergency clinic, and is not equipped to take in medical emergency situations. However, HSSA is able to take in stray animals as a transfer from the veterinary clinic, once stabilized.

vi. **Education, Outreach and Other Services**

School Based Humane Education Programs

Through a variety of school-based programs and community outreach, our team of humane educators reaches people all over southern Arizona. We offer children's programs beginning at third grade level. Our school-based programs bring humane education right to the classroom, providing interactive lessons on a variety of topics, including the Humane Society of Southern Arizona's mission and services, basic pet care, animal cruelty prevention and animal-related careers. These programs are offered free to any school in Pima County.

Speakers Bureau – Adult Speaking Engagements and tabling events

The HSSA provides informative and inspirational talks for civic groups, businesses or professional associations, senior organizations or other service organizations. It's important to our mission and vision that the community is informed and engaged. A Speakers Bureau presentation is a great introductory first step. HSSA would offer scheduled presentations at no cost to the Town of Marana.

Pet Safety and First Aid -This class, developed by veterinarian Michael Lent of Pantano Animal Clinic and the Humane Society of Southern Arizona, is more than just a program on how to perform CPR or treat medical emergencies for cats and dogs. Participants will learn how to prevent emergencies; how to assist their vet in treating their pet; keep animals safe from local environmental hazards; avoid poisonous plants and household dangers; and identify and react to cruelty and neglect issues. And most importantly, lots of prevention!

Court mandated Animal Cruelty Education-The Animal Cruelty Education Program is a cooperative effort between The Humane Society of Southern Arizona and member organizations with the Animal Cruelty Taskforce of Southern Arizona. The program's purpose is to provide adults with the educational background, access to services and day-to-day skills needed to make them better pet owners. Participants in the program have all received citations or have been adjudicated of violations relating to the care and treatment of their or other animals, or have been referred to the program by the Pima County Justice Courts, Tucson City Courts, behavioral health

care providers or other agencies. The program is not a court of law concerned with the determination of guilt or innocence, but an opportunity to learn the needs and problems confronting those individuals and the animals that share their homes and lives.

HSSA proposes to offer two (2) annual Vaccination Clinics to Marana town residents, in Marana, at a mutually agreed upon date(s) and location(s) to maximize attendance and compliance with Pima County rabies control laws. HSSA proposes that the Town of Marana offer an 'amnesty' program in year one (1), offering free rabies vaccinations to residents who are out of compliance. HSSA would be the service provider, and Town of Marana would cover, or subsidize, the cost of rabies vaccinations (payment to HSSA) and waive, or offer, reduced license fees to residents who show a good faith effort. HSSA would offer other vaccinations and services, such as Distemper/Parvo vaccinations and micro-chipping, at a low cost to Marana residents (payment responsibility of resident). Additional information will be provided in 'other services offered' section.

HSSA proposes to offer two (2) annual adoption events in Marana Town limits for Marana residents, at a mutually agreed upon date(s), time and location. Standard pricing on current adoption fees would apply, along with mandatory payment of licensing fee for dogs. All adopted pets are vaccinated, chipped, licensed (dogs) and spayed/neutered before transferring ownership to an adopter. HSSA is willing to consider 'sponsored' adoptions, or waiving or reducing adoption fees, if sponsorship to cover those fees is obtained.

B. Rules and Regulations

- i. Due to the length of HSSA's Standard Operating Procedure Manual and Medical Treatment Protocol Guideline Manual, these documents will be shared via a thumb drive to the Town of Marana Procurement Officer for review.

Financial Sustainability and Fee Proposal

a. Financial Sustainability and Fees

Description	Estimated Monthly Quantity	Per Day - 24 hour period	Year 2 - proposed 4% increase	Year 3 - proposed 3.85% increase
Animal Sheltering Services				
Dogs	29	\$25	\$26	\$27
Cats	15	\$25	\$26	\$27
Other	2	\$15	\$15	\$15
Emergency Vet Care				
Emergency Vet Care			\$50	\$50
Non-emergency vet care			\$25	\$25
*Special Intake			\$35	\$35

emergency vet care and other animals, no increase proposed
 non-emergency vet care; treatment of contagious diseases during hold period

*Includes Bite case
 quarantines (10 days);
 Confiscated, Court Case,
 Police Request, Owner
 Arrested, Potentially
 Dangerous or Vicious Dog

HSSA proposes a 4% increase in the daily fee for year two (2) and a 3.85% increase in year three (3). This staggered increase captures HSSA overhead for staffing and increased operating costs in the new campus (Roger Road).

ii. Following, our quotation for Animal Care and Sheltering Service for the fiscal year beginning July 1, 2017 through June 30, 2020. The quotation for Basic Sheltering Service is based upon prior year/average intake.

Basic Sheltering Service – Year One (housing of stray, impounded animals for 3 days): \$46,125 based upon projected annual intake of 600 dogs/cats @ \$25 per day x 3 days; 25 other @ \$15 per day x 3 days.

If an animal leaves our care sooner than the three (3) day holding period (returned to owner, euthanized), the Town will be charged based upon the actual number of days impounded,

unless claimed by owner. If an animal is returned to owner during or beyond the hold period, any redemption fees collected will be credited to the Town up to the maximum number of days that have been billed.

Disease and Contagious Illnesses: On occasion animal shelters do experience contagious disease outbreaks or epidemics beyond our control, which puts the entire pet population at risk. While we make every provision to ensure quarantine and isolation of incoming animals, HSSA reserves the right to limit or manage intake to protect the current population, as well as any incoming cats and dogs. Town of Marana stray and confiscated animals will take priority even in these circumstances. HSSA will not be liable for any costs the Town may incur due to a temporary shelter closure.

Observation/Special Intake Service: Includes Bite case quarantines (10 days); Confiscated, Court Case, Police Request, Owner Arrested, Potentially Dangerous or Vicious Dog: \$35 per day x number of days impounded. If an animal is returned to owner*, the redemption fees collected will be credited to the town up to the maximum number of days that have been billed.

* Return to Owner Animal: The owner or person entitled to the custody of any animal impounded can redeem such animal by paying impound fees accruing up to the time of such redemption.

Private Veterinarian/Emergency Veterinary Care: If a pet owner is unable to be located and the injury or condition is life threatening and treatment is beyond the scope of HSSA Veterinary services, the animal should be taken to the nearest private contract Veterinarian/Emergency Animal Hospital. Town will be responsible for the costs of private contracted Veterinarian services. Once the animal is stabilized, the animal may be transferred to the care of HSSA. The attending Veterinarian may choose to euthanize to end irremediable suffering if the injury or condition is not treatable.

Abandoned Animals: Hold the required number of days per state and local laws.

Hoarding Cases: Animals retrieved from a hoarding environment should be surrendered by owner at time of confiscation. This not only limits the impound time and expense liability to the Town, but also enables HSSA to make decisions in the best interest of each animal. In the absence of owner surrender, HSSA suggests a requirement to post bond in the amount of \$750 for each animal be mandated by the Town, or follow current Pima County bond requirements. Any hoarding case would need to be a joint collaboration between HSSA and the designated Town officials, to ensure capacity is available above and beyond the estimated number of animals being admitted annually by the Town.

Licensing: Licensing service will be provided for a processing fee of \$4 per license. Fees from licenses and past due fees collected will be remitted to the Town monthly in arrears, less processing fees.

LifeSavers Fund: The Town may elect to contribute \$5 per altered and unaltered dog licenses to the LifeSavers Fund. The LifeSavers Fund will allow HSSA to offer a low cost spay/neuter program for the Town's residents who wish to have their pets spayed or neutered but cannot afford the surgery. Once residents are qualified, HSSA staff will work with Marana to assist qualified residents in obtaining spay/neuter services.

Vaccination Clinics: HSSA proposes that the Town consider subsidizing two (2) offsite Canine Rabies/Licensing Vaccination Clinics at a reduced cost to residents, to ensure dog licensing compliance in the Town. Rabies vaccination fee is \$13, DAPP fee is \$12 and Micro-chip fee is \$20, including free life-time registration. If the Town of Marana considers subsidizing a portion of the rabies vaccination to ensure participation and licensing compliance, HSSA proposes five (\$5) co-pay to the resident, with the remainder of the cost to be billed to the Town.

4. Exceptions to this Request for Proposal

m. Supply Controlled Substances

HSSA will not dispense and supply the Animal Control Officers employed by the Town with controlled substances. Animals requiring euthanasia may be brought to HSSA, or a Veterinary Clinic that the Town may have a relationship with, for euthanasia on premises by a licensed Veterinarian operating under authority of HSSA or Premises Permit of a local Veterinary Clinic.

Attachment A – References

Animal Sheltering Services-

RFP#2016-032

Reference 1

Agency Name	Graham County Animal Control
Contact Name	Terry Cooper
Contact Title	County Manager
Contact Address	921 Thatcher Blvd, Safford AZ 85546
Contact Phone Number	928-428-3250
Contact Email Address	tcooper@graham.az.gov

Reference 2

Agency Name	Friends of Bisbee Animal Shelter
Contact Name	Kelly Flannigan
Contact Title	President
Contact Address	938 Toveraville Road, Bisbee AZ 85603
Contact Phone Number	917-749-5331
Contact Email Address	bisbeefriends@gmail.com

Reference 3

Agency Name	Humane Society of the White Mountains
Contact Name	Regina Goetz
Contact Title	Alternative Placement Coordinator
Contact Address	3121 N Porter Mtn. Rd, PO Box 909, Lakeside AZ, 85929
Contact Phone Number	928-368-5295
Contact Email Address	hswmlakeside@gmail.com

Prices must be inclusive of all costs, including but not limited to, direct and indirect costs for labor, overhead, materials, printing, travel and mileage, postage, etc.

Offerors must complete the Price Page below. The quantities shown are estimated only and the Town reserves the right to increase or decrease the amounts as circumstances may require. Offerors may add pricing for other services included but not listed.

Description	Estimated Monthly Quantity	Per Day (24hr period)
Animal Sheltering Services		
Dogs	29	<u>\$25</u>
Cats	15	<u>\$25</u>
Other	2	<u>\$15</u>
Emergency veterinary care		<u>\$50</u>

(Please attach an additional sheet if needed to provide detailed summary of all itemized costs and service that will be provided by the Offeror as a result of this service contract. Please provide a flat fee cost for Emergency Veterinary Care of consideration. This fee should not be included in the cost of the one year contract.)

*See page 12 – a. Financial Sustainability and Fees

Attachment C – Animal Sheltering Services Supplemental Questionnaire

1. Please describe your company’s philosophy on adoption and euthanasia.

HSSA believes that all animals deserve a chance. The old misconception that shelter pets are ‘broken’ is a fading myth. Companion animals end up in shelters and county pounds for a variety of reasons, from human related issues, financial barriers and a myriad of other life altering events. HSSA takes a three prong approach: Education and Outreach to enhance awareness and knowledge, encourage responsible pet ownership and offer solutions to help keep pets in homes; Prevention, by offering low cost spay, neuter and vaccine clinics to prevent unwanted litters and unnecessary illnesses; Adoption and Placement, by enriching a pets’ time in our care through programs to rehabilitate and heal, assessing behavior and helping make matches to find forever homes.

2. What is your current euthanasia rate?

Since 2014, HSSA’s live release rate has been 95% or higher on an annual basis.

3. What is the distance of your facility from the Town of Marana Municipal Complex? Marana Operations Center?

HSSA current Campus

3450 N Kelvin Blvd to 11555 W Civic Center Drive = 23.3 miles

3450 N Kelvin Blvd to 5100 W Ina Road = 12.5 miles

HSSA New Campus (late 2017/early 2018)

635 W Roger Road to 11555 W Civic Center Drive = 20.1 miles

635 W Roger Road to 5100 W Ina Road = 8.2 miles

4. Will you be able to issue animal licenses on behalf of the Town? If yes, please indicate how this service will be facilitated and processing fee if any.

HSSA proposes the Town purchase licensing tags and perform licensing in the Town. HSSA would also keep a secured supply of tags at our main campus and issue licenses at

time of rabies vaccination or adoption. HSSA proposes a fee similar to the current Pima County pricing structure of \$18 for a 1 year license for altered dogs, \$63 for a 1 year license for unaltered dogs. Licenses processed by HSSA would incur a \$4 processing fee, paid by the Town.

*Late fees assessed to owners should be determined by the Town.

5. The Town is requesting at least two drop off times per day. Please provide additional information on what your expectations of drop-offs are?

HSSA proposes no limits to the number of drop off times, as long as they are within the posted admissions operating hours. Exceptions would be accommodated on a case by case basis.

6. Will you accept owner relinquished animals? If so, explain the process.

HSSA currently accepts owner-relinquished animals by appointment only. HSSA will make exceptions on emergency cases only. By adhering to appointments, it allows us to manage our animal population and serve more quickly those most in need, i.e. stray and confiscate cases. There is a one-time per animal relinquishment fee of \$45. The fee for relinquishment of a litter is \$75. Owners will incur the cost of the relinquishment fee, which will be discussed at time of scheduling the appointment. HSSA proposes the Town consider paying the one-time relinquishment fee if an owner is unable to financially cover the fee.

Additionally, HSSA does provide end of life services for owner released animals, at a cost to the owner

7. Do you offer on-site veterinary services? If so, explain.

HSSA offers on-site veterinary care for stray and existing animals in our care. HSSA is not a full service veterinary clinic and is not permitted to offer emergency or routine veterinary care for owned animals.

HSSA does offer on-site Spay/Neuter services and twice weekly Vaccination Clinics to the public.

8. Are you licensed to dispense and supply the controlled substances required by the Animal Control Officers for field captures and euthanasia per the usage shown on page 5? When will the controlled substances be available after request is made?

Please see the exception notated in 4.a. HSSA recommends the Town partner with a local full service veterinarian if the Town wishes to have their ACO's trained to perform humane field euthanasia. HSSA cautions this practice, as many other communities have recently experienced public scrutiny, as well as social media backlash.

9. What other services can you provide that can benefit the Town of Marana, the community and Animal Control?

As listed in the proposal: Education and Outreach Services, Vaccination/Licensing Clinics, Adoption events, etc.

10. Can you provide the community with Public Education with regards to Pet Health and Safety

Yes. Please reference section under Education, Outreach and other services.

HSSA encourages the Town to consider partnerships which bring additional services to the Town residents. AsaVet charities operates a mobile spay/neuter service, and may be willing to provide mobile spay/neuter services in the Town of Marana. Spay and neuter is a critical first step in encouraging responsible pet ownership. The Town should consider subsidized or partially subsidized funding sources to encourage residents to utilize services they may not otherwise pursue.

11. Can you hold Public Adoption events?

As stated in the proposal, HSSA will offer two (2) annual adoption events at a mutually agreed upon place, date and time.

Key Personnel – Biography/Resume

Brandy Burke – Chief Operations Officer

Brandy has 8 years' experience with the Humane Society of Southern Arizona. Initially hired in 2009 to open and manage the first two offsite adoption and retail stores, she moved to the main campus shelter in 2013 to bring a new approach and innovative solutions to animal sheltering. Brandy has been the COO of HSSA since 2014. With a B.S. in Business Administration from Eastern Illinois University and over 20 years' experience in the for profit world, she is thrilled to be putting her background to use in creating a better community for pets and people.

Christian Gonzalez – Director of Operations

With 14 Years working at the Humane Society of Southern Arizona, Christian is responsible for the welfare of thousands of animals a year. He oversees admissions of stray and owner surrendered animals, making sure they get full medical care, behavioral assessment, enrichment and socialization. Sheltering area also includes Adoptions and the Lost and Found Department, which assists in reuniting lost animals with their families. He also manages the operations of both retail and resale stores at HSSA's satellite locations. Outside of his work responsibilities he has committed his time to other organizations, including being a proud member of the Animal Cruelty Taskforce and Tucson Herpetological Society (current Treasurer for both). His is a regular volunteer for the Reid Park Zoological Society and TMC Foundation, as well as facilitating nationwide reptile rescue for all reptiles.

Pat Brayer – Clinic Director

With a feral cat as her inspiration, Pat began volunteering at her local open admission Humane Society that also provided animal control services to four local jurisdictions in southern California. This eventually led to her becoming President of the Board of Directors and Acting Executive Director. Her focus included strategic planning, reinvigorating community support, establishing affordable spay/neuter and vaccination services, and educating potential adopters of the lifetime commitment every pet deserves.

During the latter part of her tenure at the Humane Society, she directed the transition of the newly built Palm Springs Animal Shelter from a city government-run facility to management by a non-profit volunteer board of directors. Addressing severe over-capacity, first and foremost was building a highly skilled team of medical staff to insure the health of the animals and a dedicated kennel staff to insure their

ADDENDUM NO. 1
RFP 2016-032 – ANIMAL SHELTER SERVICES
FEBRUARY 3, 2017

I. The following information is presented in response to questions received;

1) Q: Would we need a Marana business license or is our 501c3 status sufficient –
page 6 under background information

A: No business license is required.

2) Q: Page 10 – section b. Rules and Regulations – HSSA has a 133 page Standard Operating
Procedure Manual and an 85 page medical manual – should those be submitted via DropBox or
thumb drive with the RFP?

A: Putting the information on a thumb drive or cd/dvd is acceptable. Include this information in
your bids package.

There have been no other inquiries or questions, no additional inquiries will be accepted.

Addendum **must** be signed and made a part of **Proposal Packet**.

ADDENDUM ACKNOWLEDGEMENT:



Signature

2/9/2017
Date

well-being, and establishment of much needed affordable spay/neuter and vaccination programs for the Coachella Valley.

Pat's prior career as an international Commercial Director has been the basis for sound business and management practices, easily translatable to the animal care field. She is deeply involved in animal care and control causes, and is in constant pursuit of continuing education in animal care and sheltering best practice.

Having wanted to live in Arizona - and Tucson specifically - for over 30 years, she is overjoyed to become a part of the Humane Society of Southern Arizona, and to continue to contribute to the well-being of owned and shelter pets through progressive sheltering, affordable medical care and prevention of the over-population of companion animals.

Jennifer Hubbard – Director of IT and Facilities

Jennifer is a native Tucsonan and has been working for the Humane Society of Southern Arizona for nearly 24 years. Her previous experience also includes working in several engineering firms in Tucson. She is responsible for all of the I.T. and physical infrastructure including computers, printers, servers, phones, security, internet, grounds, vehicles, and other upkeep and maintenance of the physical properties of the organization. She has created and continues to maintain the internal database for the tracking of animals that the society cares for. She has a B.A. from the University of Arizona.

Clay Bacon – Chief Financial Officer

Clay Bacon brings over 30 years of financial management experience to the Humane Society of Southern Arizona. His career has spanned both the for-profit and not-for-profit sectors in construction, travel, tourism and hospitality, food distribution, and healthcare. His expertise includes budgeting, internal control systems, financial and strategic planning, systems implementations, and financial reporting. He has been with HSSA since August 2014. He has a B.A degree from the University of Wisconsin and is a Certified Public Accountant.

Inge Koopman-Leyva - Associate Director of Education and Outreach

14 years' experience with HSSA – oversees classroom education, animal cruelty and neglect classes. Inge Koopman-Leyva is recognized throughout the region as an innovative, creative and organized leader in Humane Education serving the community for the last 14 years in Humane Education. The Education team reaches

over 5580 children each year visiting classrooms across Pima County. Inge also teaches the HSSA's pet safety and first aid classes, as well as all the court-mandated cruelty prevention classes for adults and juveniles convicted of crimes against animals. She is an active member of the Association of Professional Humane Educators and the Animal Cruelty Taskforce of Southern Arizona. Inge moved to Tucson in 2003 after working in New York City for many years as a Veterinary Technician and Membership Associate for the American Museum of Natural History. She has her B.A. in Anthropology, with a minor in Sustainable Development, from Hunter College in NYC.

Mike Duffey – Animal Cruelty Investigator

Mike Duffey is nationally recognized as an animal cruelty investigator, educator, lecturer, and authority on animal cruelty prevention and investigations. Mike spent more than 34 years with Arizona's Pima County Sheriff's Department as a Detective in a variety of assignments, including the role of SWAT operator (1973-2007), as a Nationally Certified Paramedic (1986-1998), and as the first dedicated Detective for Animal Crimes Investigations (1998). Mike is the co-founder, and the co-chair (1999-present) of "ACT" the Animal Cruelty Task Force of Southern Arizona. Det. Duffey has co-authored a training manual for animal crimes investigations ("The TOOLS of Animal Cruelty Investigations"), and has conducted training for several hundred law enforcement and animal control officers, Veterinarians, and Prosecuting Attorneys throughout the "Free World".

Mike is currently an Honorary "Life" Member of the Arizona Veterinary Medical Association, and on the board of directors for the following Animal Welfare organizations;

The International Veterinary Forensics Sciences Association (Past President), and "Equine Voices Rescue & Sanctuary", and "The Humane LINK- Arizona".

He is also a member in good standing for the following organizations; National Sheriff's Assoc. ("National Coalition on Violence against Animals"), the Arizona State Bar Assoc-"Animal Law section", the Humane Society of the United States –"Law Enforcement Council", and "the Arizona Animal Control Officers' Association". Mike was also a founding member and past President of the "Arizona Coalition for Equines".

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Humane Society of Southern Arizona		
	2 Business name/disregarded entity name, if different from above		
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) 3450 N. Kelvin Blvd		Requester's name and address (optional)
	6 City, state, and ZIP code Tucson, AZ 85716		
	7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number									
or									
Employer identification number									
8	6		0	1	1	2	7	9	8

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶ <i>Olga Bacun, CFO</i>	Date ▶ <i>2/9/2017</i>
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.*
- By signing the filled-out form, you:
1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
 2. Certify that you are not subject to backup withholding, or
 3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
 4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

REQUEST FOR CLARIFICATION
RFP 2016-032 ANIMAL SHELTER SERVICES
MARCH 6, 2017

Sent vial email

Humane Society of Southern Arizona
Attn.: Brandy Burke, Chief Operating Officer
3450 N. Kelvin Blvd.
Tucson, AZ. 85716

Subject: Clarifications regarding certain responses in the RFP

In order for the Town to better understand your response in the above mentioned RFP we would like some clarification on the following questions.

1. **Animal Acceptance** - Page 3 item ii - The response indicates that admissions are from 9:00 a.m. to 4:00 p.m. Monday-Saturday and 11:00 a.m. to 5:00 p.m. on Sundays. The response also indicates that HSSA maintains operations approximately 12 hours per day, seven days a week.
 - a. Which time window will be used to accept Marana animal drop offs?

The Humane Society of Southern Arizona has staff on premise from approximately 6:30am to 6:30pm - The lobby operation times are different due to the need for daily preparation (cleaning of kennels, feeding, etc). Walk in drop off times for residents and ACO's would occur from 9am-4pm Monday-Saturday and 11-5 on Sunday.

- b. Would after hour drop-offs be available? If so what would be the method of delivery?

Animals could be dropped off by Marana ACO's earlier or later, as indicated in the RFP, page 4, paragraph 4 "Admittance of animals outside of these hours should be coordinated with designated HSSA staff". Hours could be flexible anytime between 7am-6pm to coincide with Marana ACO working shifts.

2. **Database and Reports** - Page 5 (first paragraph) - Can you provide more background on what the database updates would consist of?

The database 'updates' would be specifically coded to separately identify animals coming from within Marana Town limits. This is an in-house managed program and can be quickly updated to meet Town reporting requirements.

REQUEST FOR CLARIFICATION
RFP 2016-032 ANIMAL SHELTER SERVICES
MARCH 6, 2017

- a. Is this database maintained and updated by HSSA?

Yes, this is database is updated by out IT Director, Jennifer Hubbard

- b. Can you provide an example of the monthly report?

Yes, please see the attached report. This example could include more or less data, fees, etc. based on Town reporting requirements.

3. **Reports** - Page 5 (4th bullet point) - HSSA will advise the Town of Marana of all dangerous or potentially dangerous animals and dog bites. Is this referencing incidents that may occur at the HSSA facility during your care?

Yes, this is referencing stray dogs brought in that may begin exhibiting aggressive or dangerous behavior after arrival. If an owner were to reclaim a dog that was assessed to be potentially dangerous by HSSA staff, HSSA would contact Town of Marana designated officials with pertinent information (owner information, dog breed and description, etc.)

However, this could also include 'dogs at large', confiscated animals or other situations that a Town ACO may bring in to HSSA, either relating to a disturbance, a bite to a citizen or resident, a dog that has attacked or killed another animal, etc. These situations would be addressed in collaboration with HSSA and the designated ACO, or official assigned to the follow up. Some situations could result in criminal or civil suits by an injured party and the owner of the animal which could result in court mandated euthanasia of the animal in question.

- a. Clarify the process of determining an animal's temperament as being dangerous?

Dog behavior is assessed a number of ways by staff (reaction to touch, handling, examination, restraint and interaction with other dogs and humans). Dogs that show repeated negative, concerning or aggressive behavior, which is also deemed to be unsafe to handle by staff, or by the public at large, will be considered for Humane Euthanasia. Every animal is assessed, taking into consideration the current environment and reported past negative or aggressive behavior.

Is there some sort of assessment done, separate from the Maddie's Fund guidelines, on the animals and when is this assessment done?

REQUEST FOR CLARIFICATION
RFP 2016-032 ANIMAL SHELTER SERVICES
MARCH 6, 2017

HSSA offers in-house canine decompression through individual work with trained staff and volunteers as well as staff monitored dog play groups. Daily dog walking, jogging and other outlets are taken to prevent negative behaviors from developing during an animals' length of stay with us. Cats that are showing signs of stress are also worked with weekly by volunteers and staff through an after-hours socialization program.

- b. If an incident were to occur what would be the steps taken?

The circumstances leading up to an incident at HSSA, typically a bite, are always reviewed to determine what actions may have occurred by staff/volunteers to cause a negative reaction by a cat or dog. The majority of bite incidents are minor, but still require a state mandated 10 day quarantine hold to rule out exposure to rabies. 99% of all incidents result in a "clearing" of the quarantine hold and the animal being placed up for adoption.

If it is a stray animal and has passed the mandated 3 or 5 day hold period, has not been reclaimed by an owner, and is deemed unsafe to handle or adopt out, HSSA will make the decision to continue to work with or humanely euthanize the animal. The Town may be notified of a disposition of a stray animal after the hold period, if so desired. However, after the stray hold, ownership of the animal is transferred to HSSA and no longer the financial responsibility of the Town.

***It is important to note that the number of behaviorally aggressive or dangerous dogs is a very small percentage of the overall number of animals coming into our facility.**

- c. What method would be used to contact the Town?

Email or preferred method by the Town

4. **Locating Owner(s)** - Page 7 (second paragraph) - Explain what a "reasonable effort" is to reunite an animal with its owner. What steps are taken?

HSSA employs two full time staff members who receive daily phone call and emails, and research lost/found dogs/cats in our community. We research microchips, identification tags, review other websites and social media sites to ensure every effort is made to reunite a pet with its owner.

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5. **Animal Case Support** - Page 8 (last paragraph) – Are there fees associated for assisting in collecting evidence for the Town in prosecution cases?

There is no fee associated in collecting evidence in the prosecution of animal neglect, abuse or hoarding cases. HSSA believes strongly in stopping this cycle. HSSA also currently has 4 full-time staff members trained in humane investigation and report writing and will work in conjunction with Town ACO officers in the proper collection of evidence and report writing.

6. **Veterinary Services** - Page 10 (first paragraph) – Clarify what would require veterinary services prior to taking them to HSSA?

Emergency or immediate life threatening trauma, such as a 'hit by car', for immediate stabilization or humane euthanasia. (reference page 13 in the RFP response, Private Veterinarian/Emergency Veterinary Care. Animals that are emaciated, appear sick, or have suffered some form of neglect or abuse, but which are stable, should be brought to HSSA for medical assessment.

- a. HSSA is able to take in stray animals as a transfer from veterinary clinics. Would HSSA handle the transfer or the Town?

The first available party could pick up animals which have been dropped off at emergency clinics (HSSA, Town ACO or the Veterinary clinic could provide transport). HSSA could also recruit volunteer help in the transport of animals when needed from veterinary clinics to HSSA.

7. **Cruelty Education** - Page 10 (last paragraph) – Are there fees associated to the “Court mandated Animal Cruelty Education” and who is responsible for these fees?

The individual convicted or mandated by the court is responsible for any fees.

8. **Special Intake One-time Fee** - Page 12 (special intake fees) – Clarify the \$35 what the special intake fee consists of? Only those cases described in the note to the fee? Are these animals quarantined separate from all other animals?

Please see the attached fee schedule. The \$35 special intake fee should have been written as a 'daily fee' (\$35 per day times number of days impounded) for cases pertaining to those notated by the * asterik (bite cases brought in by ACO's, animals confiscated by ACO's due to hoarding, pending court cases mandated to be held by Police, Town or ACO request (could include owner arrested or potentially dangerous

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or vicious dog which is part of an investigation). These animals would be separated from other animals.

9. **Special Intake Daily Fee** - Page 13 (Observation/Special Intake service) – The RFP response indicates that there will be a daily \$35 fee for special intake animals in addition to the one-time \$35 intake fee. Why the increase in the daily rate?

The one-time fee of \$35 is misquoted in the original RFP. There is no additional one-time \$35 fee in addition to the \$35 daily fee. The increase for 'special cases' is due to the increased needs associated with animals that are required by law or by request of the Town to stay longer than the county stray hold period. The extended length of stay will result in an increase in daily care and medical costs for those animals.

***As noted on page 13 under Hoarding Cases - HSSA recommends the Town law enforcement and ACO's work diligently to secure owner surrender at the time of any confiscated animal(s). This limits the impound time and expense to the Town, and also enables HSSA to make decisions in the best interest of each animal (ongoing medical care, humane euthanasia, adoption, transfer, etc.) Many cases can still be prosecuted, in lieu of an animal being held for extended periods, while waiting on a case to make it through the system.**

Responses required by March 12, 2017 at 5:00 pm.

Feel free to contact me with any questions you may have.

Rudy Torres
Procurement Officer

Town of Marana
11555 W. Civic Center Dr.
Marana, Az. 85653
Phone (520) 382-1983
rtorres@maranaaz.gov

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REQUEST FOR CLARIFICATION
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MARCH 29, 2017

Sent via email

Humane Society of Southern Arizona
Attn.: Brandy Burke, Chief Operating Officer
3450 N. Kelvin Blvd.
Tucson, AZ. 85716

Subject: Clarifications regarding certain responses in the HSSA's February RFP Proposal.

In order for the Town to better understand your response in the above mentioned RFP we would like some clarification on the following questions.

1. **Veterinary Fees.** Please provide clarification as to veterinary fees, as follows.
 - a. HSSA's proposed fee schedule (Page 12 Fee Proposal) includes fees labeled "Emergency Vet Care" and "Non-emergency Vet Care" and lists "one-time fees" of \$50 and \$25 respectively. What veterinary services do those fees cover? How are "emergencies" and "non-emergencies" defined for purposes of this one-time fee?

"Emergency Vet Care" would be defined within the following scope: Stray animals entering HSSA's facility needing immediate assessment by our Veterinarian for stabilization. Conditions could include dehydration, wound cleaning, positive for Parvovirus, etc. The \$50 fee would cover medical conditions needing immediate Veterinary intervention and attention, but not necessarily life-threatening in nature. (fluids, pain management, wound wraps, snap tests, etc.) Life-threatening issues should be referred to a full-service Veterinary Clinic the Town has contracted with.

See b. for clarification on the \$25 fee

- b. On page 7 last paragraph of HSSA's February proposal, it states: "Contagious Illnesses (kennel cough, giardia, etc.) will be treated during the stray hold period and is the responsibility of the Town at a flat fee for medications. (Attachment B)." Please clarify this statement. Does this statement relate to the \$50 and \$25 fees on the fee schedule and mentioned in paragraph (a) above? If not, what "flat fee for medications" are you referring to?

The \$25 one-time fee for "Non-emergency Vet Care" would cover the cost of antibiotics during the stray hold period for any potential contagious illnesses (doxycycline, amoxicillin, clavamox, etc.)

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- c. It is the Town's understanding that the Town will be responsible for the actual costs of all necessary veterinary fees for impounded animals during the impound period and for stray animals during the stray animal hold period (unless these fees are ultimately paid by the animal's owner). Is this understanding correct? If so, are these costs in addition to the \$50 and \$25 "one-time fee"?

Yes, that is correct. Any necessary veterinary services of a surgical nature needing to be performed during the stray hold period would be billed to the Town. The pricing would mirror our in house fees. (Examples: Pyrometra/dystocia surgery = \$200, eye enucleation =\$100; Emergency Leg Amputation = \$150). These could be in addition to the \$25 or \$50 one-time fee, upon assessment, emergency surgical services were deemed necessary by our Veterinarian. If an owner came forward, they would be responsible for the fees and the Town not billed or would be credited for services if previously billed and paid for by the Town.

- d. Can HSSA provide a fee schedule for common veterinary procedures that the Town may be responsible for, such as standard vaccinations?

Standard vaccinations are included in the \$25 per day fee for strays and the \$45 one-time fee for owner released pets. This includes DAPP, Rabies, Oral INB, Canine Flu, de-wormer and frontline for dogs. This includes PRC, Rabies, de-wormer and Felv/FIV Snap testing for cats. Micro-chipping is included for both canines and felines.

HSSA is committed to helping keep pets with their owners, when possible. We encourage the Town to consider putting financial resources toward Education and Outreach efforts and events for vaccination, micro-chipping and spay/neuter clinics for Marana Town residents.

2. Does HSSA anticipate any fee increases for years 2 and 3 for the other fees submitted in its proposal?
- a. Animal Pick-up Service - \$50/animal **this is a one-time flat fee of \$50, not per animal. No fee increase proposed in years 2 and 3**
 - b. License Processing Fee - \$4/license – **no fee increase proposed in years 2 and 3**
3. For hoarding cases, HSSA suggests that animals should be surrendered by owner at time of confiscation. If the owner does surrender the hoarded animals, who is responsible for the costs of impound, boarding, veterinary care, etc. of the animals?

If an owner surrenders pets at time of confiscate, this would be considered a "voluntary surrender". The Town would be billed a one-time fee of \$45 per animal. The remainder of costs

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for boarding and veterinary care would be covered/subsidized by HSSA through fundraising efforts.

If pets are not a "voluntarily surrender" and are required to be held by HSSA for a period determined by the court bond requirements, the Town would be charged the daily fee of \$35 per animal and any emergency care as referenced in c., or non-emergency care referenced in b.

4. Will Marana citizens be required to pay a drop-off fee for stray animals?

No, this will be billed to the Town, per the RFP fee of \$25 per day for the mandated stray hold period (3 days for unlicensed pets, 5 days for licensed pets). If a pet is reclaimed, the owner would be responsible for the costs.

5. Can you clarify in detail what the \$4.00 license processing fee would cover?

HSSA staff time for processing, data entry and remittance of fees collected, to the Town

Responses required by March 31, 2017 at 5:00 pm.

Feel free to contact me with any questions you may have.

Rudy Torres
Procurement Officer

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EXHIBIT 'C'

Exhibit C -- Fee Schedule

Description of Services	Year 1 Fee	Year 2 Fee	Year 3 Fee
Animal Sheltering Services¹			
Dogs	\$25/per 24-hour period	\$26/per 24-hour period	\$27/per 24-hour period
Cats	\$25/per 24-hour period	\$26/per 24-hour period	\$27/per 24-hour period
Other	\$15/per 24-hour period	\$15/per 24-hour period	\$15/per 24-hour period
Special Intake ² (Dogs/Cats)	\$35/per 24-hour period	\$35/per 24-hour period	\$35/per 24-hour period
Veterinary Care for Sheltered Animals³			
Emergency Veterinary Care (non-life-threatening)	\$50/per assessment/treatment	\$50/per assessment/treatment	\$50/per assessment/treatment
Non-Emergency Veterinary Care ⁴	\$25/per assessment/treatment	\$25/per assessment/treatment	\$25/per assessment/treatment
Other Veterinary Care	Actual cost of treatment	Actual cost of treatment	Actual cost of treatment
Other Services			
Animal Pick-Up	\$50/per pick-up	\$50/per pick-up	\$50/per pick-up
License Processing Fee	\$4/per license	\$4/per license	\$4/per license
Owner Surrender Fee (Charged to Town <u>only</u> if owner is financially unable to pay)	\$45/per animal \$75/per litter	\$45/per animal \$75/per litter	\$45/per animal \$75/per litter
DOA Cremation Fee (for stray domestic animals dropped off by Town) ⁵	\$25/per animal	\$25/per animal	\$25/per animal

¹ If an animal is returned to its owner, any redemption fees collected from the owner will be credited to the Town up to the maximum number of days that have been billed

² Special Intake includes Bite Case Quarantines (10 days), Confiscated, Court Case, Police Request, Owner Arrested, Potentially Dangerous or Vicious Dog

³ If an animal is returned to its owner, any veterinary care fees collected from the owner will be credited to the Town, up to the amount billed to the Town

⁴ Non-Emergency Vet Care means antibiotics for any potential contagious illnesses

⁵ Fee may increase in Years 2 and 3 if Contractor's fees from 3rd party provider increase