



**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.

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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 No proposal will be altered, amended, or withdrawn after the specified proposal due date and time.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 ½" 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.



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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:

Telazol (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.



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- 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.



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- 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

Name

Address

Title

City State ZIP

Phone

Signature of Person Authorized to Sign

Fax

Printed Name

Email

Title

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. _____

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

Attest:

Jocelyn Bronson, Town Clerk

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.



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-
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