



**PINAL COUNTY**  
WIDE OPEN OPPORTUNITY

# Request for Quote

## RFQ-173322 Veterinary Services

Elizabeth Zink, CPPB  
Procurement Officer  
Pinal County Finance/Purchasing  
(520) 866-6667  
(520) 866-2903 fax  
[Elizabeth.Zink@pinalcountyz.gov](mailto:Elizabeth.Zink@pinalcountyz.gov)

Pinal County is requesting a quote for Veterinary Services. This quote will be good from one year after contract start date, with the option to renew for four (4) one-year renewal periods as long as the aggregate spend amount does not exceed \$100,000 in one annual quote year. Pricing for renewed years will be negotiated and agreed upon by both parties in writing before the quote is renewed.

**Please complete the following:**

<b><u>SUPPLIER NAME/ADDRESS:</u></b>	<b><u>SUPPLIER PHONE/FAX/E-MAIL:</u></b>  Main Contact: Phone: Fax: Email:
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**Responders shall propose pricing below and answer all questions on Response Form 1. Please direct any questions regarding this RFQ to the Procurement Officer listed above.**

**This RFQ will remain open to new suppliers until November 15, 2022.**

**Responses can be sent by email or fax. Responses include:**

- Page 1 & 2 of the Request for Quote
- Response Form 1
- Copies of Arizona Veterinary Licenses
- W-9

**Respondents are encouraged to submit pricing on some or all parts of this Request for Quote. Please provide pricing for all items that are applicable:**

ITEM NUMBER	DESCRIPTION OF SERVICE	UNIT COST
1	Phone Calls for Questions and/or Consultations – Per Hour	
2	Office Visit /Routine – Per Visit	
3	Office Visit/Follow-up – Per Visit	
4	Office Visit/Emergency – Per Visit	
5	Annual Physical Exams/Head-to-Toe – Per Exam	
6	Teeth Cleaning – Per Cleaning	
7	X-Rays/Routine and Emergency, All Types – Per X-Ray	
8	Yearly Vaccinations/DHLP – Per Vaccination	

9	Yearly Vaccinations/Rabies – Per Vaccination	
10	Yearly Vaccinations/Lyme – Per Vaccination	
11	Yearly Vaccinations/Bordetella – Per Vaccination	
12	Fecal Examinations – Per Exam	
13	Complete Blood Chemistry – Per Chemistry	
14	Heart Worm, Tick and Flea Medication – Per Year Revolution	
15	Drug Ingestion Antidotes/Valium – Per Antidote	
16	Drug Ingestion Antidotes/Narcan – Per Antidote	
17	Drug Ingestion Antidotes/Morphine – Per Antidote	
18	Biannual Valley Fever Screening – Per Exam	
19	After Normal Work Hours Emergency Consultations – Per Hour	
20	After Normal Work Hours Emergency Services – Per Hour	
21	Euthanasia – Per Euthanasia	
22	Boarding Services – Per Day	
23	Quarantine Services – Per Day	
24	In-Service Training – Per Day	
25	Spaying Services - Per Animal	
26	Neutering Services- Per Animal	
27	Surgery/Other Miscellaneous Services	
28	Other - Include all other services that are applicable to this RFQ	

**NOTICE:**

PINAL COUNTY ISSUES PURCHASE ORDERS TO SUPPLIERS WITH THE TERMS AND CONDITIONS OF NET 30 AND ARE SUBJECT TO THE STANDARD TERMS AND CONDITIONS IN THE PINAL COUNTY PROCUREMENT POLICY.

AWARD DOES NOT GUARANTEE THAT PINAL COUNTY WILL PURCHASE ANY SPECIFIED AMOUNT OF GOODS FROM SUPPLIER. PINAL COUNTY HAS THE RIGHT TO AWARD PART OR ALL OF AWARD TO ONE OR MORE SUPPLIERS TO MEET THE NEEDS OF THE COUNTY.

*Contact Information of Person Submitting Quote:*

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**STATEMENT OF WORK  
for  
RFQ-173322 Veterinary Services**

**BACKGROUND INFORMATION**

The purpose of this Request For Quote is to enter into an as needed, as required contract with qualified Veterinarians(s) to provide Pinal County with veterinary services to be utilized by the Pinal County Animal Care & Control department and Pinal County Sheriff's Office K9 units in various locations throughout Pinal County.

The Pinal County Sheriff's Office (PCSO) K9 unit is a section of the patrol division providing trained law enforcement service dogs to search for and apprehend suspects, search for contraband such as drugs or explosive devices, locate evidence, search for missing persons, and conduct public presentations.

The Animal Care & Control (AC&C) department manages the County's companion animal population, enforces rabies prevention/intervention regulations, and enforces the provisions of the Animal Control Ordinance. AC&C also humanely houses and cares for stray animals including unwanted, abandoned or abused pets, and places these animals in new homes through the adoption process.

**A. Requirements**

**The successful Veterinarian(s) will perform the services listed below as requested by the County (if applicable):**

1. Examine, evaluate, diagnose, treat and provide the necessary veterinary and health care needs of the Police Service Dogs and/or animal population including emergency veterinary services as needed. Prescribe, dispense, and administer prescription medications..
2. Provide basic head-to-toe physicals for newly purchased Police Service Dogs. Provide in-service training to Police Service Dog handlers to appraise the Police Service Dogs overall fitness for duty. This includes but is not limited to, blood tests, fecal parasite exams, x-rays and other tests, surgeries, medication, and euthanasia in accordance with industry standards.
3. Provide basic head-to-toe physicals for injured or seized animals and Police Service Dogs brought in by Pinal County Animal Control Officers and Police Service Dogs. This includes but is not limited to, blood tests, fecal parasite exams, x-rays and other tests, surgeries, and medication necessary for the animal's health and safety.
4. Maintain complete veterinary history on animal(s) and Police Service Dogs including treatments, evaluation and prescriptions. Veterinary records stay at the veterinary office, but will be accessible on request by Pinal County Animal Care and Control or Pinal County Sheriff's Office.
5. Provide medications for a drug contact antidote kit for each Police Service Dog to include but not limited to: Narcan, injectable Valium, Ampule morphine, optic solution, and Epinephrine. Police Service Dogs are trained to locate illegal narcotics. Since they are trained in aggressive alert they occasionally ingest the drugs. By policy, Police Service Dog handlers are equipped with an antidote kit for life threatening situations. Drugs which a Police Service Dog might come into contact with are marijuana, cocaine, heroine, methamphetamine, as well as many other possible poisons.
6. Provide emergency veterinary telephone consultation to Pinal County Animal Control Officers and Police Service Dogs handlers (preferably 24 hours a day, 7 days a week).
7. Provide billings at the time the services are performed if requested.
8. Provide annual in-service training to all deputy handlers and new deputy handlers for the Police Service Dog's basic care, daily maintenance, basic trauma, and drug ingestion treatment training.
9. Provide written documentation for veterinarian treatments provided including time and date services are provided, evaluation, description of services provided, treatment plan, and prescriptions. Maintain veterinary charts.

10. Provide necessary minor surgery and suturing at the veterinary clinic.
11. Perform major surgery on site at the veterinary clinic or assist in making arrangements for its performance elsewhere. Animal Control Employees and/or Police Service Dog Deputies will transport animal(s) to clinics or surgical centers.
12. Perform dental work at the veterinarian's clinic or assist in its performance elsewhere if a specialist is required.
13. Provide boarding and quarantine services as required on an as needed basis.
14. Provide spaying and neutering services.
15. Provide yearly vaccinations to include but not limited to: DHLPP, Rabies, Lyme, and Bordetella.

Security:

An Animal Control Officer or Police Service Dog Handler will accompany the animal(s) to any veterinary appointment and use restraining devices on animal(s) or Police Service Dog(s) if necessary.

**END OF STATEMENT OF WORK**

# Request for Quote RFQ-17322 Veterinary Services

## TERMS AND CONDITIONS

### DEFINITIONS

"Attachment" means any item the Solicitation requires the Responder to submit as part of the Offer.

"Contract" means the combination of the Solicitation, including the Uniform and Special Instructions to Responders, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Addendums or Contract Amendments.

"Contract Amendment" means a written document signed by the Pinal County Board of Supervisors, the County Manager, Chief Financial Officer or their designee that is issued for the purpose of making changes in the Contract.

"Contractor" means any person who has a Contract with the County.

"County" means Pinal County and any Department or Office of the County.

"County Board of Supervisors" means the contracting authority for the County. The County Manager and the Chief Financial Officer are authorized to sign contracts and amendments up to \$250,000 on behalf of the Board of Supervisors.

"Days" means calendar days unless otherwise specified.

"Director" means the Finance Director (Chief Financial Officer) for Pinal County.

"Exhibit" means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.

"Fiscal Year" means the period beginning with July 1 and ending June 30.

"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.

"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.

"Office or User Department" means the County elected official's office or County division responsible for managing the Contract and/or the project.

"May" means something that is not mandatory but permissible.

"Offer" means bid, proposal or quotation.

"Procurement Officer" means the person, or his or her designee, duly authorized by the County to administer Contracts and make written determinations with respect to the Contract.

"Responder" means a vendor who responds to a Solicitation.

"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.

"Shall, Will, Must" means a mandatory requirement.

"Should" means something that is recommended but not mandatory.

"Solicitation" means an Invitation for Bids ("IFB"), a Request for Proposals ("RFP"), or a Request for Quotations ("RFQ").

"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. Contract Term:  
The term of any resultant contract will commence on the date of award and will continue for one base year with four (4) one year annual renewals. Renewals will be done at the sole option of Pinal County.
2. Contract Type (Firm):  
Firm fixed price, indefinite quantity.
3. Exclusive Use:  
This contract shall be for the exclusive use of Pinal County.
4. Licenses:  
Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of a business conducted by the contractor.
5. Insurance Requirements:  
Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

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

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

1. **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

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

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

2. **Automobile Liability**

Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) \$1,000,000

3. **Workers' Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

- a. Policy shall contain a **waiver of subrogation** against the County of Pinal.

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include the following provisions:

1. On insurance policies where the County of Pinal is named as an additional insured, the County of Pinal shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

6. Non-Exclusive Contract:  
This contract has been awarded with the understanding and agreement that it is for the sole convenience of Pinal County. The County reserves the right to obtain like goods or services from another source when necessary. Off-contract purchase authorization(s) may be approved by the County. Approvals shall be at the exclusive discretion of the County and shall be final. Off-contract procurement shall be consistent with the Pinal County Procurement Code.
7. Arizona Law. This contract shall be governed by the law of the State of Arizona, and suits pertaining to this contract shall be brought only in the Pinal County Superior Court, Florence Arizona.
8. 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.
9. Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the County and as they may be amended, the following shall prevail in the order set forth below:
  - A. RFQ-173322 Terms and Conditions;
  - B. Scope of Services;
  - C. Specifications;
  - D. Attachments;
  - E. Exhibits;
  - F. Documents referenced or included in the Solicitation.
10. 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.
11. 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.
12. No Parole 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.
13. 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.
14. Notice to Proceed/Ordering Authority. The Contractor agrees to render services promptly and diligently upon receipt of a written purchase order or notice to proceed. Prior to receiving this notice, Contractors shall not commence any billable activities in the performance of the Contract. Any attempt to represent any product not specifically awarded under this Contract is a violation of the contract. Any such action is subject to the legal and contractual remedies available to the County, inclusive of, but not limited to, contract termination, suspension and/or debarment of the Contractor. A signed Contract and valid purchase order must be in place prior to the start of any work each year, including renewal periods.
15. Records. Under A.R.S. § 35-214 and § 35-215, 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 County at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
16. Non-Discrimination. The Contractor shall comply with State of Arizona Executive Order No. 2009-9 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
17. Contractor Business Facilities and Business Practices. The Contractor's personnel, facilities and equipment shall be in full compliance with all applicable federal, state and local health, environmental and safety laws, regulations, standards, ordinances, privilege license and permit requirements, whether or not they have been referenced by the County.  
  
Employee compensation shall meet all applicable requirements of the Fair Labor Standards Act and Federal and Arizona minimum wage laws, in addition to all applicable OSHA regulations. The Contractor bears full responsibility for employee training, safety, and providing necessary equipment to achieve compliance with all such laws and regulations prior to the contract commencement date and to maintain compliance throughout the duration of the contract.
18. Affirmative Action. Contractor agrees to abide by the provisions of the County Affirmative Action Program. Contractor, their subcontractor(s) and supplier(s) agree to adhere to a policy of equal employment opportunity and demonstrate an affirmative effort to recruit, hire, promote and upgrade the position of employees regardless of race, color, religion, ancestry, sex, age, disability, national origin, sexual orientation, gender identity, familial status, or marital status and who agree and are responsive to the County's goals. Upon request, the Responder/Contractor agrees to submit the following reports to the County's Office of Equal Opportunity Programs:
  - Part A Employment Information Report
  - Part B. Equal Employment Opportunity/Affirmative Action Policy Plan;

Part C. Employer Equal Employment Opportunity (EEO) Workforce Profile.

All such reports on file with the Equal Employment Opportunity Office will be updated at least annually. The Equal Employment Opportunity Office may for good cause recommend to the County's Chief Financial Officer that failure to comply with the requirements of this subsection be waived and that the submittal be accepted contingent upon receipt of the required reports before a notice to proceed is issued.

19. Drug Free Workplace Program. Contractors are hereby advised that Pinal County has adopted a policy establishing a drug free workplace for itself and as a requirement for Contractors doing business with the County, to ensure the safety and health of employees working on its contracts/projects. The Contractor shall require a drug free workplace for all employees working under the contract. Specifically, all Contractor employees who are working under this contract shall be notified in writing by the Contractor that they are prohibited from the manufacture, distribution, dispensation, possession or unlawful use of a controlled substance in the workplace. The Contractor agrees to prohibit the use of intoxicating substances by all employees and shall ensure that employees do not use or possess illegal drugs while in the course of performing their duties. Failure to require a drug free workplace in accordance with the Policy may result in termination of the contract and possible debarment from bidding on future contracts/projects.
20. Audit. Pursuant to ARS § 35-214, at any time during the term of this Contract and six (6) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the County and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.
21. Facilities Inspection and Materials/Service 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 County 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 County determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the County for testing and inspection. All material or service is subject to final inspection and acceptance by the County. Material or service failing to conform to the specifications of this contract shall be held at Contractor's risk and may be returned. If defective goods are returned or services must be re-performed, all costs are the responsibility of the Contractor.
22. Notices. Notices to the Contractor required by this Contract shall be made by the County to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the County 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 Procurement Officer 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.
23. 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 Procurement Officer.
24. Property of the County. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the County. 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 County.
25. Offshore Performance of Work Prohibited. Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the Pinal County or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.
26. 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 County shall be considered the creator of such Intellectual Property. The Pinal County department requesting the issuance of this contract shall own (for and on behalf of the County) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the County, within thirty (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 County and shall take no affirmative action that might have the effect of vesting all or part of the Intellectual Property in any entity other than the County. The Intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not the County without the express written authorization of the Pinal County department requesting the issuance of this contract.
27. Confidentiality of Records. The Contractor shall maintain the confidentiality and privilege of any documents that the Contractor has access to which have been designated by the County as confidential or privileged. The Contractor shall establish and maintain procedures and controls that are acceptable to the County for the purpose of assuring that no information contained in its records obtained from the County or from others in carrying out its functions under the contract



shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. Persons requesting such information should be referred to the County. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under the contract, unless otherwise agreed to in writing by the County.

28. Federal Immigration and Nationality Act. The contractor shall comply with all Federal, State and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, the contractor shall flow down this requirement to all subcontractors utilized during the term of the contract. The County shall retain the right to perform random audits of contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the County determine that the contractor and/or any subcontractors be found noncompliant, the County may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the contract for default and suspension and/or debarment of the contractor.
29. E-Verify Requirements. In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A.
30. Payments. A separate invoice shall be issued for each shipment of goods or services performed, and no payment shall be issued prior to receipt of acceptable goods and/or services and a correct invoice. The County shall make every effort to process payment for acceptable goods or services within thirty (30) calendar days after receipt of said items/services and a correct invoice. All invoices shall reflect the contracted prices or rates for goods or services as described in the Statement of Work.
31. 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.
32. Applicable Taxes. The Contractor shall be responsible for paying all applicable taxes.
- Pinal County is subject to all applicable state and local 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.
- 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 require all subcontractors to hold the County 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 Worker's Compensation.
- In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with Pinal County' unless not required by law.
33. Availability of Funds for the next County fiscal year. Funds may not presently be available for performance under this Contract beyond the current County fiscal year. No legal liability on the part of the County for any payment may arise under this Contract beyond the current County fiscal year until funds are made available for performance of this Contract.
34. 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 Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. It is expressly understood that all persons employed by the Contractor, either directly or indirectly, shall be considered employees or agents of the Contractor and not the County. Nothing contained in any contract or joint venture agreement shall create any contractual relationships between any subcontractor and Pinal County, nor shall the same create any obligation on the part of Pinal County to pay any subcontractor. The Subcontract shall incorporate by reference the terms and conditions of this Contract.
35. Assignment and Delegation. No right or interest in this contract shall be assignable in whole or in part without the written consent of the parties hereto, and no delegation of any duty of Responder/Contractor shall be made without prior written permission of the County's Chief Financial Officer. This Contract and all of the terms, conditions and provisions herein, shall extend to and be binding upon the heirs, administrators, executors, successors, and assigns of the parties hereto. The County shall not unreasonably withhold approval of assignment/delegation and shall notify the Responder/Contractor of the County's position within fifteen (15) days of receipt of written notice.
36. 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.
37. Indemnification. Contractor shall indemnify, defend, save and hold harmless the County of Pinal and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the

parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

38. 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.

Force Majeure shall not include the following occurrences: Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market; 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 Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

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.

Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

39. Third Party Antitrust Violations. The Contractor assigns to the County 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.
40. Care of County Property. The Contractor will be responsible for any damages to County property when such property is the responsibility of or in the custody of the Contractor or its employees.
41. Quality of Work. The Contractor shall be responsible for the professional quality and technical accuracy of the services provided under this contract. Services shall be performed in accordance with generally accepted professional and industry standards. All services shall conform to and be in compliance with applicable federal, state and local statutes, rules, codes, laws, ordinances, regulations and restrictions. The Responder shall work closely with the County, and provide all reports and documents, including proposed corrective work through the County Chief Financial Officer or her designee.
42. IT 508 Compliance. Unless specifically authorized in the Contract, any electronic or information technology offered to Pinal County under this solicitation shall comply with Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.
43. Survival of Rights and Obligations after Contract Expiration or Termination. All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the County is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.
- 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 Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.
44. Right to Assurance. If the County 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 Procurement Officer 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 County's option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the contract.
45. Stop Work Order. The County 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 County 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.

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 Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

46. Non-exclusive Remedies. The rights and the remedies of the County under this Contract are not exclusive.
47. Nonconforming Tender. Services supplied under this Contract shall fully comply with the Contract. The delivery of services or a portion of the services that do not fully comply constitutes a breach of contract. On delivery of nonconforming services, the County 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.
48. Right of Offset. The County shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the County, or damages assessed by the County concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.
49. Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the County may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the County is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time.
50. Gratuities. The County may, by written notice, terminate this Contract, in whole or in part, if the County 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 County 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 County, 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.
51. Suspension or Debarment. The County may, by written notice to the Contractor, immediately terminate this Contract if the County 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 County.
52. Termination for Convenience. The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the County 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 County. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the County 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. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.
53. Termination for Default. The County reserves the right to terminate any part or all of a contract resulting from this solicitation if the Contractor fails to carry out any term, promise, or condition of the contract. The County will issue a written Notice of Default to the Contractor if in the opinion of the County, the Contractor:
  - A. Is or becomes insolvent or is a party to any voluntary bankruptcy or receivership proceeding, makes an assignment for a creditor, or there is any similar action that affects Contractor's capability to perform under the contract resulting from this solicitation.
  - B. Is the subject of a petition for involuntary bankruptcy not removed within sixty (60) days.
  - C. Fails to obtain and/or keep any required bonds and insurance policies in full force and effect at all times during the term of the contract.
  - D. Provides services that do not meet the requirements of the contract or conducts business in an unethical or illegal manner.
  - E. Fails to complete the required work or fails to perform required services within the time frame stipulated.
  - F. Fails to materially perform or comply with the terms and conditions of the contract resulting from this solicitation.

Failure of the Contractor to remedy any problems noted by the deadline set in the Notice of Default or to otherwise bring performance to satisfactory levels that are within the requirements of the Contract shall give the County cause to cancel this contract.

If the County terminates the contract, the Contractor will be provided with a written notice that specifies the effective date of the termination. After receipt of the Notice of Termination, the Contractor agrees to perform under the terms and conditions of this contract up to and including the date of termination as though no termination has been made. In addition, the Contractor

shall deliver to the Procurement Office all data, drawings, specifications, reports, estimates, summaries and other information and materials accumulated in performing this contract, whether completed or not.

If the Contract is terminated for default, the County reserves the right to purchase the goods and/or services required under the contract from the open market, to complete required work itself or have it completed at the expense of the Contractor. The County may recover any excess costs by (1) deduction from an unpaid balance due to the Contractor; (2) collection against the proposal and/or performance security; if any; (3) collection against liquidated damages (if applicable); or (4) a combination of the aforementioned remedies or other remedies as provided by law.

54. 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.

55. Contract Claims. All claims and controversies shall be subject to the Pinal County Procurement Code.

56. Arbitration. It is understood and agreed that no provision of any resulting contract shall require arbitration upon the County except by the County's express written consent given subsequent to the execution of the Contract. However, if both parties agree, disputes may be resolved through arbitration. The dispute shall be resolved as provided for in A.R.S. Sec. 12-1501, et seq. The Contractor shall continue to render the services required by this contract without interruption, notwithstanding the provisions of this section.

**END OF RFQ RFQ-173322**