

SERIAL 180200-C VETERINARY EQUIPMENT AND SUPPLIES

DATE OF LAST REVISION: April 28, 2020

CONTRACT END DATE: April 30, 2023

CONTRACT PERIOD THROUGH APRIL 30, ~~2019-2020~~ ~~2022~~ 2023

TO: All Departments

FROM: Office of Procurement Services

SUBJECT: Contract for **VETERINARY EQUIPMENT AND SUPPLIES**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **April 26, 2018**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.



Kevin Tyne, Chief Procurement Officer
Office of Procurement Services

ES/yy
Attach

Copy to: Office of Procurement Services
 Sandra Schenone, Animal Care and Control
 ~~Sammi Birchard, Animal Care and Control~~

(Please remove Serial 13013-C from your contract notebooks)

PATTERSON VETERINARY SUPPLY, PO BOX 978738, DALLAS, TX 75397 INC. 822 7TH ST., SUITE 740, GREELEY, CO 80631

SERIAL 180200-C

NIGP CODE: 87558, 93890

RESPONDENT'S NAME: Patterson Veterinary Supply, Inc.

COUNTY VENDOR NUMBER: VC0000003948

ADDRESS: 822 7th St., Suite 740, Greeley, CO 80631
PO BOX 978738, DALLAS, TX 75397

P.O. ADDRESS: _____

TELEPHONE NUMBER: 480-707-7976

FACSIMILE NUMBER: 970-616-7508

WEB SITE: www.pattersonvet.com

CONTACT (REPRESENTATIVE): Ryan Gleave

REPRESENTATIVE'S E-MAIL ADDRESS: ryan.gleave@pattersonvet.com

	<u>YES</u>	<u>NO</u>	
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT	[X]	[]	
WILL OFFER EMPLOYEE DISCOUNTS	[]	[X]	% if different than below

PAYMENT TERMS.

RG [x] NET 45 DAYS

****1st Call****

1.0 PRICING:						
CATALOG OR PRICE SOURCE	PRICE COLUMN TO BE REFERENCED			PERCENT DISCOUNT FROM PRICE REFERENCE		
Copy of Patterson 2018 2019 Price List	Column E 2018 2019 List Price			15% off of List Price in Column E of Patterson 2018 2019 Price List		
Excel Worksheet- See below				Discount does not apply to Equipment/Capital Equipment and the following Manufacturers: Merial/Boehringer Ingelheim, Elanco, Zoetis, Merck, Bayer, Abaxis, Dechra/Putney, MAI, CEVA, Vetoquinol, Nutramax, Virbac, Hills, Purina, Ethicon or any other source with a conflicting pricing policy. Also, discount will not apply to the items listed in Column F with an N/A. Pricing for non-fixed price items is subject to adjustment quarterly, after 30 days' prior written notice to the County. If the County extends the term of the contract, Contractor may update the Price List for any or all items, including fixed-price items, after 30 days' prior written notice to the County.		
Title	Unit Price	Unit Price Eff. 05/01/19	Qty	UofM	Description	Bidder Notes
Polydioxanone monofilament suture, violet dyed trade size #1	\$48.95	\$51.85	1	box	Polydioxanone monofilament suture, violet dyed trade size #1 30 inch with swedged on PCP-1 reverse cutting needle, individually packaged and sterilized 12 packets per box / carton. Price per box of 12.	

PATTERSON VETERINARY SUPPLY

Title	Unit Price	Unit Price Eff. 05/01/19	Qty	UofM	Description	Bidder Notes
Polydioxanone monofilament suture, violet dyed trade size 0	\$44.00	\$46.60	1	box	Polydioxanone monofilament suture, violet dyed trade size 0 30 inch with swedged on CP-1 reverse cutting needle, individually packaged and sterilized 12 packets per box / carton. Price per box of 12.	
Polydioxanone monofilament suture, violet dyed trade size 2-0 (00)	\$45.00	\$47.65	1	box	Polydioxanone monofilament suture, violet dyed trade size 2-0 (00) 30 inch with swedged on FS-1 reverse cutting needle, individually packaged and sterilized 12 packets per box / carton. Price per box of 12.	
Polydioxanone monofilament suture, violet dyed trade size 3-0 (000)	\$45.00	\$47.65	1	box	Polydioxanone monofilament suture, violet dyed trade size 3-0 (000) 30 inch with swedged on FS-1 reverse cutting needle, individually packaged and sterilized 12 packets per box / carton. Price per box of 12.	
Cephalexin 500 mg capsules (Generic)	\$28.71	\$39.89	1	bottle	Cephalexin 500 mg capsules (Generic) 500 count bottle.	general generic no literature available
Cephalexin 250 mg capsules (Generic)	\$21.09	\$27.05	1	bottle	Cephalexin 250 mg capsules (Generic) 500 count bottle.	general generic no literature available
Cefazolin injection 1g bottle	\$0.89	\$1.80	1	bottle	Cefazolin injection 1g bottle.	General generic no literature available.
Carprofen 100mg tablets (generic)	\$55.63		1	bottle	Carprofen 100mg tablets (generic) 180 count bottle.	buy 4 get 1 free until March 31 2018
Carprofen 75mg tablets (generic)	\$45.46		1	bottle	Carprofen 75mg tablets (generic) 180 count bottle.	buy 4 get 1 free until March 31 2018
Carprofen 25mg tablets (generic)	\$36.77		1	bottle	Carprofen 25mg tablets (generic) 180 count bottle.	buy 4 get 1 free until March 31 2018
Enrofloxacin 136 mg (generic)	\$344.25		1	bottle	Enrofloxacin 136 mg (generic) 200 tablet bottle.	
Enrofloxacin 68 mg (generic)	\$245.10		1	bottle	Enrofloxacin 68 mg (generic) 250 tablet bottle.	
Enrofloxacin 22.7 mg (generic)	\$191.86		1	bottle	Enrofloxacin 22.7 mg (generic) 500 tablet bottle.	

PATTERSON VETERINARY SUPPLY

Title	Unit Price	Unit Price Eff. 05/01/19	Qty	UofM	Description	Bidder Notes
Enrofloxacin 100 mg / ml Injection (generic)	\$43.21		1	bottle	Enrofloxacin 100 mg / ml Injection (generic) 250 ml bottle.	
Dexmedetomidine 0.5 mg / ml Injection (generic)	\$124.97	\$132.39	1	bottle	Dexmedetomidine 0.5 mg / ml Injection (generic) 10 ml bottle.	This will be the new name from the manufacturer DEXMEDESED INJ 0.5MG/ML (RX) 10ML
Doxycycline 100 mg tablet (generic) 500 tablet bottle	\$46.56		1	bottle	Doxycycline 100 mg tablet (generic) 500 tablet bottle.	general generic no product literature available
Tiletamine / Zolazepam 50 mg / 50 mg per ml (generic) 5 ml bottle	\$48.74	\$51.37	1	bottle	Tiletamine / Zolazepam 50 mg / 50 mg per ml (generic) 5 ml bottle.	
Butorphanol injection 10 mg / ml (generic) 50 ml bottle	\$59.30		1	bottle	Butorphanol injection 10 mg / ml (generic) 50 ml bottle.	Price is for 20ml bottle. 50ml bottle is awaiting FDA approval
Hydromorphone injection 2 mg / ml (generic) 20 ml bottle	\$17.70		1	bottle	Hydromorphone injection 2 mg / ml (generic) 20 ml bottle.	product requires a 222 form to be filled out is on Manufacturer backorder for another 180 days at least
Midazolam injection 5 mg / ml injection (generic) 10 ml bottle	\$14.20		1	bottle	Midazolam injection 5 mg / ml injection (generic) 10 ml bottle.	
Atipamezole 5mg / ml injection (generic) 10 ml bottle	\$173.45		1	bottle	Atipamezole 5mg / ml injection (generic) 10 ml bottle.	Brand name only available, Antisedan
Ketamine 100 mg / ml injection (generic) 10 ml bottle	\$4.25		1	bottle	Ketamine 100 mg / ml injection (generic) 10 ml bottle.	
Isoflurane for inhalation 250 ml bottle (generic)	\$21.00		1	bottle	Isoflurane for inhalation 250 ml bottle (generic).	
Propofol injection 10 mg / ml (generic) 20 ml bottle	\$34.67		1	bottle	Propofol injection 10 mg / ml (generic) 20 ml bottle.	price is for a box of 5 20ml vials RAPANOFAL PROPOFOL INJ 10MG/ML 5X20ML
Ansell Sensi-Touch PF surgical glove various sizes per box of 50 units	\$27.95	\$29.00	1	box	Ansell Sensi-Touch PF surgical glove various sizes per box of 50 units (no substitution of any other product / style on this item).	All sizes same price. Ansell Sensi-Touch Brand

PATTERSON VETERINARY SUPPLY

Title	Unit Price	Unit Price Eff. 05/01/19	Qty	UofM	Description	Bidder Notes
4x4 woven surgical gauze non-sterile 16 ply USP type VII per case of 2000	\$3.50		1	case	4x4 woven surgical gauze non-sterile 16 ply USP type VII per case of 2000.	GAUZE SPONGE PVS 4X4 12P 200 price is for one sleeve. there are 10 sleeves to a case
3ml syringe Lurelock with 22ga x 3/4 inch needle, packaged sterile	\$11.14		1	box	3ml syringe Lurelock with 22ga x 3/4 inch needle, packaged sterile, Monoject brand per box of 100. (no substitution of any other product / style on this item).	
1 ml syringe Lure tip with 25ga x 5/8 inch needle, packaged sterile	\$19.75		1	box	1 ml syringe Lure tip with 25ga x 5/8 inch needle, packaged sterile, Monoject brand per box of 100. (no substitution of any other product / style on this item).	
Rescue or Accel AHP cleaning concentrate 55 gallon drum price per drum	\$1,495.00	\$1,595.00	1	drum	Rescue or Accel AHP cleaning concentrate 55 gallon drum price per drum.	
Removed Eff. 01/03/19 Lactated ringers for injection 1000 ml bags, price per case of 14 bags	\$70.00		1	case	Lactated ringers for injection 1000 ml bags, price per case of 14 bags. Baxter / Abbot / Hospira are the only acceptable manufactures for this product.	Hospira brand
Tissue adhesive, 3m brand vetbond, 3ml bottle price per bottle	\$12.95		1	bottle	Tissue adhesive, 3m brand vetbond, 3ml bottle price per bottle. (no substitution).	
Amoxicillin / Clavulanate tablets 125 mg (generic) 210 count box	\$116.05		1	box	Amoxicillin / Clavulanate tablets 125 mg (generic) 210 count box.	
Amoxicillin / Clavulanate tablets 250 mg (generic) 210 count box	\$191.13		1	box	Amoxicillin / Clavulanate tablets 250 mg (generic) 210 count box.	
Amoxicillin / Clavulanate tablets 375 mg (generic) 210 count box	\$273.10		1	box	Amoxicillin / Clavulanate tablets 375 mg (generic) 210 count box.	

PATTERSON VETERINARY SUPPLY

Title	Unit Price	Unit Price Eff. 05/01/19	Qty	UofM	Description	Bidder Notes
Amoxicillin / Clavulanate Liquid 62.5 mg / ml 15 ml bottle (generic)	\$175.20		1	bottle	Amoxicillin / Clavulanate Liquid 62.5 mg / ml 15 ml bottle (generic) per 12 bottles.	Generic not available yet, brand name only CLAVAMOX DROPS (RX) 15ML 12S
Chlorhexidine 2% surgical scrub gallon size per gallon	\$13.06	\$14.88	1	gallon	Chlorhexidine 2% surgical scrub gallon size per gallon.	
70% isopropyl alcohol quart size per quart	\$2.99	\$3.10	1	quart	70% isopropyl alcohol quart size per quart.	
Metronidazole 500 mg (generic) 500 tablet bottle	\$48.77		1	bottle	Metronidazole 500 mg (generic) 500 tablet bottle.	
Metronidazole 250 mg (generic) 500 tablet bottle	\$21.90	\$18.15	1	bottle	Metronidazole 250 mg (generic) 500 tablet bottle.	
Tramadol 50 mg tablets (generic) 500 count bottle.	\$18.76	\$28.75	1	bottle	Tramadol 50 mg tablets (generic) 500 count bottle.	TRAMADOL TAB (ROUND) 50MG 1000 C4

PATTERSON VETERINARY SUPPLY ~~2018 2019~~ 2022 PRICE LIST

[180200-Pricing Page-Patterson Veterinary Supply.xlsx](#)

PRICING SHEET: NIGP CODE 87558, 93890

Terms: NET 45 Days

Vendor Number: VC0000003948

Certificates of Insurance Required

Contract Period: To cover the period ending **April 30, ~~2019 2020 2022~~ 2023.**

VICTOR INSTRUMENTS, INC. DBA: VICTOR MEDICAL COMPANY P.O. BOX 1150 LAKE FOREST, CA 92609 MEDICAL COMPANY 50 BUNSEN, IRVINE, CA 92618

SERIAL 180200-C

NIGP CODE: 87558, 93890

RESPONDENT'S NAME:	Victor Instruments, Inc.
COUNTY VENDOR NUMBER:	DBA: Victor Medical Company
ADDRESS:	VS0000002490
P.O. ADDRESS:	50 Bunsen, Irvine, CA 92618
TELEPHONE NUMBER:	PO Box 1150 Lake Forest, CA 92609
FACSIMILE NUMBER:	800-888-8908, 949-788-0330
WEB SITE:	949-585-9147
CONTACT (REPRESENTATIVE):	www.victormedical.com
REPRESENTATIVE'S E-MAIL ADDRESS:	Rachel, Deborah Louchios
	rachel.morse@victormedical.com
	deborahlouchios@victormedical.com

WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT	<u>YES</u>	<u>NO</u>	
	[]	[X]	
WILL OFFER EMPLOYEE DISCOUNTS	[]	[X]	% if different than below

PAYMENT TERMS.
 NET 30 DAYS

****2nd Call****

1.0 PRICING:		
CATALOG OR PRICE SOURCE	PRICE COLUMN TO BE REFERENCED	PERCENT DISCOUNT FROM PRICE REFERENCE
		%
ALL PRICES ON YOUR PAGE WOULD REPRESENT THE DISCOUNTED, CONTRACT PRICING		

Title	Unit Price	Unit Price Eff. 05/01/19	Qty	UofM	Description	Bidder Notes
Polydioxanone monofilament suture, violet dyed trade size #1	\$56.59		1	box	Polydioxanone monofilament suture, violet dyed trade size #1 30 inch with swedged on PCP-1 reverse cutting needle, individually packaged and sterilized 12 packets per box / carton. Price per box of 12.	
Polydioxanone monofilament suture, violet dyed trade size 0	\$56.59		1	box	Polydioxanone monofilament suture, violet dyed trade size 0 30 inch with swedged on CP-1 reverse cutting needle, individually packaged and sterilized 12 packets per box / carton. Price per box of 12.	
Polydioxanone monofilament suture, violet dyed trade size 2-0 (00)	\$56.69		1	box	Polydioxanone monofilament suture, violet dyed trade size 2-0 (00) 30 inch with swedged on FS-1 reverse cutting needle, individually packaged and sterilized 12 packets per box / carton. Price per box of 12.	

VICTOR INSTRUMENTS, INC. DBA: VICTOR MEDICAL COMPANY
VICTOR MEDICAL COMPANY

Title	Unit Price	Unit Price Eff. 05/01/19	Qty	UofM	Description	Bidder Notes
Polydioxanone monofilament suture, violet dyed trade size 3-0 (000)	\$35.00	\$56.69	1	box	Polydioxanone monofilament suture, violet dyed trade size 3-0 (000) 30 inch with swedged on FS-1 reverse cutting needle, individually packaged and sterilized 12 packets per box / carton. Price per box of 12.	
Cephalexin 500 mg capsules (Generic)	\$35.00	\$39.00	1	bottle	Cephalexin 500 mg capsules (Generic) 500 count bottle.	
Cephalexin 250 mg capsules (Generic)	\$23.53	\$25.00	1	bottle	Cephalexin 250 mg capsules (Generic) 500 count bottle.	
Cefazolin injection 1g bottle	\$1.09		1	bottle	Cefazolin injection 1g bottle.	
Carprofen 100mg tablets (generic)	\$65.85		1	bottle	Carprofen 100mg tablets (generic) 180 count bottle.	
Carprofen 75mg tablets (generic)	\$53.81		1	bottle	Carprofen 75mg tablets (generic) 180 count bottle.	
Carprofen 25mg tablets (generic)	\$43.52		1	bottle	Carprofen 25mg tablets (generic) 180 count bottle.	
Enrofloxacin 136 mg (generic)	\$382.50	\$401.85	1	bottle	Enrofloxacin 136 mg (generic) 200 tablet bottle.	
Enrofloxacin 68 mg (generic)	\$272.34	\$286.12	1	bottle	Enrofloxacin 68 mg (generic) 250 tablet bottle.	
Enrofloxacin 22.7 mg (generic)	\$213.18	\$223.97	1	bottle	Enrofloxacin 22.7 mg (generic) 500 tablet bottle.	
Enrofloxacin 100 mg / ml Injection (generic)	\$96.60		1	bottle	Enrofloxacin 100 mg / ml Injection (generic) 250 ml bottle.	
Dexmedetomidine 0.5 mg / ml Injection (generic)	\$138.86	\$140.15 \$154.55	1	bottle	Dexmedetomidine 0.5 mg / ml Injection (generic) 10 ml bottle.	
Doxycycline 100 mg tablet (generic) 500 tablet bottle	\$67.27		1	bottle	Doxycycline 100 mg tablet (generic) 500 tablet bottle.	
Tiletamine / Zolazepam 50 mg / 50 mg per ml (generic) 5 ml bottle	\$54.12	\$55.38 \$60.24	1	bottle	Tiletamine / Zolazepam 50 mg / 50 mg per ml (generic) 5 ml bottle.	
Butorphanol injection 10 mg / ml (generic) 50 ml bottle	\$173.79		1	bottle	Butorphanol injection 10 mg / ml (generic) 50 ml bottle.	
Midazolam injection 5 mg / ml injection (generic) 10 ml bottle	\$7.28		1	bottle	Midazolam injection 5 mg / ml injection (generic) 10 ml bottle.	
Ketamine 100 mg / ml injection (generic) 10 ml bottle	\$4.71	\$5.40	1	bottle	Ketamine 100 mg / ml injection (generic) 10 ml bottle.	
Isoflurane for inhalation 250 ml bottle (generic)	\$23.82		1	bottle	Isoflurane for inhalation 250 ml bottle (generic).	

VICTOR INSTRUMENTS, INC. DBA: VICTOR MEDICAL COMPANY
VICTOR MEDICAL COMPANY

Title	Unit Price	Unit Price Eff. 05/01/19	Qty	UofM	Description	Bidder Notes
Propofol injection 10 mg / ml (generic) 20 ml bottle	\$9.88	\$10.52	1	bottle	Propofol injection 10 mg / ml (generic) 20 ml bottle.	
Ansell Sensi-Touch PF surgical glove various sizes per box of 50 units	\$34.00		1	box	Ansell Sensi-Touch PF surgical glove various sizes per box of 50 units (no substitution of any other product / style on this item).	These are items #1305118 through 1305125, all sizes will be the same price of \$34.00/each
4x4 woven surgical gauze non-sterile 16 ply USP type VII per case of 2000	\$99.72		1	case	4x4 woven surgical gauze non-sterile 16 ply USP type VII per case of 2000.	These are 10 sleeves that make up a case of gauze, each sleeve is \$9.97.
3ml syringe Lurelock with 22ga x 3/4 inch needle, packaged sterile	\$12.01		1	box	3ml syringe Lurelock with 22ga x 3/4 inch needle, packaged sterile, Monoject brand per box of 100. (no substitution of any other product / style on this item).	
1 ml syringe Lure tip with 25ga x 5/8 inch needle, packaged sterile	\$21.31		1	box	1 ml syringe Lure tip with 25ga x 5/8 inch needle, packaged sterile, Monoject brand per box of 100. (no substitution of any other product / style on this item).	
Rescue or Accel AHP cleaning concentrate 55 gallon drum price per drum	\$1,583.16	\$1,649.34	1	drum	Rescue or Accel AHP cleaning concentrate 55 gallon drum price per drum.	This is an item we carry in our warehouse, this item will have a 2-3 day lead time. This price includes LTL shipping.
Lactated ringers for injection 1000 ml bags, price per case of 14 bags	\$73.50		1	case	Lactated ringers for injection 1000 ml bags, price per case of 14 bags. Baxter / Abbot / Hospira are the only acceptable manufactures for this product.	These cases have 12 bags each.
Tissue adhesive, 3m brand vetbond, 3ml bottle price per bottle	\$13.66		1	bottle	Tissue adhesive, 3m brand vetbond, 3ml bottle price per bottle. (no substitution).	
Amoxicillin / Clavulanate tablets 125 mg (generic) 210 count box	\$128.95	\$136.80	1	box	Amoxicillin / Clavulanate tablets 125 mg (generic) 210 count box.	
Amoxicillin / Clavulanate tablets 250 mg (generic) 210 count box	\$212.37	\$225.30	1	box	Amoxicillin / Clavulanate tablets 250 mg (generic) 210 count box.	

VICTOR INSTRUMENTS, INC. DBA: VICTOR MEDICAL COMPANY
VICTOR MEDICAL COMPANY

Title	Unit Price	Unit Price Eff. 05/01/19	Qty	UofM	Description	Bidder Notes
Amoxicillin / Clavulanate tablets 375 mg (generic) 210 count box	\$303.45	\$321.93	1	box	Amoxicillin / Clavulanate tablets 375 mg (generic) 210 count box.	
Chlorhexidine 2% surgical scrub gallon size per gallon	\$14.41	\$15.12	1	gallon	Chlorhexidine 2% surgical scrub gallon size per gallon.	
70% isopropyl alcohol quart size per quart	\$3.25		1	quart	70% isopropyl alcohol quart size per quart.	These are only sold in cases of 4 quarts. Final cost of the case would be \$13.00.
Metronidazole 500 mg (generic) 500 tablet bottle	\$37.65		1	bottle	Metronidazole 500 mg (generic) 500 tablet bottle.	
Metronidazole 250 mg (generic) 500 tablet bottle	\$21.76		1	bottle	Metronidazole 250 mg (generic) 500 tablet bottle.	
Tramadol 50 mg tablets (generic) 500 count bottle.	\$8.55	\$18.11	1	bottle	Tramadol 50 mg tablets (generic) 500 count bottle.	

VICTOR INSTRUMENTS, INC. 2019 PRICE LIST

[180200-Pricing Page-Victor Instruments Inc.xlsx](#)

PRICING SHEET: NIGP CODE 87558, 93890

Terms: NET 30

Vendor Number: VS0000002490

Certificates of Insurance Required

Contract Period: To cover the period ending **April 30, 2019-2020-2022 2023.**

BUTLER ANIMAL HEALTH HOLDING COMPANY, LLC DBA: COVETRUS NORTH AMERICA/BUTLER ANIMAL HEALTH SUPPLY PO BOX 734579 CHICAGO, IL 60673-4579400 METRO PLACE NORTH, DUBLIN, OH 43017
HENERY SCHEIN ANIMAL HEALTH DEPT LA 21630 PASADENA, CA 91185-1630SUPPLY

SERIAL 180200-C

NIGP CODE: 87558, 93890

RESPONDENT'S NAME: Butler Animal Health Holding Company, LLC Supply
Covetrus North America/Butler Animal Health Supply, LLC
Henry Schein Animal Health

DOING BUSINESS AS (DBA) NAME: Henry Schein Animal Health

COUNTY VENDOR NUMBER: VC0000003775 VC0000001398

ADDRESS: Dept La 21630 Pasadena, Ca 91185-1630
400 Metro place North, Dublin, OH 43017
PO BOX 734579 Chicago, IL 60673-4579

P.O. ADDRESS: PO Box 7156 Pasadena, CA 91109

TELEPHONE NUMBER: 800-282-5162 x5532

FACSIMILE NUMBER: 614-210-5611

WEB SITE: www.henryscheinvet.com

CONTACT (REPRESENTATIVE): Nancy Hughes, Greg Lugo
biddesk@covetrus.com

REPRESENTATIVE'S E-MAIL ADDRESS: greg.lugo@henryschein.com NHughes@henryscheinvet.com

	<u>YES</u>	<u>NO</u>	
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT	[]	[X]	
WILL OFFER EMPLOYEE DISCOUNTS	[]	[X]	% if different than below
PAYMENT TERMS.			
[X] NET 30 DAYS			

1.0 PRICING:		
CATALOG OR PRICE SOURCE	PRICE COLUMN TO BE REFERENCED	PERCENT DISCOUNT FROM PRICE REFERENCE
		%
997 List Price Plus pricelist 097SAW for shelters and non-profits		Various discounts per selected items
Your account is also on our vendor-specific shelter prices—ALL pricing is subject to change because we do not control it.		

BUTLER ANIMAL HEALTH HOLDING COMPANY 2019 PRICE LIST

[180200-Pricing Page-Butler Animal Health Holding Co. LLC.xlsx](#)

PRICING SHEET: NIGP CODE 87558, 93890

Terms: NET 30 Days

Vendor Number: VC0000003775

Certificates of Insurance Required

Contract Period: To cover the period ending **April 30, 2019-2020 2022 2023.**

MIDWEST VETERINARY SUPPLY, INC., 2835 COLEMAN STREET NORTH LAS VEGAS, NV
21467 HOLYOKE AVE., LAKEVILLE, MN 55044

SERIAL 180200-C
 NIGP CODE: 87558, 93890
 RESPONDENT'S NAME: Midwest Veterinary Supply, Inc.
 COUNTY VENDOR NUMBER: VS0000002431
 ADDRESS: 2835 Coleman Street North Las Vegas, NV
21467 Holyoke Ave., Lakeville, MN 55044
 P.O. ADDRESS: PO Box 856500 Minneapolis MN 55485
 TELEPHONE NUMBER: 952-894-4350, 702-963-0345, 102-963-0358
 FACSIMILE NUMBER: 702-963-0368
 WEB SITE: www.midwestvet.net
 CONTACT (REPRESENTATIVE): Christine Zimmerman Cindi Castelline
Christine.zimmerman@midwestvet.net
mvsbids@midwestvet.net
 REPRESENTATIVE'S E-MAIL ADDRESS: Cindi.Castelline@midwestvet.net

	<u>YES</u>	<u>NO</u>	
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT	[X]	[]	
WILL OFFER EMPLOYEE DISCOUNTS	[]	[X]	% if different than below

PAYMENT TERMS.
 [JF] NET 10 DAYS

1.0 PRICING:		
CATALOG OR PRICE SOURCE	PRICE COLUMN TO BE REFERENCED	PERCENT DISCOUNT FROM PRICE REFERENCE
Pricing is available through our online ecommerce site		0%

MIDWEST VETERINARY SUPPLY, INC 2019 2022 PRICE LIST

[180200-Pricing Page-Midwest Veterinary Supply, Inc.xlsx](#)

PRICING SHEET: NIGP CODE 87558, 93890

Terms: NET 10 Days
 Vendor Number: VS0000002431
 Certificates of Insurance Required

Contract Period: To cover the period ending **April 30, 2019-2020 2022 2023.**

MWI VETERINARY SUPPLY, CO., DBA: MWI ANIMAL HEALTH, 3041 W. PASADENA DR. BOISE, ID 83705

SERIAL 180200-C
 NIGP CODE: 87558, 93890

RESPONDENT'S NAME: MWI Veterinary Supply, Co.
 COUNTY VENDOR: DBA: MWI Animal Health
 NUMBER: VS0000002425
 ADDRESS: 3041 W. Pasadena Drive, Boise, ID 83705
 P.O. ADDRESS: _____
 TELEPHONE NUMBER: 208-955-9556
 FACSIMILE NUMBER: _____
 WEB SITE: www.mwiah.com
 CONTACT: _____
 (REPRESENTATIVE): Lindsey Wilson, Carol Howell
 REPRESENTATIVE'S E-MAIL: mwibids@mwiah.com
 ADDRESS: mwibids@mwianimalhealth.com

	<u>YES</u>	<u>NO</u>	
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT	[]	[X]	
WILL OFFER EMPLOYEE DISCOUNTS	[]	[X]	% if different than below
PAYMENT TERMS.			
[X] NET 30 DAYS			

1.0 PRICING:		
CATALOG OR PRICE SOURCE	PRICE COLUMN TO BE REFERENCED	PERCENT DISCOUNT FROM PRICE REFERENCE
		0%
*MWI offers competitive pricing to Maricopa County. We cannot price as a % discount.		

MWI VETERINARY SUPPLY, COMPANY								
Date: 03/11/19 EFF. 05/01/19								
Item #	Manufacturer Description		Unit	-	2019 Bid	2018 BID	Mandatory pricing	Change
039234	SECUR	Securodox #1 Cp1	B12	\$	69.14	64.80	Mand	6%
039148	SECUR	Securodox #0 Cp1 30in	B12	\$	63.37	59.40	Mand	6%
038135	SECUR	Securodox #2-0 Fs1 30in	B12	\$	64.32	60.30	Mand	6%
MWI VETERINARY SUPPLY, COMPANY								
Date: 03/11/19 EFF. 05/01/19 - Continue								
Item #	Manufacturer	Description	Unit		2019 Bid	2018 BID	Mandatory pricing	Change
038073	SECUR	Securodox #3-0 Fs1 30in	B12	\$	64.32	60.30	Mand	6%
060120	LUPI	Cephalexin Caps 500mg Drop	B500	\$	39.96	35.00	Mand	12%
060113	LUPI	Cephalexin Caps 250mg Drop	B500	\$	27.58	24.94	Mand	10%
008902	WESTW	Cefazolin 1gm	10CC	\$	1.45	0.90	-	38%
510500	VTI	OSTIFEN CAPLET 100MG CARPRIEVE	B180	\$	67.84	59.54	Mand	12%
510503	VTI	OSTIFEN CAPLET 75MG CARPRIEVE	B180	\$	55.44	48.66	Mand	12%

MWI VETERINARY SUPPLY, CO., DBA: MWI ANIMAL HEALTH

510506	VT1	OSTIFEN CAPLET 25MG CARPRIEVE	B180	\$	44.84	39.36	Mand	12%
053077	PUTNE	Enrofloxacin Tabs 136mg - Flavored	B200	\$	390.15	382.50	Mand	2%
053080	PUTNE	Enrofloxacin Tabs 68mg - Flavored	B250	\$	277.79	272.34	Mand	2%
053079	PUTNE	Enrofloxacin Tabs 22.7mg - Flavored	B500	\$	217.44	213.18	Mand	2%
060192	NORB	Enroflox Inj 100mg/ml	250CC	\$	96.60	96.60	Mand	0%
065162	PUTNE	Dexmedesed Inj Sol 0.5mg/ml	10ML	\$	147.19	138.86	Mand	6%
064079	SUNPH	Doxycycline Tab 100mg	B500	\$	57.81	57.81	-	0%
064715	PUTNE	Tilzolan Inj 100mg C3n	5CC	\$	57.37	54.12	Mand	6%
520003	VT1	Vetorphie Inj 10mg/ml C4	50ML	\$	120.19	120.19	-	0%
029717	BAXT	Hydromorphone Inj C-2 2mg/mL, 20mL Multi- Dose	20CC	\$	27.17	11.56	Mand	57%
047786	AKORN	Midazolam Inj C-4 5mg/mL FTV	10ML	\$	6.31	6.31	-	0%
032800	ZOET	Antisedan Inj	10ML	\$	198.60	168.15	Mand	15%
501072	VT1	Zetamine [Ketamine HCl] Injection 100mg/ml 3N	10CC	\$	4.72	4.72	-	0%
502017	VT1	Fluriso Isoflurane, USP **ORM D**	250CC	\$	20.96	20.96	-	0%
505846	VT1	Propovan Cf 5x20	P5	\$	41.06	36.50	Mand	11%
063324	ANSEL	GLV SURG 5.5 SENSI ENCORE	B50	\$	31.31	31.31	-	0%
063325	ANSEL	GLV SURG 6.0 SENSI ENCORE	B50	\$	31.31	31.31	-	0%
063326	ANSEL	GLV SURG 6.5 SENSI ENCORE	B50	\$	31.31	31.31	-	0%
063327	ANSEL	GLV SURG 7.0 SENSI ENCORE	B50	\$	31.31	31.31	-	0%
063328	ANSEL	GLV SURG 7.5 SENSI ENCORE	B50	\$	31.31	31.31	-	0%

MWI VETERINARY SUPPLY, COMPANY

Date: 03/11/19 EFF. 05/01/19 - Continue

Item #		Manufacturer Description	Unit	2019 Bid	2018 BID	Mandatory pricing	Change	Item #
063329	ANSEL	GLV SURG 8.0 SENSI ENCORE	B50	\$	31.31	31.31	-	0%
063330	ANSEL	GLV SURG 8.5 SENSI ENCORE	B50	\$	31.31	31.31	-	0%
063331	ANSEL	GLV SURG 9.0 SENSI ENCORE	B50	\$	31.31	31.31	-	0%
610099	#N/A	#N/A	#N/A	#N/A		8.30	-	#N/A
002159	CARDL	Syr 03cc 22x3/4 Ll	B100	\$	11.34	11.34	-	0%
002281	CARDL	Syr 01cc 25x5/8 Tb Ls w/ Detachable Needle	B100	\$	20.12	20.12	-	0%
483630	VIROX	Rescue Cone 55 Gal	55GAL	\$	1,552.08	1586.00	-	-2%
003953	HOSPI	Lactated Ringers Inj USP Life Care LRS	C12	\$	67.44	80.80	Mand	-20%
006245	3M	Vet Bond 1469SB	3CC	\$	13.38	12.90	-	4%
063501	PUTNE	Amoxi Clav Tab 125mg	B210	\$	132.82	128.95	Mand	3%

MWI VETERINARY SUPPLY, CO., DBA: MWI ANIMAL HEALTH

063502	PUTNE	Amoxi-Clav Tab 250mg	B210	\$	218.74	212.37	Mand	3%
063503	PUTNE	Amoxi-Clav Tab 375mg	B210	\$	312.55	303.45	Mand	3%
030084	ZOET	Clavamox Drops [12 x15cc]	BX12	\$	186.00	166.80	Mand	10%
510050	VT1	Chlorhexidine Scrub 2%	GAL	\$	16.39	16.39	-	0%
501044	VT1	Isopropyl Alcohol 70% **ORM-D** 4 Quarts	P4	\$	8.86	8.63	-	3%
064602	UNICH	Metronidazole Tab 500mg	B500	\$	26.39	44.44	-	-68%
064600	UNICH	Metronidazole Tab 250mg	B500	\$	15.28	18.89	-	-24%
060297	SUNPH	Tramadol Tab 50mg C4 B500	B500	\$	7.29	8.82	Mand	-21%

Vendor may increase pricing once per year or upon any renewal or extension of the Agreement.

Effective 05/01/20

Item #	Manufacturer	Description	Unit	2020 Bid	2019 BID	Mandatory pricing	Change
039234	SECUR	Securodox #1 Cp1	B12	\$ 72.17	69.14	MAND	4%
039148	SECUR	Securodox #0 Cp1 30in	B12	\$ 66.17	63.37	MAND	4%
038135	SECUR	Securodox #2-0 Fs1 30in	B12	\$ 67.15	64.32	MAND	4%
038073	SECUR	Securodox #3-0 Fs1 30in	B12	\$ 67.15	64.32	MAND	4%
060120	#N/A	#N/A	#N/A	#N/A	39.98		#N/A
060113	LUPI	Cephalexin Caps 250mg Drop	B500	\$ 27.73	27.58	MAND	1%
008902	WESTW	Cefaclor 1gm	10CC	\$ 1.45	1.45		0%
510500	VT1	Ostifen Carprieve Caplet 100mg 180ct	B180	\$ 67.84	67.84	MAND	0%
510503	VT1	Ostifen Carprieve Caplet 75mg 180ct	B180	\$ 55.44	55.44	MAND	0%
510506	VT1	Ostifen Carprieve Caplet 25mg 180ct	B180	\$ 44.84	44.84	MAND	0%
053077	#N/A	#N/A	#N/A	#N/A	390.15		#N/A
053080	PUTNE	Enrofloxacin Tabs 68mg - Flavored	B250	\$ 286.12	277.79	MAND	3%
053079	PUTNE	Enrofloxacin Tabs 22.7mg - Flavored	B500	\$ 223.97	217.44	MAND	3%
060192	NORB	Enroflox inj 100mg/ml	250CC	\$ 96.60	96.60	MAND	0%
065162	PUTNE	Dexmedesed Inj Sol 0.5mg/ml	10ML	\$ 139.10	147.19	MAND	-6%
064079	#N/A	#N/A	#N/A	#N/A	57.81		#N/A
064715	PUTNE	Tilzolan Inj 100mg C3n	5CC	\$ 54.21	57.37	MAND	-6%
520003	#N/A	#N/A	#N/A	#N/A	120.19		#N/A
029717	BAXT	Hydromorphone Inj 2mg/mL, 20mL Multi-Dose Vial C	20CC	\$ 27.30	27.17	MAND	0%
047786	AKORN	Midazolam Inj C-4 5mg/mL FTV	10ML	\$ 6.31	6.31		0%
032800	ZOET	Antisedan Atipamezole Inj 10mL	10ML	\$ 204.55	198.60	MAND	3%
501072	VT1	Zetamine [Ketamine HCl] Injection 100mg/ml 3N	10CC	\$ 4.72	4.72		0%
502017	VT1	Fluriso Isoflurane, USP **ORM-D**	250CC	\$ 20.98	20.98		0%
505846	VT1	Propovan Cf 5x20	P5	\$ 41.08	41.08	MAND	0%
063324	ANSEL	GLV SURG 5.5 SENS I ENCORE	B50	\$ 31.31	31.31		0%
063325	ANSEL	GLV SURG 6.0 SENS I ENCORE	B50	\$ 31.31	31.31		0%
063326	ANSEL	GLV SURG 6.5 SENS I ENCORE	B50	\$ 31.31	31.31		0%
063327	ANSEL	GLV SURG 7.0 SENS I ENCORE	B50	\$ 31.31	31.31		0%
063328	ANSEL	GLV SURG 7.5 SENS I ENCORE	B50	\$ 31.31	31.31		0%
063329	ANSEL	GLV SURG 8.0 SENS I ENCORE	B50	\$ 31.31	31.31		0%
063330	ANSEL	GLV SURG 8.5 SENS I ENCORE	B50	\$ 31.31	31.31		0%
063331	ANSEL	GLV SURG 9.0 SENS I ENCORE	B50	\$ 31.31	31.31		0%
610099	#N/A	#N/A	#N/A	#N/A	#N/A		#N/A
002159	CARDL	Syr 03cc 22x3/4 LJ	B100	\$ 11.60	11.34		2%
002281	CARDL	Syr 01cc 25x5/8 Tb Ls w/ Detachable Needle	B100	\$ 20.40	20.12		1%
483630	VIROX	Rescue Cong 65 Gal	55GAL	\$ 1,552.08	1,552.08		0%
003953	HOSPI	Lactated Ringers Inj USP LifeCare LRS	C12	\$ 63.00	67.44	MAND	-7%
006245	3M	Vet Bond 1489SB	3CC	\$ 14.49	13.38		8%
063501	PUTNE	Amoxi Clav Tab 125mg	B210	\$ 116.28	132.82	MAND	-14%
063502	PUTNE	Amoxi Clav Tab 250mg	B210	\$ 225.30	218.74	MAND	3%
063503	PUTNE	Amoxi Clav Tab 375mg	B210	\$ 321.93	312.55	MAND	3%
030084	ZOET	Clavamox Drops [12 x15cc]	BX12	\$ 195.60	186.00	MAND	5%
510050	VT1	Chlorhexidine Scrub 2%	GAL	\$ 16.39	16.39		0%
501044	VT1	Isopropyl Alcohol 70% **ORM-D** 4 Quarts	P4	\$ 8.86	8.86		0%
064602	UNICH	Metronidazole Tab 500mg Drop	B500	\$ 26.39	26.39		0%

MWI VETERINARY SUPPLY, CO., DBA: MWI ANIMAL HEALTH

Item #	Manufacturer	Description	Unit	2020 Bid	2019 BID	Mandatory pricing	Change
064600	UNICH	Metronidazole Tab 250mg	B500	\$ 15.28	15.28		0%
060297	SUNPH	Tramadol Tab 50mg C4 B500	B500	\$ 7.28	7.29	MAND	0%

Vendor may increase pricing once per year or upon any renewal or extension of the Agreement.

MAND - MWI cannot lock in product pricing. The product manufacturer determines and establishes the product price. As such, MWI may increase pricing, at any time, in proportion to any manufacturer's price increase. Please call for current pricing.

Effective 05/01/22

Item #	Manufacturer	Item Name	Unit	2022 Price	2020 Price	Change %
039234	SECUR	SECURODOX #1 CP1 30IN	B12	MAND	\$ 72.17	#VALUE!
039148	SECUR	SECURODOX #0 CP1 30IN	B12	MAND	\$ 66.17	#VALUE!
038135	SECUR	SECURODOX #2-0 FS1 30IN	B12	MAND	\$ 67.15	#VALUE!
038073	SECUR	SECURODOX #3-0 FS1 30IN	B12	MAND	\$ 67.15	#VALUE!
112642	TEVA	Cephalexin Capsules 500mg	B100	\$ 10.32	#N/A	#N/A
094928	AUROB	Cephalexin Capsules 250mg	B500	\$ 36.61	\$ 27.73	24%
008902	WESTW	Cefazolin 1gm	10CC	\$ 1.52	\$ 1.45	4%
510500	VT1	Ostifen Carprieve Caplet 100mg 180ct	B180	MAND	\$ 67.84	#VALUE!
510503	VT1	Ostifen Carprieve Caplet 75mg 180ct	B180	MAND	\$ 55.44	#VALUE!
510506	VT1	Ostifen Carprieve Caplet 25mg 180ct	B180	MAND	\$ 44.84	#VALUE!
053077	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A
053080	#N/A	#N/A	#N/A	#N/A	\$ 286.12	#N/A
053079	#N/A	#N/A	#N/A	#N/A	\$ 223.97	#N/A
060192	NORB	Enroflox Inj 100mg/ml DROPM	250CC	MAND	\$ 96.60	#VALUE!
065162	PUTNE	Dexmedesed Inj Sol 0.5mg/ml	10ML	MAND	\$ 139.10	#VALUE!
064079	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A
064715	PUTNE	Tzed Inj 100mg C3n	5CC	MAND	\$ 54.21	#VALUE!
510003	VT1	Vetorphix Inj 10mg/ml C4	20ML	MAND	#N/A	#N/A
029717	BAXT	Hydromorphone Inj 2mg/mL, 20mL Multi-Dose Vial	20CC	MAND	\$ 27.30	#VALUE!
047786	AKORN	Midazolam Inj C-4 5mg/mL FTV	10ML	\$ 6.31	\$ 6.31	0%
032800	ZOET	Antisedan Atipamezole Inj 10mL	10ML	MAND	\$ 204.55	#VALUE!
501072	VT1	Zetamine [Ketamine HCl] Injection 100mg/ml 3N	10CC	\$ 4.72	\$ 4.72	0%
502017	VT1	Fluriso Isoflurane, USP **LTD QTY**	250CC	MAND	\$ 20.96	#VALUE!
505846	VT1	Propovan Cf 5x20	P5	MAND	\$ 41.06	#VALUE!
063324	ANSEL	GLV SURG 5.5 SENSI ENCORE	B50	\$ 44.50	\$ 31.31	30%
063325	ANSEL	GLV SURG 6.0 SENSI ENCORE	B50	\$ 44.35	\$ 31.31	29%
063326	ANSEL	GLV SURG 6.5 SENSI ENCORE	B50	\$ 44.44	\$ 31.31	30%
063327	ANSEL	GLV SURG 7.0 SENSI ENCORE	B50	\$ 44.47	\$ 31.31	30%
063328	ANSEL	GLV SURG 7.5 SENSI ENCORE	B50	\$ 44.47	\$ 31.31	30%
063329	ANSEL	GLV SURG 8.0 SENSI ENCORE	B50	\$ 44.35	\$ 31.31	29%



MWI VETERINARY SUPPLY, CO., DBA: MWI ANIMAL HEALTH

Item #	Manufacturer	Item Name	Unit	2022 Price	2020 Price	Change %
063330	ANSEL	GLV SURG 8.5 SENSI ENCORE	B50	\$ 44.47	\$ 31.31	30%
063331	ANSEL	GLV SURG 9.0 SENSI ENCORE	B50	\$ 44.47	\$ 31.31	30%
092543	ABCPL	Gauze Sponge X Ray Detectable 4x4 16Ply NonSteril	P100	\$ 10.48	#N/A	#N/A
002159	CARDL	Syr 03cc 22x3/4 LI	B100	\$ 11.88	\$ 11.60	2%
002281	CARDL	Syr 01cc 25x5/8 Tb Ls w/ Detachable Needle	B100	\$ 20.86	\$ 20.40	2%
483630	VIROX	Rescue Conc 55 Gal	55GAL	\$ 1,478.84	\$ 1,552.08	-5%
501201	VT1	Lact Ringers 1l	CS12	MAND	\$ 63.00	#VALUE!
006245	3M	Vet Bond 1469SB	3CC	\$ 16.22	\$ 14.49	11%
063501	#N/A	#N/A	#N/A	#N/A	\$ 116.28	#N/A
063502	#N/A	#N/A	#N/A	#N/A	\$ 225.30	#N/A
063503	#N/A	#N/A	#N/A	#N/A	\$ 321.93	#N/A
030084	ZOET	Clavamox Drops [12 x15cc]	BX12	MAND	\$ 195.60	#VALUE!
510050	VT1	Chlorhexidine Scrub 2%	GAL	\$ 18.69	\$ 16.39	12%
501044	VT1	Isopropyl Alcohol 70% **ORM-D** 4 Quarts	P4	\$ 14.36	\$ 8.86	38%
096987	VIONA	Metronidazole Tablets 500mg	B500	\$ 24.97	\$ 26.39	-6%
096971	VIONA	Metronidazole Tablets 250mg	B500	\$ 12.87	\$ 15.28	-19%
060297	SUNPH	Tramadol Tab 50mg C4 B500	B500	MAND	\$ 7.28	#VALUE!

ADDENDUM 1:

MAND – Manufacturer has a mandatory price policy. – The manufacturer mandates the selling price. MWI cannot lock in a price without an option to change when the manufacturer changes the cost and pricing at any time. Please call for current price.

PRICING SHEET: NIGP CODE 87558, 93890

Terms: NET 30 Days

Vendor Number: VS0000002425

Certificates of Insurance Required

Contract Period: To cover the period ending **April 30, 2019-2020 2022 2023.**

NAO GLOBAL HEALTH LLC, 700 GEMINI STREET, SUITE 230, HOUSTON TX 77058

SERIAL 180200-C

NIGP CODE: 87558, 93890

RESPONDENT'S NAME: NAO Global Health LLC

COUNTY VENDOR NUMBER: VS0000002428

ADDRESS: 700 Gemini Street, Suite 230, Houston TX 77058

P.O. ADDRESS: _____

TELEPHONE NUMBER: 281-886-7876

FACSIMILE NUMBER: 281-581-0301

WEB SITE: www.naoglobal.org

281-886-7876 (no name was given),

CONTACT (REPRESENTATIVE): Priscilla M. Ayerite

REPRESENTATIVE'S E-MAIL ADDRESS: info@naoglobal.org ppatel@naoglobal.org

	<u>YES</u>	<u>NO</u>	
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT	[X]	[]	
WILL OFFER EMPLOYEE DISCOUNTS	[]	[X]	% if different than below

PAYMENT TERMS.

[X] NET 30 DAYS

1.0 PRICING:

CATALOG OR PRICE SOURCE	PERCENT DISCOUNT FROM PRICE REFERENCE	CATALOG OR PRICE SOURCE	PERCENT DISCOUNT FROM PRICE REFERENCE
Agri Pro	11%	Immunovet	14%
Aspen	11%	Kane	11%
Baxter	13%	Kendall (Ken-Ag)	13%
Bayer Animal Health	5%	Ketch-all Products	14%
Becton-Dickenson Products	11%	Laboratory Supply	11%
Brockway Products	11%	Leading Edge	11%
Cincinnati Surgical	11%	MMM	11%
Coopers Animal Health Inc.	11%	Oster	11%
Covenia	11%	Palmer Cap-Chur Equipment Inc.	11%
Datamars	9%	Panacur -	11%
Davis	11%	Patterson Brands	11%
Double K	11%	Smiths Medical	11%
DVM	11%	Pelton-Crane Autoclaves	14%
Economy	11%	Pioneer	12%
Farnum	14%	PRN Pharmaceuticals	12%
Fisher Scientific	14%	Swift	14%
Miller	14%	Synbiotics	14%

NAO GLOBAL HEALTH LLC

1.0 PRICING CONTINUE:

CATALOG OR PRICE SOURCE	PERCENT DISCOUNT FROM PRICE REFERENCE	CATALOG OR PRICE SOURCE	PERCENT DISCOUNT FROM PRICE REFERENCE
General Generics	14%	Tru-Catch Traps/Manufacturing Sys, Inc.	14%
Graham Field	12%	Universal X Ray	14%
Grand Labs	12%	Vedco Products	14%
Ideal	14%	Vetamix Products	14%
		Veterinary Products Laboratory	14%
		Welch Allyn	14%

PRICING SHEET: NIGP CODE 87558, 93890

Terms: NET 30

Vendor Number: VS00000002428

Certificates of Insurance Required

Contract Period: To cover the period ending **April 30, 2019 2020 2022 2023.**

VETERINARY EQUIPMENT AND SUPPLIES

1.0 INTENT:

The intent of this solicitation is to establish a contract for various veterinary supplies to support Maricopa County Animal Care and Control in its clinic operations.

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Other governmental entities under agreement with the County may have access to services provided hereunder (see also Sections 3.14 and 3.15, below).

Maricopa County reserves the right to award this contract to multiple vendors. The County reserves the right to award in whole or in part, by item or group of items, by section or geographic area, or make multiple awards, where such action serves the County's best interest.

The County reserves the right to add additional contractors, at the County's sole discretion, in cases where the currently listed contractors are of an insufficient number or skill-set to satisfy the County's needs or to ensure adequate competition on any project or task order work.

2.0 SPECIFICATIONS:

2.1 FIXED PRICE ITEMS:

The items below are listed in BidSync. The prices for these items shall be fixed for the term of the contract.

Polydioxanone monofilament suture, violet dyed trade size #1 30 inch with swedged on PCP-1 reverse cutting needle, individually packaged and sterilized 12 packets per box / carton. Price per box of 12.

Polydioxanone monofilament suture, violet dyed trade size 0 30 inch with swedged on CP-1 reverse cutting needle, individually packaged and sterilized 12 packets per box / carton. Price per box of 12.

Polydioxanone monofilament suture, violet dyed trade size 2-0 (00) 30 inch with swedged on FS-1 reverse cutting needle, individually packaged and sterilized 12 packets per box / carton. Price per box of 12.

Polydioxanone monofilament suture, violet dyed trade size 3-0 (000) 30 inch with swedged on FS-1 reverse cutting needle, individually packaged and sterilized 12 packets per box / carton. Price per box of 12.

Cephalexin 500 mg capsules (Generic) 500 count bottle

Cephalexin 250 mg capsules (Generic) 500 count bottle

Cefazolin injection 1g bottle

Carprofen 100mg tablets (generic) 180 count bottle

Carprofen 75mg tablets (generic) 180 count bottle

Carprofen 25mg tablets (generic) 180 count bottle

Enrofloxacin 136 mg (generic) 200 tablet bottle

Enrofloxacin 68 mg (generic) 250 tablet bottle

Enrofloxacin 22.7 mg (generic) 500 tablet bottle

Enrofloxacin 100 mg / ml Injection (generic) 250 ml bottle

Dexmedetomidine 0.5 mg / ml Injection (generic) 10 ml bottle

Doxycycline 100 mg tablet (generic) 500 tablet bottle

Tiletamine / Zolazepam 50 mg / 50 mg per ml (generic) 5 ml bottle

Butorphanol injection 10 mg / ml (generic) 50 ml bottle

Hydromorphone injection 2 mg / ml (generic) 20 ml bottle

Midazolam injection 5 mg / ml injection (generic) 10 ml bottle

Atipamezole 5mg / ml injection (generic) 10 ml bottle

Ketamine 100 mg / ml injection (generic) 10 ml bottle

Isoflurane for inhalation 250 ml bottle (generic)

Propofol injection 10 mg / ml (generic) 20 ml bottle

Ansell Sensi-Touch PF surgical glove various sizes per box of 50 units (no substitution of any other product / style on this item)

4x4 woven surgical gauze non-sterile 16 ply USP type VII per case of 2000

3ml syringe Lurelock with 22ga x 3/4 inch needle, packaged sterile, Monoject brand per box of 100. (no substitution of any other product / style on this item)

1 ml syringe Lure tip with 25ga x 5/8 inch needle, packaged sterile, Monoject brand per box of 100. (no substitution of any other product / style on this item)

Rescue or Accel AHP cleaning concentrate 55 gallon drum price per drum.

Lactated ringers for injection 1000 ml bags, price per case of 14 bags. Baxter / Abbot / Hospira are the only acceptable manufactures for this product.

Tissue adhesive, 3m brand vetbond, 3ml bottle price per bottle. (no substitution)

Amoxicillin / Clavulanate tablets 125 mg (generic) 210 count box

Amoxicillin / Clavulanate tablets 250 mg (generic) 210 count box

Amoxicillin / Clavulanate tablets 375 mg (generic) 210 count box

Amoxicillin / Clavulanate Liquid 62.5 mg / ml 15 ml bottle (generic) per 12 bottles

Chlorhexidine 2% surgical scrub gallon size per gallon

70% isopropyl alcohol quart size per quart

Metronidazole 500 mg (generic) 500 tablet bottle

Metronidazole 250 mg (generic) 500 tablet bottle

Tramadol 50 mg tablets (generic) 500 count bottle.

2.2 CATALOG DISCOUNT ITEMS

The county desires blanket discount pricing for all other items. Respondents shall complete Attachment A – Pricing and submit a general markup/discount from a stated catalog or pricing source for future reference.

2.3 TECHNICAL AND DESCRIPTIVE SALES LITERATURE:

2.3.1 The Contractor shall provide copies of its sales literature and brochures and copies of any manufacturer’s technical and/or descriptive literature regarding the material(s) the Contractor proposes to provide. Literature shall be sufficient in detail to allow for full and fair evaluation of the material(s) submitted, and must be included with the bid. Failure to include this information may result in the bid being rejected.

2.3.2 The Contractor shall provide read-only access to their current online price catalog, in order for the County to verify any price changes on a monthly basis.

3.0 **PURCHASING REQUIREMENTS:**

3.1 DELIVERY:

3.1.1 Delivery is required within three (3) business days of order being issued by the County. Contractor shall notify County Representative listed on the order if the requested delivery date cannot be met, with the anticipated delivery date. It is a material requirement of this contract for the Contractor to timely notify the County that an order cannot be delivered by the requested delivery date. In the event any item requested for delivery is out of stock or on back order, the County reserves the right to remove out of stock or back order items from the order, and obtain them from another source. The County may also chose to have the Contractor to deliver any out of stock or back order items by a separate order.

3.1.2 Supplies or equipment shall be delivered between the hours of 9AM and 4PM, Monday through Friday, except on State recognized holidays

3.1.3 Supplies or equipment delivered shall have no less than 80% shelf life remaining. This is measured from the date the product was made to the manufacturer’s stated best by/use by date.

3.1.4 Delivery shall be F.O.B. Destination Freight Prepaid.

3.2 EXPEDITED DELIVERY:

3.2.1 If the Department determines that expedited delivery or other alternate shipping is required, it shall notify the Contractor. The Contractor shall determine any additional costs associated with such delivery terms and communicate that cost to the Department.

3.2.2 The Department shall not advise the Contractor to proceed with an expedited shipment until acceptable terms are agreed upon and a purchase order is issued. Upon agreeing to the additional costs, the Department shall advise the Contractor to proceed.

3.2.3 Upon receipt of material(s) and invoicing, the Department shall ensure that any additional charges are in compliance with and do not exceed agreed to costs. The Department shall retain all documents related to these costs within the agency purchase file.

3.3 SHIPPING DOCUMENTS:

A packing list or other suitable shipping document shall accompany each shipment and shall include the following:

- 3.3.1 Contract Serial number.
- 3.3.2 Contractor's name and address.
- 3.3.3 Department name and address.
- 3.3.4 Department purchase order number.
- 3.3.5 A description of product(s) shipped, including item number(s), quantity(ies), number of containers and package number(s), as applicable.

3.4 SHIPPING TERMS:

Bid price(s) and terms shall be F.O.B. Destination Freight Prepaid at the location(s) stipulated on the Purchase Order. All delivery locations are within Maricopa County.

3.5 ACCEPTANCE:

Upon delivery and successful installation, the material(s) shall be deemed accepted and the warranty period shall begin. All documentation shall be completed prior to final acceptance.

3.6 BRAND NAME:

The County reserves the right to request samples to determine quality and acceptability of materials bid by Contractor. In some cases, brand names have been listed in order to define the desired quality and are not intended to be restrictive or to limit competition. Materials substantially equivalent to those designated shall qualify for consideration.

3.7 ORDER LEAD-TIME NOTIFICATION:

Contractors submitting bids shall advise the County of lead-time(s) for the required items specified in this solicitation at the time of bid submission. Notification of any changes to lead time (learned after submission of bid) shall also be the Contractor's responsibility. The Contractor shall also notify all County Representatives included on Purchase Orders of lead-time information. If the item(s) become no longer available, Contractor shall notify County of the last available ordering date for the item(s), and may provide County with alternative item(s) that the County may elect to purchase at its option. If the alternative item(s) do not meet the County's requirements, County may terminate this Contract for Convenience per Section 4.12.

3.8 USAGE REPORT:

The Contractor shall furnish the County a usage report, upon request, delineating the acquisition activity governed by the Contract. The format of the report shall be approved by the County and shall disclose the quantity and dollar value of each contract item by individual unit.

3.9 BACKGROUND CHECK:

Bidders/proposers need to be aware that there may be multiple background checks (Sheriff's Office, County Attorney's Office, Courts as well as Maricopa County general government) to determine if the respondent is acceptable to do business with the County. This applies to (but is not limited to) the company, subcontractors and employees and the failure to pass these checks shall deem the respondent non-responsible.

3.10 INVOICES AND PAYMENTS:

3.10.1 The Contractor shall submit one (1) legible copy of their detailed invoice before payment(s) will be made. Incomplete invoices will not be processed. At a minimum, the invoice must provide the following information:

- Company name, address and contact
- County bill-to name and contact information
- Contract Serial Number
- County purchase order number
- Invoice number and date
- Payment terms
- Date of service or delivery
- Quantity
- Contract Item number(s)
- Description of Purchase (product or services)
- Pricing per unit of purchase
- Freight (if applicable)
- Extended price
- Total Amount Due

3.10.2 Problems regarding billing or invoicing shall be directed to the Department as listed on the Purchase Order.

3.10.3 Payment shall only be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Contract Award the Contractor shall complete the Vendor Registration Form located on the County Department of Finance Vendor Registration Web Site (<http://www.maricopa.gov/922/Vendors>).

3.10.4 Discounts offered in the contract shall be calculated based on the date a properly completed invoice is received by the County.

3.10.5 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

3.11 APPLICABLE TAXES:

3.11.1 Payment of Taxes: The Contractor shall pay all applicable taxes. With respect to any installation labor on items that are not attached to real property performed by Contractor under the terms of this Contract, the installation labor cost and the gross receipts for materials provided shall be listed separately on the Contractor's invoices.

3.11.2 State and Local Transaction Privilege Taxes: To the extent any State and local transaction privilege taxes apply to sales made under the terms of this contract it is the responsibility of the seller to collect and remit all applicable taxes to the proper taxing jurisdiction of authority.

3.11.3 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 require all subcontractors to hold Maricopa 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.

3.12 TAX (COMMODITIES):

Tax shall not be invoiced against Contractor's labor. It is the responsibility of the Contractor to determine any and all applicable taxes and include the tax percentage in their proposal.

3.13 POST AWARD MEETING:

The Contractor may be required to attend a post-award meeting with the Department to discuss the terms and conditions of this Contract. This meeting will be coordinated by the Procurement Officer of the Contract.

3.14 STRATEGIC ALLIANCE for VOLUME EXPENDITURES (\$AVE):

The County is a member of the \$AVE cooperative purchasing group. \$AVE includes the State of Arizona, many Phoenix metropolitan area municipalities, and many K-12 unified school districts. Under the \$AVE Cooperative Purchasing Agreement, and with the concurrence of the successful Respondent under this solicitation, a member of \$AVE may access a contract resulting from a solicitation issued by the County. If you do not want to grant such access to a member of \$AVE, please state so in your bid. In the absence of a statement to the contrary, the County will assume that you do wish to grant access to any contract that may result from this bid.

3.15 INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS (ICPA's):

County currently holds ICPA's with numerous governmental entities. These agreements allow those entities, with the approval of the Contractor, to purchase their requirements under the terms and conditions of the County Contract. It is the responsibility of the non-County government entity to perform its own due diligence on the acceptability of the Contract under its procurement rules, processes and procedures.

3.16 VOLUNTARY EMPLOYEE DISCOUNTS:

3.16.1 Vendors may voluntarily offer discounts to County employees for products or services provided under this Contract. Whether a Contractor offers or does not offer an employee discount is not a factor considered in the evaluation of responses to this solicitation.

3.16.2 Any discount offered is part of a commercial transaction between the Contractor and individual County employees and the County is not a party to the transaction. Any disputes or issues arising from an individual commercial transaction between the Contractor and an individual County employee is a matter between the Contractor and the employee. If a discount is offered, the terms will be announced to County employees.

4.0 CONTRACTUAL TERMS & CONDITIONS:

4.1 CONTRACT TERM:

This Invitation for Bid is for awarding a firm, fixed-price purchasing contract to cover a term of one (1) year.

4.2 OPTION TO RENEW:

The County may, at its option and with the concurrence of the Contractor, renew the term of this Contract up to a maximum of four (4) additional years, (or at the County's sole discretion, extend the contract on a month to month basis for a maximum of six (6) months after expiration). The Contractor shall be notified in writing by the Office of Procurement Services of the County's intention to renew the contract term at least sixty (60) calendar days prior to the expiration of the original contract term.

4.3 CONTRACT COMPLETION:

The Contractor shall make all reasonable efforts for an orderly transition of its duties and responsibilities to another provider and/or to the County. This may include, but is not limited to preparation of a transition plan and cooperation with the County or other providers in the transition. The transition includes the transfer of all records, and other data in the possession,

custody or control of Contractor required to be provided to the County either by the terms of this agreement or as a matter of law. The provisions of this clause shall survive the expiration or termination of this agreement.

4.4 PRICE ADJUSTMENTS:

Any requests for reasonable price adjustments must be submitted sixty (60) calendar days prior to the Contract expiration. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. The reasonableness of the request will be determined by comparing the request with the Consumer Price Index or by performing a market survey. If County agrees to the adjusted price terms, County shall issue written approval of the change and provide an updated version of the Contract. The new change shall not be in effect until the date stipulated on the Contract.

4.5 INDEMNIFICATION:

To the fullest extent permitted by law, and to the extent that claims, damages, losses or expenses are not covered and paid by insurance purchased by the Contractor, the Contractor shall defend indemnify and hold harmless the County (as Owner), its agents, representatives, agents, officers, directors, officials, and employees from and against all claims, damages, losses, and expenses (including, but not limited to attorneys' fees, court costs, expert witness fees, and the costs and attorneys' fees for appellate proceedings) arising out of, or alleged to have resulted from the negligent acts, errors, omissions, or mistakes relating to the performance of this Contract.

Contractor's duty to defend, indemnify, and hold harmless the County, its agents, representatives, agents, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss, or expense that is attributable to bodily injury, sickness, disease, death or injury to, impairment of, or destruction of tangible property, including loss of use resulting there from, caused by negligent acts, errors, omissions, or mistakes in the performance of this Contract, but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, any one directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this section.

The scope of this indemnification does not extend to the sole negligence of County.

4.6 INSURANCE:

4.6.1 Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.

4.6.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.

4.6.3 Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.

- 4.6.4 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.
- 4.6.5 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.
- 4.6.6 The insurance policies required by this Contract, except Workers' Compensation and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.
- 4.6.7 The policies required hereunder, except Workers' Compensation and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.
- 4.6.8 Commercial General Liability:
- Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$2,000,000 General Aggregate Limit. The policy shall include coverage for premises liability, bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provisions which would serve to limit third party action over claims. There shall be no endorsement or modifications of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.
- 4.6.9 Automobile Liability:
- Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services or use or maintenance of the premises under this Contract.
- 4.6.10 Workers' Compensation:
- Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee, and \$500,000 disease policy limit.
- Contractor, its contractors and its subcontractors waive all rights against Contract and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor, its contractors and its subcontractors pursuant to this Contract.
- 4.6.11 Certificates of Insurance:
- 4.6.11.1 Prior to Contract Award, Contractor shall furnish the County with valid and complete certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s),

as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

4.6.11.2 In the event any insurance policy(ies) required by this Contract is (are) written on a claims made basis, coverage shall extend for two (2) years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance.

4.6.11.3 If a policy does expire during the life of the Contract, a renewal certificate must be sent to County fifteen (15) calendar days prior to the expiration date.

4.6.12 Cancellation and Expiration Notice:

Applicable to all insurance policies required within the Insurance Requirements of this Contract, Contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to Maricopa County. Contractor must provide to Maricopa County, within two (2) business days of receipt, if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to Maricopa County Office of Procurement Services and shall be mailed or hand delivered to to ~~320 West Lincoln Street~~ **160 South 4th Avenue**, Phoenix, AZ 85003, or emailed to the Procurement Officer noted in the solicitation.

4.7 ORDERING AUTHORITY:

Any request for purchase shall be accompanied by a valid purchase order, issued by Office of Procurement Services, a Purchase Order issued by the using Department or direction by a Certified Agency Procurement Aid (CAPA) with a Purchase Card for payment.

4.8 NO MINIMUM OR MAXIMUM PURCHASE OBLIGATION:

4.8.1 This Contract does not guarantee any minimum or maximum purchases will be made. Orders will only be placed under this Contract when the County identifies a need and proper authorization and documentation have been approved.

4.8.2 Contractors agree to accept verbal notification of cancellation of Purchase Orders from the County Procurement Officer with written notification to follow. Contractor specifically acknowledges to be bound by this cancellation policy.

4.9 PURCHASE ORDERS:

County reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor for actual and documentable costs incurred by the Contractor in response to the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc.

4.10 SUSPENSION OF WORK:

The Procurement Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Procurement Officer determines appropriate for the convenience of the County. No adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor. No request for adjustment under this clause shall be granted unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

4.11 STOP WORK ORDER:

The Procurement Officer 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 a period of ninety (90) calendar days after the order is delivered to the Contractor, and for any further period to which the parties may agree. 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. Within a period of ninety (90) calendar days after a stop work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Procurement Officer shall either:

4.11.1 Cancel the stop work order; or

4.11.2 Terminate the work covered by the order as provided in the Default, or the Termination for Convenience clause of this Contract.

The Procurement Officer may make an equitable adjustment in the delivery schedule and/or Contract price, or otherwise, and the Contract shall be modified, in writing, accordingly, if the Contractor demonstrates that the stop work order resulted in an increase in costs to the Contractor.

4.12 TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

4.13 TERMINATION FOR DEFAULT:

The County may, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to:

4.13.1 Deliver the supplies or to perform the services within the time specified in this Contract or any extension;

4.13.2 Make progress, so as to endanger performance of this Contract; or

4.13.3 Perform any of the other provisions of this Contract.

The County's right to terminate this contract under these **subparagraphs** may be exercised if the Contractor does not cure such failure within ten (10) business days (or more if authorized in writing by the County) after receipt of the notice from the Procurement Officer specifying the failure.

4.14 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel any Contract without penalty or further obligation within three (3) years after execution of the Contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the County from any other party to the Contract arising as the result of the Contract.

4.15 OFFSET FOR DAMAGES:

In addition to all other remedies at Law or Equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance of the contract.

4.16 SUBCONTRACTING:

4.16.1 The Contractor may not assign to another Contractor or subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job or project.

4.16.2 The subcontractor's rate for the job shall not exceed that of the Prime Contractor's rate, as bid in the pricing section, unless the Prime Contractor is willing to absorb any higher rates. The subcontractor's invoice shall be invoiced directly to the Prime Contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the subcontractor's invoice must accompany the Prime Contractor's invoice.

4.17 AMENDMENTS:

All amendments to this Contract shall be in writing and approved/signed by both parties. Maricopa County Office of Procurement Services shall be responsible for approving all amendments for Maricopa County.

4.18 ADDITIONS/DELETIONS OF COMMODITIES:

The County reserves the right to add and/or delete materials to a Contract. If additional materials are required from a Contract, prices for such additions will be negotiated between the Contractor and the County.

4.19 ACCESS TO AND RETENTION OF RECORDS FOR THE PURPOSE OF AUDIT AND/OR OTHER REVIEW:

4.19.1 In accordance with section MCI 371 of the Maricopa County Procurement Code the Contractor agrees to retain (physical or digital copies of) all books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract for six (6) years after final payment or until after the resolution of any audit questions which could be more than six (6) years, whichever is latest. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to and the right to examine, copy, and make use of, any and all said materials.

4.19.2 If the Contractor's books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

4.20 AUDIT DISALLOWANCES:

If at any time it is determined by the County that a cost for which payment has been made is a disallowed cost, the County shall notify the Contractor in writing of the disallowance. The course of action to address the disallowance shall be at sole discretion of the County, and may include either an adjustment to future invoices, request for credit, request for a check or a deduction from current invoices submitted by the Contractor equal to the amount of the disallowance, or to require reimbursement forthwith of the disallowed amount by the Contractor by issuing a check payable to Maricopa County.

4.21 STRICT COMPLIANCE:

Acceptance by County of a performance that is not in strict compliance with the terms of the Contract shall not be deemed to be a waiver of strict compliance with respect to all other terms of the Contract.

4.22 VALIDITY:

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of the Contract.

4.23 RIGHTS IN DATA:

The County shall have the use of data and reports resulting from a Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each Party shall supply to the other Party, upon request, any available information that is relevant to a Contract and to the performance thereunder.

4.24 RELATIONSHIPS:

4.24.1 In the performance of the services described herein, the Contractor shall act solely as an independent contractor, and nothing herein or implied herein shall at any time be construed as to create the relationship of employer and employee, co-employee, partnership, principal and agent, or joint venture between the County and the Contractor.

4.24.2 The County reserves the right of final approval on proposed staff. Also, upon request by the County, the Contractor will be required to remove any employees working on County projects and substitute personnel based on the discretion of the County within two business days, unless previously approved by the County.

4.25 NON-DISCRIMINATION:

~~Contractor agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 including flow down of all provisions and requirements to any subcontractors. Executive Order 2009-09 supersedes Executive order 99-4 and amends Executive order 75-5 and may be viewed and downloaded at the Governor of the State of Arizona website <http://azmemory.azlibrary.gov/cdm/singleitem/collection/execorders/id/680/rec/1> which is hereby incorporated into this contract as if set forth in full herein. During the performance of this contract, 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.~~

Contractor agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 including flow down of all provisions and requirements to any subcontractors. Executive Order 2009-09 supersedes Executive order 99-4 and amends Executive order 75-5 and may be viewed and downloaded at the Arizona State Library Research website (<http://azmemory.azlibrary.gov/cdm/singleitem/collection/execorders/id/680/rec/1>) which is hereby incorporated into this contract as if set forth in full herein. During the performance of this Contract, 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.

4.26 ISRAEL BOYCOTT:

~~By submitting this proposal the Contractor certifies that they are in compliance with Article 9, A.R.S. § 35-393 et seq.~~

4.27 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION:

4.27.1 The undersigned (authorized official signing on behalf of the Contractor) certifies to the best of his or her knowledge and belief that the Contractor, its current officers and directors;

4.27.1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from being awarded any contract or grant by any United States Department or Agency or any state, or local jurisdiction;

4.27.1.2 have not within a three (3) year period preceding this Contract:

4.27.1.2.1 been convicted of fraud or any criminal offense in connection with obtaining, attempting to obtain, or as the result of performing a government entity (Federal, State or local) transaction or contract; and

4.27.1.2.2 been convicted of violation of any Federal or State antitrust statutes or conviction for embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property regarding a government entity transaction or contract;

4.27.1.2.3 are not presently indicted or criminally charged by a government entity (Federal, State or local) with commission of any criminal offenses in connection with obtaining, attempting to obtain, or as the result of performing a government entity public (Federal, State or local) transaction or contract; and are not presently facing any civil charges from any governmental entity regarding obtaining, attempting to obtain, or from performing any governmental entity contract or other transaction; and have not within a three (3) year period preceding this Contract had any public transaction (Federal, State or local) terminated for cause or default.

4.27.1.2.4 If any of the above circumstances described in the paragraph are applicable to the entity submitting a bid for this requirement, include with your bid an explanation of the matter including any final resolution.

4.27.2 The Contractor shall include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract. If this clause is applicable to a subcontractor, the Contractor shall include the information required by this clause with their bid.

4.28 VERIFICATION REGARDING COMPLIANCE WITH A.R.S. §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS:

4.28.1 By entering into the Contract, the Contractor warrants compliance with the Immigration and Nationality Act (INA using e-verify) and all other Federal immigration laws and regulations related to the immigration status of its employees and A.R.S. §23-214(A). The Contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under the Contract and verify employee compliance using the E-verify system and shall keep a record of the verification for the duration of the employee's employment or at least three (3) years, whichever is longer. I-9 forms are available for download at USCIS.GOV.

4.28.2 The County retains the legal right to inspect Contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 4.28.1 of this Section. Contractor and subcontractor shall be given reasonable notice of the County's intent to inspect and shall make the documents available at the time and date specified. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County will consider this a material breach of the contract and may pursue any and 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. All costs necessary to verify compliance are the responsibility of the Contractor.

4.29 CONTRACTOR LICENSE REQUIREMENT:

4.29.1 The Contractor shall procure all permits, insurance, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his/her business, and as necessary complete any required certification requirements, required by any and all governmental or non-governmental entities as mandated to maintain compliance with and in good standing for all permits and/or licenses. The Contractor shall keep fully informed of existing and future trade or industry requirements, Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same. Contractor shall immediately notify both Office of Procurement Services and the Department of any and all changes concerning permits, insurance or licenses.

4.29.2 Contractor furnishing finished products, materials or articles of merchandise that will require installation or attachment as part of the Contract, shall possess any licenses required. Contractor is not relieved of its obligation to obtain and possess the required licenses by subcontracting of the labor portion of the Contract. Contractors are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, to ascertain licensing requirements for a particular contract. Contractor shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.

4.30 INFLUENCE:

As prescribed in MC1-1203 of the Maricopa County Procurement Code, any effort to influence an employee or agent to breach the Maricopa County Ethical Code of Conduct or any ethical conduct, may be grounds for Disbarment or Suspension under MC1-902.

An attempt to influence includes, but is not limited to:

4.30.1 A Person offering or providing a gratuity, gift, tip, present, donation, money, entertainment or educational passes or tickets, or any type of valuable contribution or subsidy,

4.30.2 That is offered or given with the intent to influence a decision, obtain a contract, garner favorable treatment, or gain favorable consideration of any kind.

If a Person attempts to influence any employee or agent of Maricopa County, the Chief Procurement Officer, or his designee, reserves the right to seek any remedy provided by the Maricopa County Procurement Code, any remedy in equity or in the law, or any remedy provided by this contract.

4.31 CONFIDENTIALITY INFORMATION:

~~In the course of the solicitation process, the County may disclose information that is proprietary or confidential. By submitting a bid to the solicitation, the offeror agrees that, except as necessary to prepare a response to this solicitation, neither it nor its agents or employees will communicate, divulge or disseminate to any third-party persons or entities, any information that is disclosed to it~~

~~by the County during the course of these discussions without the express written authorization of the County. If the offeror does disclose County proprietary or confidential information to a third party in preparing a response to this solicitation, it shall require the third party to acknowledge and comply with this provision.~~

Any information obtained in the course of performing this Contract may include information that is proprietary or confidential to the County. This provision establishes the Contractor's obligation regarding such information.

The Contractor shall establish and maintain procedures and controls that are adequate to assure that no information contained in its records and/or obtained from the County or from others in carrying out its functions (services) 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. The Contractor's procedures and controls at a minimum must be the same procedures and controls it uses to protect its own proprietary or confidential information. If, at any time during the duration of the Contract, the County determines that the procedures and controls in place are not adequate, the Contractor shall institute any new and/or additional measures requested by the County within fifteen (15) calendar days of the written request to do so.

Any requests to the Contractor for County proprietary or confidential information s shall be referred to the County for review and approval, prior to any dissemination.

4.32 PUBLIC RECORDS:

Under Arizona law, all bids submitted and opened are public records and must be retained by the Records Manager at the Office of Procurement Services. Offers shall be open to public inspection and copying after Contract award and execution, except for such Bids or sections thereof determined to contain proprietary or confidential information by the Office of Procurement Services. If a Bidder believes that information in its bid or any resulting Contract should not be released in response to a public record request under Arizona law, the bidder shall indicate the specific information deemed confidential or proprietary and submit a statement with its bid detailing the reasons that the information should not be disclosed. Such reasons shall include the specific harm or prejudice which may arise from disclosure.

4.33 INTEGRATION:

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, communications, understandings, representations, or agreements, whether oral or written, express or implied.

4.34 UNIFORM ADMINISTRATIVE REQUIREMENTS:

By entering into this Contract the Contractor agrees to comply with all applicable provisions of Title 2, Subtitle A, Chapter II, PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS contained in Title 2 C.F.R. § 200 *et seq.*

4.35 GOVERNING LAW:

~~This Contract shall be governed by the laws of the State of Arizona. Venue for any actions or lawsuits involving this Contract will be in Maricopa County Superior Court or in the United States District Court for the District of Arizona, sitting in Phoenix, Arizona.~~

This Contract shall be governed by the laws of the State of Arizona. Venue for any actions or lawsuits involving this Contract will be in Maricopa County Superior Court, Phoenix, Arizona.

4.36 **FORCE MAJEURE:**

- 4.36.1 Neither party shall be liable for failure of performance, nor incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Contract if such delay or failure is caused by events, occurrences, or causes beyond the reasonable control and without negligence of the parties. Such events, occurrences, or causes will include Acts of God/Nature (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, riots, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, lockout, blockage, embargo, labor dispute, strike, interruption or failure of electricity or telecommunication service.
- 4.36.2 Each party, as applicable, shall give the other party notice of its inability to perform and particulars in reasonable detail of the cause of the inability. Each party must use best efforts to remedy the situation and remove, as soon as practicable, the cause of its inability to perform or comply.
- 4.36.3 The party asserting *Force Majeure* as a cause for non-performance shall have the burden of proving that reasonable steps were taken to minimize delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the other party was timely notified of the likelihood or actual occurrence which would justify such an assertion, so that other prudent precautions could be contemplated.

4.37 **SEVERABILITY:**

The removal, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of this Contract.

4.38 **WRITTEN CERTIFICATION PURSUANT to A.R.S. § 35-393.01:**

If vendor engages in for-profit activity and has 10 or more employees, and if this agreement has a value of \$100,000 or more, vendor certifies it is not currently engaged in, and agrees for the duration of this agreement to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.