

**Request for Proposals (RFP)
For
Veterinarian Services**

February 15, 2024

Upshur County Commission

91 West Main Street, Suite 101

Buckhannon, WV 26201

304-472-0535

www.upshurcounty.org

REQUEST FOR PROPOSALS
VETERINARIAN SERVICES

The Upshur and Lewis County Commissions are seeking proposals to provide in-house veterinarian services at the Lewis-Upshur Animal Control Facility located at 318 Mud Lick Road, Buckhannon. To begin the process, the Commission is requesting itemized quotes from qualified veterinarians to provide spay/neuter services to facility housed animals. The Commission's objective is to spay and neuter all animals prior to them leaving the facility with the adopter. Future services may also include spay/neuter clinics open to the public. Professional services may include, but are not limited to, assistance in developing a surgical release, preparation of all necessary permit/licensure applications needed for the operation of a surgical suite, and to provide spay/neuter services to animals on a weekly basis (preferably Friday). Services will commence in April 2024.

The sealed proposal must be submitted in a package marked "Surgical Suite Veterinarian Services," must include all applicable charges per service, and be received by 4:00 p.m. on Wednesday March 13, 2024 by the Upshur County Commission. It shall not be sufficient to show that the proposal was mailed in time to be received before the scheduled closing time. In order to be considered, prospects must submit one (1) original proposal and four (4) additional copies in the required format to:

Upshur County Commission
Upshur Co. Administrative Annex
91 W Main Street, Suite 101
Buckhannon, WV 26201

Proposals received by the above deadline will be opened, reviewed, and read aloud by the Upshur County Commission at 9:30 a.m. on Thursday, March 14, 2024.

Questions can be directed to Tabatha R. Perry by calling (304) 472-0535 x.2, or e-mailing tperry@upshurcounty.org.

The Upshur County Commission reserves the right to award contracts to more than one qualified offeror(s), for the project based upon certain criteria, including but not limited to, submitted bid price, references and/or any other factor determined to be in the best interest to the implementation of the contract. The Upshur County Commission reserves the right to reject any and all bids, in whole or in part, and waive any informality during the bidding process.

Publish: 2/21/2024 and 2/28/2024

I. INTRODUCTION:

The Lewis-Upshur Animal Control Facility (LUACF) located in Upshur County is an animal welfare organization that serves the needs of two (2) counties, Lewis and Upshur. The West Virginia Legislature passed House Bill #2078, Article 20B which became effective on July 7, 2005 stating that all animals adopted from a shelter in West Virginia will have to be spayed or neutered. Currently, the LUACF issues “vouchers” to adopters in the amount of \$50 which are then accepted by previously identified veterinarians to be utilized for spay/neuter services. The Commission desires to procure veterinary care to provide spay/neutering services for all animals that become the property of, or are in the custody of, the Lewis-Upshur Animal Control Facility. With the creation and operation of an in-house surgical suite, every animal that leaves the facility will be spayed/neutered upon adoption.

II. SCOPE OF WORK

The selected Veterinarian is expected to provide all labor necessary to provide spay/neuter services for cats and dogs owned by, or in the custody of, the LUACF on a weekly basis. The preferred day for service is Friday. Veterinarians should address their ability to provide services. The County will provide medications, equipment, materials.

Responsibilities of the veterinarian include:

- A. Pre-surgical physical examinations and administering of pre-surgical drugs.
- B. Accurate record keeping.
- C. Documentation and management of policies and procedures.
- D. Adherence to WV Vet Board and AVMA Standards

Requirements:

- A. Doctor of Veterinary Medicine (DVM) from an accredited university
- B. Must have a WV license to practice veterinary medicine
- C. A commitment to practicing the highest standard of medicine and upholding the veterinary code of ethics.
- D. The ability to make decisions and communicate clearly and effectively.
- E. Be knowledgeable of, and perform services in accordance with all applicable federal, state, and local animal laws and regulations.
- F. Possess and maintain all required licenses and certification.

DISCLAIMER: Veterinarian will be independent contractor and not an employee of the County.

II. Proposal FORMAT:

The lowest responsive, responsible bidder shall be the bidder who has completed all the requirements of the bid opening requirements set forth below and has the lowest total bid.

- A. Proposals must include the following:

Identification

Name of veterinarian, including phone number, fax number, mailing and electronic address.

License Verification Information:

Name, License Type, License Number, and expiration date.

Availability: Day(s) of the week and time(s)

References:

List three recent clients, references are preferred to be clients of similar scale as the services requested in this RFP. Include reference name, telephone number, type of service provided, job dates from beginning to end.

B. Fully executed Non-Collusion Certificate - Attachment A.

C. All technical proposals should include any conclusions, remarks, and/or supplemental information that is pertinent to this request. Submitters are also required to provide written information regarding their inability to conform to any of the technical requirements listed above. Failure to do so will result in disqualification of the proposal.

IV. PRICE PROPOSAL

1. At a minimum, your Price Proposal shall be itemized per category and include direct labor and labor overhead costs for:

- a. Cat spay/neuter *
- b. Dog spay/neuter *
- c. Rabies vaccination

*Delineate if this is a flat fee or ranges based on weight or age of animal. If varies, provide itemization.

2. Travel costs to/from LUACF, if applicable.

3. Breakdown of other expenses such as clerical support, other overhead costs, supplies, etc.

The County Commission is exempt from the payment of any federal excise or any West Virginia sales tax. The price bid must be net, exclusive of taxes. Tax exemption certificates will be furnished if requested by the bidder.

V. TERM OF CONTRACT:

A. The contract will commence upon award by the Commission.

B. The initial term of this agreement will be for one-year. The Commission reserves the right to renew the agreement by one-year increments, not to exceed three full years, if work performed and bid price continue to be satisfactory to both parties. Adjustments to contract prices may be negotiated only during the 90-day period prior to renewal.

C. If the individual(s) awarded the bid subsequently fails to comply with the specifications, thirty (30) calendar days' written notice will be given to render satisfactory service. If at the expiration of such thirty (30) calendar days' notice, the unsatisfactory conditions have not been corrected, the Commission reserves the right to terminate the agreement.

VI. COMPENSATION TO THE CONTRACTOR:

Invoices must be submitted to:

LUACF

Attn: Director

318 Mud Lick Road

Buckhannon, WV 26201

jlcochran@upshurcounty.org and upshurbookkeeping@upshurcounty.org

A completed W-9 must be on file, prior to issuing payment.

Payment will be made within thirty (30) days of receipt and approval.

VII. INSURANCE REQUIREMENTS:

Professional Liability – The successful bidder must show evidence of professional liability insurance coverage in the amount of one million (\$1,000,000) dollars, with a minimum coverage of one million (\$1,000,000) dollars per occurrence and one million (\$1,000,000) dollars aggregate and must include coverage for errors, omissions, and negligent acts, prior to execution of a contract with the Upshur County Commission.

Worker's Compensation - The selected bidder must show proof of current worker's compensation coverage or payroll information which will show that coverage is not required.

VIII. SELECTION PROCESS:

- A. The County Commission shall not be liable for any costs not included in the proposal, not contracted for subsequently, or with regards to preparation of your proposal.
- B. The Commission intends to open and review each proposal to determine each prospect's qualifications, experience, and technical approach to the services. If the proposal is submitted in the required format, then the price will be considered.

IX. PROPOSALS AND AWARD SCHEDULE:

- A. Proposals received before the deadline will be treated as confidential, until receipt of all proposals and opening of the same. Proposals received after the deadline will not be considered in the evaluation process and will be returned unopened.
- B. It is expected that the contract award will be made within thirty (30) calendar days after the opening of proposals. The contract will be awarded to the prospect whose proposal, conforming to this request, will be the most advantageous to the LUACF.
- C. Proposals must give the full name and address of the proposer and the person signing the proposal shall indicate his or her title and/or authority to bind the firm in a contract.
- D. The County Commission reserves the right to request clarification of information submitted and to request additional information.

X. TERMS AND CONDITIONS:

- A. Services shall be provided “as needed.” No guarantee of work shall be provided.
- B. The Commission reserves the right to reject any or all proposals or to award the contract to the next recommended respondent if the successful prospect fails to execute an agreement within ten (10) calendar days after being notified of the award of this proposal.
- C. The selected bidder shall be required to enter into a contract agreement with the County Commission. Any agreement or contract resulting from the acceptance of the proposal shall be made on forms approved by the Upshur County Commission and shall contain, at a minimum, applicable provisions of this request for proposal. The Commission reserves the right to reject any agreement that does not conform to this request for proposal.
- D. Selected bidder shall not assign any interest in the contract and shall not transfer any interest in the same without prior written consent of the County Commission.
- D. Prospects shall give specific attention to the identification of those portions of their proposals that they deem to be confidential, proprietary information or trade secrets and provide any justification why such materials, upon request, should not be disclosed by the County Commission under the West Virginia Freedom of Information Act.
- E. The County Commission reserves the right to request interviews.
- F. The County Commission reserves the right to reject any and/or all proposals, to waive technicalities, and to take whatever action is in the best interest of the County.
- G. By submitting a proposal, the bidder agrees that it is satisfied, as a result of its own investigations of the conditions set forth in this request, and that it fully understands the obligations set forth therein.
- H. The bidder shall abide by and comply with the true intent of the RFP and its Scope of Work and shall not take advantage of any unintentional error, ambiguity, or omission, but shall fully complete every part as contemplated by the true intent and meaning of the scope of services described herein. Clarifications may be requested and dealt with prior to the submission deadline.
- I. The bidder hereby represents and warrants:
 - 1. That it is now, or will be by the time its Proposal is opened, qualified to do business in the State of West Virginia and that it will take such action as, from time-to-time hereafter, may be necessary to remain so qualified;
 - 2. That it is not in arrears with respect to the payment of any monies due and owing the State, or any department or agency thereof, including, but not limited to, the payment of taxes and employee benefits, and that it shall not fall into arrears during the term of the contract; that it shall comply with all federal, State, and local laws, ordinances, and legally enforceable rules and regulations applicable to its activities and obligations under the contract;

3. That it shall procure, at its expense, all licenses, insurance, and governmental approvals, if any, necessary to the performance of its obligations under the contract;
 4. That the facts and matters set forth hereafter in the contract and made a part hereof are true and correct.
- J. The contractual obligation of the County Commissions under the contemplated contract is contingent upon the availability of appropriated funds from which payment for this contract can be made.

XI. INTERPRETATIONS, DISCREPANCIES, OMISSIONS:

Should any bidder find discrepancies in, or omissions from, the documents or be in doubt of their meaning, they should at once request in writing an interpretation from the Upshur County Commission. All necessary interpretations will be issued to all prospective bidders in the form of addenda to the specifications, and such addenda shall become part of the contract documents. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under their proposal as submitted.

**ATTACHMENT A
NON-COLLUSION CERTIFICATE**

I HEREBY CERTIFY I am the _____

(Title)

and the duly authorized representative of _____

whose address is _____

AND THAT NEITHER I nor, to the best of my knowledge, information and belief, the above firm nor any of its other representatives I here represent have:

- (a) Agreed, conspired, connived or colluded to produce a deceptive show of competition in the compilation of the bid or offer being submitted herewith;
- (b) Not in any manner, directly or indirectly, entered into any agreement, participated in any collusion to fix the bid price or price proposal of the bidder or offeror herein or any competitor, or competitive bidding in connection with the Contract for which the within bid or offer is submitted; and that no member of the Upshur County Commission, West Virginia, administrative or supervisory personnel or other employees of Upshur County have any interest in the bidding company except as follows: (complete if applicable)

I solemnly affirm under the penalties of perjury that the contents of the foregoing paper are true to the best of my knowledge, information, and belief.

Date

Signature

Printed or Typed Name