## **INVITATION FOR SEALED BID # 20-18 THIS IS NOT AN ORDER**

## MONTGOMERY COUNTY PURCHASING DEPARTMENT 755 Roanoke Street, Suite 2C CHRISTIANSBURG, VA 24073

DATE	BID OPENING DATE AND HOUR
April 27, 2020	May 12, 2020 3PM
BIDDERS ADDRESS	
	ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO:
	Heather M, Hall, C.P.M., VCO
	Director of Purchasing
	E-MAIL ADDRESS: hallhm@montgomerycountyva.gov
	TELEPHONE NUMBER (540) 382-5784
	FAX NUMBER (540) 382-5783

### **COMMODITY:** Vet Services for Montgomery County Animal Care and Adoption Center

#### SPECIAL INSTRUCTIONS

- 1. Faxed responses to Sealed Bids cannot be sent directly to the Purchasing Department, see Number 13. "Facsimile Bids" of the attached General Terms and Conditions.
- 2. Responses must be submitted on this form and the attachment (s) provided.
- 3. Responses should be signed below.
- 4. Responses will be received in the Montgomery County Purchasing Department, 755 Roanoke Street, Suite 2C, Christiansburg, VA 24073 until the bid opening date and hour or, if specified, the bid return date and hour shown above.
- 5. Contact the buyer listed above for bid award information. Enclose a self-addressed stamped envelope if you wish to obtain price information.
- 6. DELIVERY IS F.O.B. DESTINATION UNLESS OTHERWISE NOTED BY MONTGOMERY COUNTY IN THE BODY OF THE BID.
- 7. Attachment A is incorporated by reference into this invitation for sealed bid and any resulting contract.

<u>CERTIFICATION</u>: IN ACCORDANCE WITH THIS INVITATION FOR SEALED BID AND SUBJECT TO ALL TERMS AND CONDITIONS CONTAINED IN ATTACHMENT A, THE UNDERSIGNED OFFERS AND AGREES TO FURNISH THE GOODS OR SERVICES FOR THE PRICE(S) OFFERED.

FULL LEGAL NAME (PRINT) (Company name as it appears with your Federal Taxpayer Number)		FEDERAL TAXPAYER NUMBER (ID#)	DELIVERY DATE
BUSINESS NAME/DBA NAME/TA NAME (If different than the Full Legal Name)		FEDERAL TAXPAYER NUMBER (If different than ID# above)	
PURCHASE ORDER ADDRESS		PAYMENT ADDRESS	
CONTACT NAME/TITLE (PRINT)		SIGNATURE (IN INK)	DATE
E-MAIL ADDRESS	TELEPHONE NUMBER	TOLL FREE TELEPHONE NUMBER	FAX NUMBER

#### THIS IS NOT AN ORDER

## MONTGOMERY COUNTY

## **INVITATION FOR SEALED BID NUMBER 20-18**

#### Spay/Neuter and Associated Veterinary Services for the Montgomery County Animal Care and Adoption Center

#### I. <u>PURPOSE</u>

The intent and purpose of this Invitation for Sealed Bid is to establish a term contract with one qualified source that can provide spay/neuter surgeries and any other veterinary care deemed necessary at the time of surgery for the cats and dogs of the Montgomery County Animal Care and Adoption Center.

#### II. Scope of Work:

The ACAC desires to have a contract for spay/neuter and associated veterinary services for the Center's animals prior to adoption.

Eileen Mahan and Kelly Stanley are the contract administrators.

#### III. <u>Contractor's Responsibility</u>:

The contractor shall provide guaranteed appointments on a set day each week. The day of the week and the number of surgeries may change depending on the time of year, but could be agreed upon by the ACAC and the Contractor. All additional scheduling on top of the regular appointments will be done through the Adoption Rescue coordinator.

The contractor shall provide transport of animals to and from the clinic, unless otherwise arranged by the ACAC and the Contractor.

The contractor shall perform spay/neuter services to include at minimum a pre-surgical exam, vaccinations, the spay/neuter surgery, post-operative monitoring and prescriptions for pain or infection management. If any post-operative complications arise, the contractor will work with and assist the ACAC in resolving said complication. Additional services can or may need to be provided, and are listed under the pricing schedule.

The contractor shall submit invoices electronically every two weeks.

### IV. General:

All surgeries and medical procedures must be performed or overseen by a licensed doctor of veterinary medicine.

#### V. <u>Pricing Schedule:</u>

Spay and Neuter	Cost
Female cats/kittens	
Male cats/kittens	

Female dogs (under 60 pounds)	
Male dogs (under 60 pounds)	
Weight 60-90 pounds	
Weight over 90 pounds	
Transport to and from ACAC	
Rabies vaccination	
Microchip (chip and insertion)	
Microchip (insertion only if chip provided by	
ACAC)	
Other services for cats only	
Spay pregnant female	
In-heat female	
Tail amputation	
Umbilical Hernia Repair	
Cryptorchid (per testicle)	
FVRCP Vaccine	
FeLV/FIV/Heartworm Test	
Flea treatment (include flea, roundworms,	
hookworms, ear mites)	
Tapeworm Dewormer	
Bitter orange	
Other services for dogs only	
Spay pregnant female	
In-heat female	
Pain medication	
Umbilical Hernia repair	
Cryptorchid (per testicle)	
Bordatella (Kennel Cough) vaccine	
DHPP (Distemper/Parvo)	
Flea and tick treatment	
Dewormer- two doses (roundworms and	
hookworms)	
Anal gland expression	
Heartworm test	
e-collar	
Medications	
Bordetella Vaccines	
DHPP vaccines	
FVRCP vaccines	
Rabies vaccines	
Syringes – 3 cc w/needle	
Drontal (small)	
Drontal (medium)	
Revolution (per tube)	
Revolution (per tube)         Antibiotics (per animal	

#### ATTACHMENT A TERMS AND CONDITIONS

#### GENERAL TERMS AND CONDITIONS

https://montva.com/docs/default-source/purchasing-solicitations/ifb terms and conditions.pdf?sfvrsn=97ffdc9c 2

#### SPECIAL TERMS AND CONDITIONS

- 1. AWARD OF CONTRACT: Awards are made to the lowest responsive and responsible Bidder. Evaluation will be based on net prices. Unit prices, extensions and grand total must be shown. In case of arithmetic errors, the unit price will govern. If cash discount for prompt payment is offered, it must be clearly shown in the space provided. Discounts for prompt payment will not be considered in making awards. Montgomery County reserves the right to reject any and all bids in whole or in part, to waive any informality, and to delete items prior to making an award.
- AUDIT: The Contractor hereby agrees to retain all books, records, and other documents relative to this contract for five (5) years after final
  payment, or until audited by the Commonwealth of Virginia, whichever is sooner. Montgomery County, its authorized agents, and/or State
  auditors shall have full access to and the right to examine any of said materials during said period.
- 3. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that Montgomery County shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- 4. CANCELLATION OF CONTRACT: Montgomery County reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the Contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- 5. INDEPENDENT CONTRACTOR: The contractor shall not be an employee of Montgomery County, but shall be an independent contractor. Nothing in this agreement shall be construed as authority for the contractor to make commitments which shall bind Montgomery County, or to otherwise act on behalf of Montgomery County, except as Montgomery County may expressly authorize in writing.
- 6. INSURANCE:

By signing and submitting a bid under this solicitation, the Bidder certifies that if awarded the contract, it will have the following insurance coverages at the time the work commences. Additionally, it will maintain these during the entire term of the contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission. During the period of the contract, Montgomery County reserves the right to require the Contractor to furnish certificates of insurance for the coverage required.

INSURANCE COVERAGES AND LIMITS REQUIRED:

- A. Worker's Compensation Statutory requirements and benefits.
- B. Employers Liability \$100,000.00
- C. General Liability \$500,000.00 combined single limit. Montgomery County and the Commonwealth of Virginia shall be named as an additional insured with respect to goods/services being procured. This coverage is to include Premises/Operations Liability, Products and Completed Operations Coverage, Independent Contractor's Liability, Owner's and Contractor's Protective Liability and Personal Injury Liability.
- D. Automobile Liability \$500,000.00

The contractor agrees to be responsible for, indemnify, defend and hold harmless Montgomery County, its officers, agents and employees from the payment of all sums of money by reason of any claim against them arising out of any and all occurrences resulting in bodily or mental injury or property damage that may happen to occur in connection with and during the performance of the contract, <u>including but not limited</u> to claims under the Worker's Compensation Act. The contractor agrees that it will, at all times, after the completion of the work, be responsible for, indemnify, defend and hold harmless Montgomery County, its officers, agents and employees from all liabilities resulting from bodily or mental injury or property damage directly or indirectly arising out of the performance or nonperformance of the contract.

- 7. NEGOTIATION WITH THE LOWEST BIDDER: Unless all bids are cancelled or rejected, Montgomery County reserves the right granted by Section 2.2-4318 of the <u>Code of Virginia</u> to negotiate with the lowest responsive, responsible bidder to obtain a contract price within the funds available to Montgomery County whenever such low bid exceeds Montgomery County's available funds. For the purpose of determining when such negotiations may take place, the term "available funds" shall mean those funds which were budgeted by Montgomery County for this contract prior to the issuance of the written Invitation for Bids. Negotiations with the low bidder may include both modifications of the bid price and the Scope of Work/Specifications to be performed. Montgomery County shall initiate such negotiations by written notice to the lowest responsive, responsible bidder that its bid exceeds the available funds and that Montgomery County wishes to negotiate a lower contract price. The times, places, and manner of negotiating shall be agreed to by Montgomery County and the lowest responsive, responsible bidder.
- 8. MINORITY BUSINESS, WOMEN-OWNED BUSINESSES SUBCONTRACTING AND REPORTING: Where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such business to minority and/or women-owned businesses. Names of firms may be available from the buyer and/or from the Division of Purchases and Supply. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office the following information: name of firm, phone number, total dollar amount subcontracted and type of product/service provided.

#### ATTACHMENT B

# Standard Contract form for reference only Bidders do not need to fill in this form

#### MONTGOMERY COUNTY STANDARD CONTRACT

Contract Number:\_\_\_\_\_

This contract entered into this \_\_\_\_\_ day of \_\_\_\_\_\_ 202\_, by \_\_\_\_\_\_, hereinafter called the "Contractor" and Montgomery County, called "The County".

WITNESSETH that the Contractor and The County, in consideration of the mutual covenants, promises and agreements herein contained, agrees as follows:

SCOPE OF CONTRACT: The Contractor shall provide the \_\_\_\_\_\_ to The County as set forth in the Contract Documents.

CONTRACT PERIOD: The initial contract period is \_\_\_\_\_\_ through \_\_\_\_\_\_.

COMPENSATION AND METHOD OF PAYMENT: The Contractor shall be paid by Montgomery County in accordance with the contract documents.

CONTRACT DOCUMENT: The contract documents shall consist of this signed contract, Invitation for Bid Number \_\_\_\_\_\_ dated \_\_\_\_\_, together with all written modifications thereof and the bid submitted by the Contractor dated \_\_\_\_\_\_, all of which contract documents are incorporated herein.

In WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

Contractor:

Montgomery County

By:\_\_\_\_\_

Title:\_\_\_\_\_

F. Craig Meadows, County Administrator

Ву:\_\_\_\_\_