

INVITATION FOR SEALED BID # 25-09 *THIS IS NOT AN ORDER*

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

DATE May 1, 2025		BID OPENING DATE AND HOUR May 22, 2025 3:00 PM
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BIDDERS ADDRESS

ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO:
 Jessica Albert, VCO
 Buyer, Montgomery County Purchasing
 E-MAIL ADDRESS: mcpurchasing@montgomerycountyva.gov
 TELEPHONE NUMBER: (540) 382-5784
 FAX NUMBER: (540) 382-5783

COMMODITY: Veterinary Services for Montgomery County Animal Care and Adoption Center

SPECIAL INSTRUCTIONS

1. **Sealed Bid** responses should be returned in an envelope with the bid number and opening date indicated on the outside of the envelope.
2. Faxed or emailed responses to Sealed Bids will not be accepted. See special terms and conditions for instructions for electronic submission option.
3. Responses must be submitted on this form and the attachment (s) provided.
4. Responses should be signed below.
5. 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.
6. Written questions may be submitted to mcpurchasing@montgomerycountyva.gov until 5:00 pm on May 8, 2025
7. Contact the Purchasing Department for bid award information.
8. **DELIVERY IS F.O.B. DESTINATION UNLESS OTHERWISE NOTED BY MONTGOMERY COUNTY IN THE BODY OF THE BID.**
9. Attachments A, B, & C are incorporated by reference into this invitation for sealed bid and any resulting contract.

CERTIFICATION: 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) <small>(Company name as it appears with your Federal Taxpayer Number)</small>		FEDERAL TAXPAYER NUMBER (ID#)	DELIVERY DATE
BUSINESS NAME/DBA NAME/TA NAME <small>(If different than the Full Legal Name)</small>		FEDERAL TAXPAYER NUMBER <small>(If different than ID# above)</small>	
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 25-09

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

I. Purpose:

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, Virginia Animal Care and Adoption Center (ACAC).

II. Contract Period:

The initial term of this contract will be from June 1, 2025 through May 31, 2026. The contract may be renewed by the County upon written agreement of both parties. The contract may be renewed for four (4) successive one-year periods, under the terms of the contract, and at a reasonable time prior to the expiration.

III. Scope of Work:

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

A. General Requirements:

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

B. Contractor's Responsibility:

- 1) The contractor shall provide appointments on an as need basis in the event that the ACAC Clinic cannot handle the necessary volume. All scheduling will be done through the Adoption-Rescue Coordinator.
- 2) The contractor shall perform spay/neuter services to include at minimum:
 - a. A pre-surgical exam
 - b. Rabies vaccination
 - c. The spay/neuter surgery
 - d. Post-operative monitoring and prescriptions for pain or infection management
 - e. 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 in the pricing schedule, Attachment C.
- 3) The contractor shall submit invoices electronically within two weeks of the service date.

C. Optional Services:

- 1) The County prefers the contractor to provide transport of animals to and from the clinic, unless otherwise arranged by the ACAC and the Contractor. Transport service is **not required** to submit a bid and will not be considered as part of award determination, but bidders should provide pricing for this service if available.

IV. Pricing Schedule:

Bidders shall provide pricing for all Cat Services and Dog Services in Attachment C. Bidders should provide a price for Additional Services if available. The quantities in Attachment C are for evaluation purposes only and should not be considered actual or estimates. An Excel version of the pricing schedule is provided for convenience.

V. Method of Payment: Montgomery County will authorize payment to the contractor after completion of work and receipt of receipt of invoice. Standard payment terms are Net 30 days after completion of work, or receipt of invoice, whichever is later.

VI. Invoices: Invoices for services provided under any contract resulting from this solicitation shall be submitted electronically, as described above, using a method provided upon contract award. Invoices shall be to:

Montgomery County Animal Care and Adoption Center
Attn: Kelly Stanley
480 Cinnabar Road
Christiansburg, VA 24073

VII. Contract Administration:

Eileen Mahan, Director of Animal Care and Adoption, or her designee, shall be identified as the Contract Administrator and shall use all powers under the contract to enforce its faithful performance. The Contract Administrator, or her designee, shall determine the amount, quantity, acceptability, fitness of all aspects of the services and shall decide all other questions in connection with the services. The Contract Administrator, or her designee, shall not have the authority to approve changes in the services which alter the concept or which call for an extension of time for this contract. Any modifications made must be authorized by the Montgomery County Purchasing Department through a written amendment to the contract.

VIII. Bid Clarification: It is the responsibility of the bidder to request clarification concerning questions pertaining to the scope of work, specifications, terms and conditions, and definitions contained within prior to submitting a bid. Questions should be submitted by email to mcpurchasing@montgomerycountyva.gov prior to 5:00 pm on May 8, 2025

ATTACHMENT A TERMS AND CONDITIONS

GENERAL TERMS AND CONDITIONS

IFB General Terms and Conditions can be found by clicking on the link below.

<https://montgomerycountyva.gov/1/departments-services/purchasing>

SPECIAL TERMS AND CONDITIONS

1. **AWARD OF CONTRACT:** Award will be 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.
2. **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. **BID ACCEPTANCE PERIOD:** Any bid received in response to this solicitation shall be valid for (90) days. At the end of the (90) days the bid may be withdrawn at the written request of the Bidder. If the bid is not withdrawn at that time it remains in effect until an award is made or the solicitation is cancelled.
5. **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.
6. **CONTRACT DOCUMENTS:** The contract entered into by the parties shall consist of the Invitation for Bids, the signed Bid submitted by the Contractor, the County Standard Contract Form (copy attached), the General Terms and Conditions, Special Terms and Conditions, the specifications including all modifications thereof, all of which shall be referred to collectively as the Contract Documents.
5. **ELECTRONIC SUBMISSION OF BIDS:** Bidders may choose to submit bids electronically through the eVA Electronic Submission process by the date and time identified herein. In order to submit an electronic bid, the bidder **must be properly registered with eVA**. Registration may be accomplished through this site: <https://eva.virginia.gov/register-now.html>. It is strongly encouraged that registration be completed well in advance of the submission deadline to avoid any delays in the process. Montgomery County will not be able to assist bidders with their submissions. Bidders must contact eVA with any questions or needs for assistance with submission. Upon successful submission, the bidder should receive confirmation of the submission through eVA. The County will not confirm receipt of the proposal. For a tutorial on how to view and respond to a solicitation, visit: <https://www.youtube.com/watch?v=KSxcAkOekW0>. Montgomery County is not responsible for delays, miscommunications, or transmission errors that may occur during the

electronic submission process. This includes, but is not limited to issues related to internet connectivity, email servers, or other technical malfunctions. It is the sole responsibility of the Bidder to ensure the bid is submitted on time.

6. **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.

7. **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, including but not limited 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.

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.

9. **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 Code of Virginia 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.

10. **RENEWAL OF CONTRACT:** This contract may be renewed by Montgomery County under the terms and conditions of the original contract except as stated in A. below. Price increases may be requested by the Contractor only at the time of annual renewal. Written notice of Montgomery County 's intention to renew shall be given (approximately 90 days) prior to the expiration date of each contract period.

A. If Montgomery County elects to exercise the option to renew the contract for additional one-year renewal periods, the contract price(s) for the additional renewal years shall not exceed the contract prices of the previous contract year increased/decreased by no more than the percentage increase/decrease of the “Pet Services Including Veterinary” category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

ATTACHMENT B

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

**MONTGOMERY COUNTY
STANDARD CONTRACT**

Contract Number: _____

Contract Title:

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: _____

By: _____

Title: _____

Angela M Hill, County Administrator

ATTACHMENT C

PRICING SCHEDULE

Attachment C is to be completed and submitted by the Bidder as part of a complete Bid. Bidder shall identify all costs associated with providing the goods/services, as specified in this document, and should submit firm fixed pricing for each item below. Bidders may include quotes, worksheets, or other information with their bid, but the official pricing must be included in the pricing table provided. Quantities are for bid evaluation purposes only and should not be considered actual or estimates. Bids will be evaluated on the Grand Total of Cat Services and Dog Services.

CAT SERVICES

ITEM DESCRIPTION	QUANTITY	UNIT PRICE	EXTENDED PRICE (Quantity x Unit Price)
Cat Spay/Neuter Services			
Female cats/kittens	40	\$	\$
Male cats/kittens	40	\$	\$
Spay pregnant female	5	\$	\$
In-heat female	20	\$	\$
Umbilical Hernia Repair	5	\$	\$
Cryptorchid (per testicle)	5	\$	\$
Rabies vaccination	80	\$	\$
TOTAL SUM FOR CAT SERVICES			\$

DOG SERVICES

ITEM DESCRIPTION	QUANTITY	UNIT PRICE	EXTENDED PRICE (Quantity x Unit Price)
Dog Spay/Neuter Services			
Female dogs (under 60 pounds)	10	\$	\$
Male dogs (under 60 pounds)	10	\$	\$
Weight 60-90 pounds	10	\$	\$
Weight over 90 pounds	1	\$	\$
Spay pregnant female	1	\$	\$
In-heat female	5	\$	\$
Pain medication	20	\$	\$
Umbilical Hernia repair	1	\$	\$
Cryptorchid (per testicle)	1	\$	\$
Rabies vaccination	20	\$	\$
TOTAL SUM FOR DOG SERVICES			\$

GRAND TOTAL = (TOTAL SUM FOR CAT SERVICES + TOTAL SUM FOR DOG SERVICES)	\$
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OPTIONAL SERVICES

Transport to and from the ACAC *if service is available* (Bidders should enter a price for this service if available. This price will not be considered in bid evaluation.)	\$
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EXCEPTIONS: Bidders shall include below any exceptions to the bid specifications/requirements and/or any items excluded from the bid price

Exceptions and/or exclusions:
