

**WASHINGTON COUNTY**  
**2015-03 ARKANSAS**  
ATTN: Alisha Willett  
280 N College Ave, Suite 530  
Fayetteville, AR 72701



**INVITATION TO BID**  
**DUE: 4:30 PM – June 30, 2015**  
Sealed Bids must be clearly marked  
on the outside of the package with:  
**“BID 2015-03 Animal Shelter  
Microchipping”**

**BIDS WILL BE OPENED July 1, 2015 @ 9:00 AM**  
**LOCATION: WASHINGTON COUNTY COURTHOUSE**  
**280 N. COLLEGE AVE, SUITE 531, FAYETTEVILLE, AR 72701**

## BID 2015-03 ANIMAL MICROCHIPPING FOR ANIMAL SHELTER

**GENERAL:** Washington County is requesting competitive sealed bids for animal microchipping, for the Washington County Animal Shelter. Purchases will be made on an “as requested: basis during the awarded twelve (12) month period. Prices shall remain firm for the awarded twelve (12) month period.

**GENERAL SPECIFICATIONS:** For the purpose of purchasing Animal microchip implant with pet recovery, the Animal Shelter is requiring free lifetime system registration including updates & changes for pet owners to be included with the microchip price. Quantities indicated on the quotation schedule are an estimated annual usage; the County makes no guarantee as to the total amount to be purchased during the awarded period, but estimate 2,500 chips to be purchased.

**REQUIREMENT:** Bidders failing to comply with any of the following requirements will not be considered for the evaluation and award process:

1. Bidders must quote 100% of all items within each category; however bidders are not required to bid every category.
2. Bidders are required to list brand names on the items bid.

**INFORMATION:** For additional information, contact Alisha Willett at 479-444-1669 or email [awillett@co.washington.ar.us](mailto:awillett@co.washington.ar.us). Bidders shall direct bid inquiries to the Washington County Purchasing Department

**FOR EVALUATION PURPOSES WE REQUEST THAT YOU SUBMIT ONE (1) ORIGINAL AND FOUR (4) COPIES OF YOUR BID IN A SEALED ENVELOPE LABELED “BID 2015-03 ANIMAL SHELTER MICROCHIPPING”.**

It is solely and strictly the responsibility of the bidder to ensure that the bid is received by the Washington County Purchasing Division on or before the specified date and time.

**LATE BIDS WILL NOT BE ACCEPTED.**

**The undersigned hereby offers to furnish & deliver the articles and/or service as specified, and all parts of this offer at the prices & terms stated herein, and in strict accordance with the specifications and general conditions of bidding, all of which are made a part of this offer. This offer is not subject to withdrawal unless upon mutual written agreement by Bidder and Washington County**

Name of Firm:

Contact Person:

Title:

E-Mail:

Phone:

Business Address:

City:

State:

Zip:

Signature:

Date:

## TERMS AND STANDARD CONDITIONS

1. When submitting a Bid, the bidder warrants that the commodities covered by the bid shall be free from defects in material and workmanship under normal use and service. In addition, bidder must deliver new commodities of the latest design and model, unless otherwise specified in the "Bid".
2. Sales or use tax is not to be shown in bid prices; however it must be added by the vendor to all invoices or billings. The County is not exempt from Arkansas Sales and Use Tax. Vendors are to register and pay **both taxes** directly to the Arkansas State Revenue Dept.
3. When bidding other than the brand and/or model specified in the Bid, the brand and/or model must be listed and descriptive literature attached to bid document.
4. Identical Bids: In the event of two or more identical low bids, Arkansas Code Annotated Section 14-22-111 shall apply.
5. Specifications furnished with this Bid are intended to establish a desired quality or performance level, or other minimum dimensions and capacities, which will provide the best product available at the lowest possible price. Other than designated brands and/or models approved as equal to designated products shall receive equal consideration.
6. Prices quoted shall be "Free on Board" (F.O.B.) to destination at designated facility within Washington County. Charges may not be added after the bid is opened.
7. In the event a contract is entered into pursuant to the Bid, the bidder shall not discriminate against any qualified employee or applicant for employment because of race, sex, color, creed, national origin or ancestry. The bidder must include in any and all subcontracts, a provision similar to above.
8. The Purchasing Department reserves the right to award items, all or none, or by line item(s).
9. Quality, time and probability of performance may be factors in making an award.
10. Guarantees and warranties should be submitted with the bid, as they may be a consideration in making an award.
11. Any ambiguity in any bid as the result of omission, error, lack of clarity or noncompliance by the bidder with specification, instructions and all conditions of bidding shall be construed in the light most favorable to the County.
12. The bid number, name and address of bidder must be stated on the face of the sealed envelope. If it is not, the envelope will be opened to identify and the bid enclosed therein will not be considered or counted in the tabulation.
13. All terms and conditions stated herein shall constitute a complete and integrated document and the covenants contained herein shall not be altered or modified by parole evidence unless such modifying term, conditions or covenants are in writing and are signed by the vendor and the agent of Washington County.
14. Washington County reserves the right to reject any and all bids, to accept in whole or in part, to waive any informalities or technicalities in bids received, to accept bids on materials or equipment with variations from specifications in those cases where efficiency of operation will not be impaired and unless otherwise specified by the bidder, to accept any item in the bid. If unit prices and extensions thereof do not coincide, Washington County may accept the bid for the lesser amount whether reflected by the extension or by the correct multiple of the unit price.
15. All bids **must meet or exceed** the requirements of the bid documents and must be submitted on the proper bid forms as prepared and provided by the county.
16. No contract or agreement may contain an indemnification clause, or an arbitration clause; if such a clause is present in any contract or agreement, such shall be deemed stricken and null and void.
17. All contracts or agreements shall be governed by the State of Arkansas and venue shall lie in Washington County, Arkansas. Any Provisions to the contrary shall be deemed stricken and null and void.

## 1. BID SECURITY

A. All bids are required to include a Bid Security with the bid. Make Bid Security payable to Washington County, Arkansas in an amount equal to five percent (5%) of the bid sum. Bid Security may be in the form of following:

1. **Bid Bond** issued by a surety licensed to conduct business in the State of Arkansas
2. **Certified Check**
3. **Cashier's Check**
4. **Letter of Credit from their Bank**

B. The successfully bidder's Bid Security will be retained until he has signed the contract agreement and furnished the required insurance certificates, and furnished Performance and Payment bonds.

C. The owner reserves the right to retain the security of the two next lowest bidders until the lowest bidder enters into contract or purchase order agreement or until 60 days after bid opening, whichever is shorter. All other bid securities will be returned as soon as possible. If a bidder refuses to enter into a contract, the owner will retain his Security as liquidated damages, but not as a penalty.

## AFFIRMATIVE ACTION AND EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES

Contractor, subcontractor and/or seller agrees that the performance of any work or sale pursuant to this bid is and shall in all respects be in strict compliance with all local, state and federal laws as well as such rules, regulations, ordinances, proclamations, demands, directive, executive orders or other requirements issued pursuant thereto by the municipal, state and federal governments and all subdivisions thereof which now govern or may thereafter govern the manufacture, sale or delivery of the Goods contemplated by this bid including but not limited to the provisions of (i) Sections 6, 7 and 12 of the Fair Labor Standards Act, as amended, and the regulations and executive orders issued thereunder, (ii) the Equal Employment Opportunity clause in Section 202 of Executive Order 11246, as amended, and the implementing rules and regulations (41 CFR, Part 60) and executive orders issued thereunder, (iii) the Affirmative Action Clauses and regulations of Section 503 of the Rehabilitation Act of 1973, as amended, and Section 402 of the Vietnam Era Veterans Readjustment Act of 1974, as amended, and executive orders issued thereunder, and (iv) all laws, interim and permanent standards, rules, regulations and executive orders of the Occupations Safety and Health Act and all state and federal laws and regulations relating to safety and health standards. Seller agrees upon request to furnish Buyer with a certificate of compliance relating to any such laws in such form as Buyer may require. Seller agrees to indemnify and hold harmless from any liability arising from any failure of the Goods purchased under this bid from complying with such laws and regulations.

## 2. SCOPE

The purpose of this request for Bid is to establish a contract for animal microchipping for the Washington County Animal Shelter.

## 3. CONTRACT

3.1 If applicable a sample of the vendor's contract should accompany the bid.

3.2 The term of the contract shall be one year from date of award,

## 4. DELIVERY

Washington County requests delivery within 10 days after receipt of order. If this delivery schedule cannot be met, bidder must state number of days required to place commodity in County's designated location. Failure to state delivery time obligates bidder to complete delivery by County's requested date. Extended delivery dates may be considered when in the best interest of the County

Delivery \_\_\_\_\_ days after receipt of order.

**F.O.B.: Washington County, as directed by:**

**Dr. Susan Connely**

**Washington County Animal Shelter**

**801 W. Clydesdale Dr.**

**Fayetteville, Arkansas 72701**

## 5. SUBMISSION OF BIDS

All bids will be submitted on the forms provided by the County. All bid forms must be signed by a representative of the company having the legal authority to bind the bidder contractually. Bidder's signature on the face of the bid form indicates bidder's agreement to be governed by Federal, State and County laws and regulations.

Should a bidder find discrepancies in the specifications, or should (s)he be in doubt as to the meaning or intent of any part thereof, bidder must, no later than 48 hours prior to the bid opening, request clarification from the County. Written requested maybe emailed to [awillett@co.washington.ar.us](mailto:awillett@co.washington.ar.us). Oral instructions or explanations will not be binding. Only written addenda shall be binding. Any addenda resulting from these requests for clarification will be faxed or delivered to all listed holders of the bid document and posted on the County web-site. Bidders shall acknowledge the receipt of all addenda. Any addenda or bulletins issued during the time of bidding shall become part of the documents provided to bidders for the preparation of their bids. Any such addenda or bulletins shall be covered in the bid, and shall be made part of the resulting agreement.

## 6. EXCEPTIONS

In the event a bidder desires to take exception to any term or condition set forth in the Sample Agreement, and/or any of its Exhibits and Attachments, said exceptions must be clearly identified in the response to this Request for Bid. **Exceptions or deviations to any of the terms and conditions must not be added to the Request for Bid pages but must be a separate document accompanying the bid.**

Should the County omit anything from this bid request which is necessary to provide a clear understanding of the work, or should it appear that various instructions are in conflict, then the bidder shall secure written instructions from the Purchasing Department at least forty-eight (48) hours prior to the time and date of the bid opening shown on page one (1).

## 7. NOTICE TO BIDDERS

The County may not consider bids from individuals, contractors, firms or corporations included in the following categories:

- A. Any organization or individual currently in arrears or in default to the County on a previous debt or contract.
- B. Any organization or individual currently in default as surety, or otherwise, for any obligation to the County.
- C. Any organization or individual who has previously failed to faithfully perform a contract with Washington County.

## 8. AWARD OF CONTRACT

In as much as time is of the essence bidders are advised that contract award will be made to the bidder with:

8.1 The lowest responsible and responsive bid and,

8.2 The compliance with specifications.

Washington County reserves the right to reject any or all bids submitted in response to this solicitation, to waive an informality or technicality, or to accept bids deemed to be in the best interest of the County.

## 9. GENERAL SPECIFICATIONS

It is the intent of this Invitation to Bid to solicit bids for vaccines and supplies required by the Washington County Animal Shelter. All bidders are advised that estimates of use provided are estimates only and are NOT a commitment to purchase any materials. Actual usage will be based upon the requirements of the department. The Washington County Animal Shelter intends on ordering an estimated 2,500 microchips for animals and 1 to 2 scanners for reading the microchips.

9.1. Free lifetime system registration including updates & changes for pet owners to be included with the microchip price.