



WASHINGTON  
COUNTY,  
OREGON

Quote submissions will be accepted in electronic form.

---

# ***INVITATION TO QUOTE***

---

**MICROCHIP REQUIREMENTS CONTRACT**

***FOR***

**WASHINGTON COUNTY**

**QUOTE CLOSING: 1:00 P.M., SEPTEMBER 12, 2013**

**(NO. 2013.069Q)**

**PLEASE NOTE:**

Copies of Invitation to Quote (ITQ) documents obtained from sources other than the Washington County Purchasing Division or ORPIN are not valid documents.

The County has strict requirements for insurance. Responders are strongly advised to consult with their insurance agents to verify that the minimum insurance standards can be met. See the "Insurance Requirements Certification Form" in the Quote packet for the requirements for this quote.

## **COPY OF NOTICE**

### WASHINGTON COUNTY, OREGON INVITATION TO QUOTE (No. 2013.069Q)

Washington County is requesting quotes for a three-year animal microchip requirements contract for the Bonnie L. Hays Animal Shelter of Washington County.

Quotes must be received by **1:00 P.M., September 12, 2013** in the Washington County Purchasing Division Office, Suite 270, Charles D. Cameron Public Services Building, 155 North First Avenue, Hillsboro, OR 97124. Quotes will be opened immediately thereafter. Quotes received after the designated time and date, per the official bid clock located in Purchasing, will not be considered.

A copy of the Invitation to Quote document is posted on the Oregon Procurement Information Network (ORPIN) at <http://orpin.oregon.gov>. Quote documents can be viewed and downloaded from the ORPIN site. Responders are responsible for checking the ORPIN site for any addendums before submitting their quotes.

The County may reject any quote not in compliance with all prescribed public bidding procedures and requirements, and may reject for good cause any or all quotes upon a finding of the County it is in the public interest to do so.

Quotes must contain a statement as to whether the responder is a resident bidder, as defined in ORS 279A.120. Responders are solely responsible for ensuring receipt of their quote by the Purchasing Division. Responders must conform to the requirements of these quote documents and all related, applicable laws.

The County reserves the right to reject any and all quotes and to waive any and all informalities in the best interest of the County.

Dated this 30<sup>th</sup> day of August, 2013.

Linda Baumgartner  
Purchasing Supervisor  
503-846-3585

Published: August 30, 2013 on ORPIN

# **GENERAL INSTRUCTIONS TO RESPONDERS**

The following instructions, terms and conditions apply to all quotes or other such offers to provide services to Washington County.

## **1. ELECTRONIC COPIES**

- 1.1 Electronic copies of the solicitation documents are available through the Oregon Procurement Information Network (ORPIN) at <http://orpin.oregon.gov>.
- 1.2 All addenda will be posted electronically on ORPIN. Responders should check ORPIN to verify they have all addenda and review the Question and Answer folder before submitting their quotes. All submittals by the responders must be in hard copy form unless otherwise indicated in the Special Instructions.

## **2. PRECEDENCE**

- 2.1 The order of precedence of documents is as follows:
  - 1. Special Instructions
  - 2. Standard Contract Terms & Conditions
  - 3. Specifications
  - 4. General Instructions

## **3. RESPONDERS**

- 3.1 If this solicitation requires quoting on all items, failure to do so will disqualify the quote. If quoting on all items is not required, responders should insert the words “No Quote” in the space provided for any item on which no price is submitted.

The responder further agrees to the following:

- 3.2 To examine all specifications and conditions thoroughly.
- 3.3 To comply with all Federal, State and County laws, ordinances, and rules.
- 3.4 To comply fully with specifications as attached for the agreed quote and/or contract.
- 3.5 To accept any claims, liens, and demands to indemnify the County and preserve harmless the County or the County’s property during the entire time of delivery and/or contract duration.
- 3.6 To meet the highest standards prevalent in the industry or business most closely related to the goods or services of this quote.

## GENERAL INSTRUCTIONS TO RESPONDERS

### **4. SILENCE OF SPECIFICATIONS**

- 4.1 The apparent silence of the quote specifications as to any detail, or the apparent omission of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only materials and workmanship of first quality are to be used.

### **5. CHANGES**

- 5.1 The County, by written order, may make changes in the following areas:
- 5.1.1 Drawings, design, and/or specifications where the product or service is a special order or separate project for the County.
  - 5.1.2 The method of shipment or packaging.
  - 5.1.3 The place of delivery.
- 5.2 If said change(s) increases or decreases the net cost of the product, the County and the responder agree to negotiate an equitable adjustment.
- 5.3 The contractor shall not make any changes in the specifications or other requirements without the express prior written consent of the County. Any proposed changes shall be presented in writing to County management not less than fourteen (14) calendar days prior to the proposed effective date of said change.
- 5.4 Any claims made for adjustment hereunder shall be served within thirty (30) calendar days of completion of delivery.
- 5.5 Nothing in this clause shall excuse the contractor from proceeding with the contract as changed.
- 5.6 Additions of similar or related work or materials or unidentified needs as per section 32.1.

### **6. INTERGOVERNMENTAL COOPERATIVE PURCHASING**

- 6.1 Pursuant to ORS 279A and Washington County Procurement Rules, other public agencies shall have the ability to establish contracts or price agreements under the terms, conditions and prices of the original contract established from this solicitation.
- 6.2 Any such purchases shall be between the contractor and the participating public agency and shall not impact the contractor's obligation to Washington County. Any estimated purchase volumes listed herein do not include other public agencies and Washington County makes no guarantee as to their participation.

## GENERAL INSTRUCTIONS TO RESPONDERS

- 6.3 Each contracting agency will execute a separate contract with the successful responder for its requirements.
- 6.4 Any responder, by written notification included with their solicitation response, may decline to extend the prices and terms of this solicitation to other public agencies.
- 6.5 Contractor shall provide information regarding total usage of contract upon the request of Washington County

### **7. DISCRIMINATION IN SUBCONTRACTING**

- 7.1 A contractor who contracts with a public contracting agency shall not discriminate against minority, women or emerging small business enterprises in the awarding of subcontracts. The contractor shall certify by signing the Certification and Contract Offer that the contractor has not discriminated against minority, women or emerging small business enterprises in obtaining any required subcontracts.
- 7.2 The public contracting agency may disqualify any person as a responder on a public contract if the agency finds that the person has violated this section in a contract between the person and the agency.
- 7.3 If the person wishes to appeal the disqualification, the appeal procedure shall be pursuant to ORS 279C.450.

### **8. WARRANTIES**

- 8.1 The responder warrants that all services and products furnished hereunder shall be merchantable and fit for the particular purpose as specified herein. All warranties assigned to the County by application of the Uniform Commercial Code, either express or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose are expressly incorporated herein.

### **9. FORMS**

- 9.1 An individual of the company who is authorized to legally obligate the company must sign the certification and contract offer in ink before an award will be made.
- 9.2 An offer will not be considered for award where the certification has been omitted, modified or not properly signed prior to presentation to the County Administrator or Board of Commissioners for award.
- 9.3 After award of contract, the successful responder shall be prepared to complete and file all forms relating to insurance, and any other contract requirements with the County and the State in a timely manner.

## GENERAL INSTRUCTIONS TO RESPONDERS

### **10. QUOTE SUBMISSION**

- 10.1 All quotes must be in a sealed envelope or appropriate packaging and addressed to the Washington County Purchasing Division at the address given below. The name and address of the responder should appear on the outside of the envelope. The outside lower left-hand corner should state the quote title, quote number and the quote closing date and time.

The address for the quote to be mailed or delivered is:

Washington County Purchasing  
Charles D. Cameron Public Services Building  
155 North First Avenue, Suite 270, MS 28  
Hillsboro, OR 97124

- 10.2 Responders are required to use the quote forms furnished by Purchasing. Please retain a copy for your records.

### **11. QUOTE OPENING**

- 11.1 All quotes received will be publicly opened immediately after the quote closing date and time in the Purchasing Division Office at 155 North First Avenue, Suite 270, Hillsboro, Oregon. All responders and other persons who may be interested in this matter are invited to be present.
- 11.2 Quotes shall be typed or prepared in ink and shall be signed by the responders or an authorized representative of the responder. Quotes shall be made on the form provided. The person authorized to sign the certification and contract offer must initial any alterations or erasures to the quote form packet in ink.
- 11.3 Quotes shall contain a fully executed quote package, including all required documents and descriptive literature. All applicable blanks must be completed. Any statement accompanying and tending to qualify a quote may cause rejection unless the statement is required or permitted.
- 11.4 Phone quotes will not be accepted. Electronic (E-Bid) or fax quotes are not permitted unless authorized by the Special Instructions.
- 11.5 Any quote or quote modification received after the exact time specified for receipt will not be considered. It is the sole responsibility of the responder to ensure receipt of quotes or quote modifications by the County by the specified time.

### **12. SPECIFICATION REQUIREMENTS**

- 12.1 Responders shall comply with all specifications as listed.

## GENERAL INSTRUCTIONS TO RESPONDERS

- 12.5 The apparent silence of the ITQ specifications as to any detail, or the apparent omission of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only materials and workmanship of first quality are to be used.
- 12.6 All items offered of an electrical nature shall indicate the current UL listing, if applicable. In addition, any goods such as fire protection equipment, etc., for which there is a UL testing procedure shall also include the UL listing, if applicable. Any other certification such as Factory Mutual, etc., shall be noted in the offer.

### **13. RIGHTS OF THE PURCHASING SUPERVISOR**

- 13.1 To waive any irregularities in the quotes submitted.
- 13.2 To base awards with due regard to price, delivery, compliance with specifications, and other such factors as may be necessary in the circumstances.
- 13.3 To make awards to any responder whose quote, in the opinion of management is the lowest responsible quote.
- 13.4 To cancel the procurement and/or reject any quote or portions thereof in accordance with ORS 279B.100 .

### **14. QUALIFICATIONS OF RESPONDERS**

- 14.1 Qualifications may be evaluated when determining the successful responder. Responders may be required to produce acceptable personal, business, and credit references and completed examples of previous work of a similar nature.
- 14.2 The County reserves the right to investigate references and to consider the past performance of any responder with respect to its successful performance of similar projects, compliance with specifications and contractual obligations, its completion or delivery of goods/services on schedule, and its lawful payment of employees and workers whether or not specifically listed by the responder.

### **15. CRITERIA FOR AWARD OF CONTRACT**

- 15.1 The County intends to award the quote to the lowest responsible responder(s) who has met all the requirements of the specifications, and who is not disqualified or debarred under Washington County Purchasing Rules.
- 15.2 Quote results will be posted on [ORPIN](http://www.orpin.oregon.gov) at <http://www.orpin.oregon.gov>

### **16. LOW TIE QUOTES**

## GENERAL INSTRUCTIONS TO RESPONDERS

- 16.1 Low tie quotes are subject to the Oregon preference contained in ORS 279A.120:

“For purposes of awarding a public contract, a contracting agency shall give preference to goods or services that have been manufactured or produced in this state if price, fitness, availability and quality are otherwise equal.”

- 16.2 Low tie quotes that remain after application of the statutory Oregon preference shall be awarded according to the following sequence:

- A Preference shall be given to the responder whose principal offices or headquarters are located in Oregon.
- B. If a tie still remains after applying (A) above, award shall be made by drawing lots among any tied Oregon responders. Such responders shall be given notice and an opportunity to be present when lots are drawn.
- C. If none of the tied responders is located in Oregon, award of the contract shall be made by drawing lots.

## **17. ACCEPTANCE, REJECTION OR CANCELLATION OF AWARD**

- 17.1 This solicitation does not commit the County to award a contract. Washington County reserves the right to cancel award of this contract at any time before execution of the contract if cancellation is deemed to be in the County's best interests. In no event shall the County have any liability for the cancellation of the award.
- 17.2 Execution of a contract is subject to budget approval and budgetary constraints.

## **18. CONTRACTOR'S RESPONSIBILITY**

- 18.1 It is understood that the specifications and other contract documents do not purport to control the method of performing the work, but only the requirements as to the nature of the completed work. The contractor assumes the entire responsibility for the method of performing the work.
- 18.2 Suggestions as to the method included in the contract documents shall be deemed advisory only and the feasibility of such methods or the lack thereof, shall not affect the contractor's liability, or status as an independent contractor under this contract.

## **19. PERFORMANCE**

- 19.1 Contractor shall perform all services required by this contract within the time specified. All services shall be performed in the most highly professional manner, and in accordance with the highest industry standards.
- 19.2 Unless the means or methods of performing a task are specified elsewhere in the



## GENERAL INSTRUCTIONS TO RESPONDERS

contract, contractor shall employ methods that are generally accepted and used by the industry.

- 19.3 Any performance that is found unacceptable will be documented and the contractor will be given written notice to correct the problem within a specified period. If the problem continues beyond the specified period the contractor may be found in breach of this contract, and the contract may be terminated.

### **20. NONPERFORMANCE**

- 20.1 In the event of nonperformance under the resulting contract, the County will have the right to obtain from other sources such equipment, supplies, and/or services as may be required to fulfill the contract. It is agreed that the difference in cost, if any, for said equipment, supplies and/or services shall be borne by the contractor.

### **21. PERMITS**

- 21.1 If applicable, the contractor shall obtain all permits and licenses, and pay any fees connected with this contract.

### **22. PROMPT PAYMENT FOR PUBLIC CONTRACTS**

- 22.1 Every public contract shall contain a condition that the contractor shall: (1) make payment promptly, as due, to all persons supplying to the contractor labor or material for the performance of the work provided for in the contract (2) pay all contributions or amounts due the Industrial Accident Fund from the contractor or subcontractor incurred in the performance of the contract (3) not permit any lien or claim to be filed or prosecuted against the state or county, on account of any labor or material furnished (4) Pay to the Department of Revenue all sums withheld from employees under ORS 316.167. (ORS 279B220)

### **23. PAYMENT FOR MEDICAL CARE AND WORKERS' COMPENSATION**

- 23.1 Every public contract shall contain a condition that the contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the contractor, of all sums that the contractor agrees to pay for the services and all moneys and sums that the contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services. Also, every public contract shall contain a clause or condition that all subject employees working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126. (ORS 279B.230)

### **24. EMPLOYMENT STANDARDS**

## GENERAL INSTRUCTIONS TO RESPONDERS

- 24.1 When delivering to County premises, the contractor agrees that upon request by the County, it shall remove from County premises any of contractor's employee, subcontractors or agents who, in the reasonable opinion of the County, has been involved in inappropriate conduct; bringing any unauthorized personnel (including their own children) into a County facility; are involved with the unauthorized use of County equipment, or are not qualified to perform the work assigned.

### **25. LABOR RELATIONS**

- 25.1 Contractor agrees to take immediate and reasonable steps to maintain its provisions of service under this contract in the event of any labor action involving its employees on County premises or elsewhere.

### **26. GUARANTEE**

- 26.1 Contractor agrees to repair any failures due to inferior workmanship and/or materials without additional expense to the County.
- 26.2 Contractor agrees to repair any avoidable damage to existing materials, surfaces and equipment caused during the execution of the work, without expense to the County.
- 26.3 Contractor shall be responsible for redecorating, restoring, or otherwise repairing any portion of the County's premises, facilities, or County owned properties or right of ways which are damaged by the contractor and its agents in the case of any work related to its obligation under this contract.

### **27. OSHA**

- 27.1 During the performance of this contract, the responder is required to comply with the conditions of the Federal Occupational Safety and Health Act of 1972 (OSHA) and the standards and regulations issued thereunder.
- 27.2 The responder shall further agree to hold the County, its employees, agents, commissioners, and assigns harmless and free from liability for failure to comply with said standards and regulations by the responder. It shall be the sole responsibility of the responder to remain familiar with said standards and regulations and maintain their enforcement.

### **28. HAZARDOUS MATERIALS**

- 28.1 All materials that include solvents, paints, cleaning agents, chemicals, reagents or other hazardous materials shall be labeled in accordance with Oregon law with the name(s) of the hazardous ingredient(s), the hazard(s) of the material(s) and the appropriate precautions. Materials for which toxicological or hazard data are unavailable shall carry a label stating: *"Toxicological and other hazards unknown. Handle as extremely hazardous."*

## GENERAL INSTRUCTIONS TO RESPONDERS

28.2 Whenever possible, the Contractor should use environmentally preferable products which present a lesser impact to the public health and the environment than competing products.

28.3 Contractor agrees, upon execution of this contract, to submit a copy of the relevant material safety data sheet(s) for any chemical substance the Contractor will bring on to the County's premises and use as part of the work described in this contract.

### **29. PATENT OR FRANCHISE INFRINGEMENT**

29.1 The responder agrees to protect the County against all claims for patent or franchise infringement arising from the purchase, installation, or use of the material(s) or service(s) ordered from this solicitation, and to assume all expense and damage arising from such claims.

### **30. ASSIGNMENT TO THE COUNTY**

30.1 By entering into this contract, the contractor irrevocably assigns to Washington County any claim or cause of action which the contractor now has or which may accrue in the future, including, at the option of Washington County, the right to control any such litigation, by reason of any violation of 15 USC 15 §1-15 or ORS 646.725 or ORS 646.730, in connection with any goods or services provided to the contractor by any person which are used, in whole or in part, for the purpose of carrying out the contractor's obligations under this contract.

30.2 Contractor shall require any subcontractor to irrevocably assign to Washington County, as a third party beneficiary, any right, title or interest that has accrued or may accrue to the subcontractor by reason of any violation of 15 USC 15 §1-15, ORS 646.725 or ORS 646.730, including, at the option of Washington County, the right to control any litigation arising thereunder, in connection with any goods or services provided to the subcontractor by any person, in whole or in part, for the purpose of carrying out the subcontractor's obligations as agreed to by the contractor in pursuance of the completion of this contract.

30.3 In connection with this assignment, it is an express obligation of the contractor that it will take no action that any way diminishes the value of the rights conveyed or assigned hereunder to the County. It is an express obligation of the contractor to advise the Office of County Counsel for Washington County:

- A. In advance of its intention to commence any action on its own behalf regarding such claims or causes of action,
- B. Immediately, upon becoming aware of the fact that an action has been commenced on its own behalf by some other person or persons, of the dependency of such action; and

## GENERAL INSTRUCTIONS TO RESPONDERS

- C. The date on which it notified the obligor(s) of any such claims for relief or causes of action of the fact of its assignment to the County.

### **31. ORDER PLACEMENT**

- 31.1 Blanket purchase orders will be issued for the term of the agreement.
- 31.2 The County's contract administrator will provide to the contractor a list of employees authorized to place orders.
- 31.3 The purchase order or contract reference shall appear on all invoices, packing lists, packages, shipping notices, instruction manuals, and any correspondence.

### **32. UNIDENTIFIED NEEDS**

- 32.1 Unidentified needs may occur during the term of this contract necessitating the purchase of related goods or services not listed. Pricing for those related goods or services will be negotiated.

### **33. PURCHASING BY CONTRACTOR**

- 33.1 Contractor shall make all purchases in its own name and not in any way attempt to bind the County in its contractual agreements. Delivery of goods to County facilities will be at contractor's risk and expense.

### **34. CONTACT PERSONS**

- 34.1 The contractor shall designate one or more person(s) as the contact person for this contract. The contractor should provide to the County the names, addresses and telephone numbers of such person(s) and shall keep this information current at all times.

### **35. PAYMENT**

- 35.1 Payments shall be made upon submission of invoices on a monthly basis for all goods delivered during the month.
- 35.2 Invoices approved by County will be paid within 30 days after approval.

### **36. PUBLIC CONTRACTING STATUTES**

- 36.1 The provisions of Oregon Revised Statutes 279B.220 through 279B.235, Public Contracts, as applicable are incorporated herein by reference. Any responder accepting a purchase order from the County and/or executing a contract with the County for the delivery of materials and/or services agrees to comply with said provisions.

## GENERAL INSTRUCTIONS TO RESPONDERS

### **37. SEVERABILITY/WAIVER**

- 37.1 County and Contractor agree that, if any term or provision of this invitation to quote is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular term or provision held to be invalid. The failure of either party to enforce any provision of this contract shall not constitute a waiver by that party of that or any other provision of this contract.

### **38. EMERGENCY PURCHASES**

- 38.1 Under certain situations, the County may require immediate delivery and reserves the right to purchase any item covered by this contract from other sources if the contracted supplier is unable to supply the item in a timely manner as determined by the County.

## SPECIAL INSTRUCTIONS TO RESPONDERS

*In addition to the General Instructions to Responders with Washington County, the following Special Instructions apply to this quote only.*

### **39. GENERAL INFORMATION**

- 39.1 Washington County is a political subdivision of the State of Oregon. It is located west of Portland, Oregon and extends to the Coast Mountains. The County seat of government and major facilities are located in Hillsboro, Oregon, approximately 20 miles from downtown Portland.
- 39.2 This requirements contract consists of microchips and scanners to read the microchips.
- 39.3 The County is not restricted to or limited by any estimated quantities listed. Approximate quantity does not constitute an order, but only implies the probable quantity the County may order.
- 39.5 The actual needs of the County in terms of variety and quantity may vary from that indicated in sample listings. Items and quantities are given for the purpose comparing quotes on a uniform basis and giving responders an approximate idea of usage by the County.

### **40. TIME FRAME:**

DATE	ACTION
August 30, 2013	Issue Invitation to Quote Documents
Seven (7) calendar days before Quote Closing	Last Date to Submit Questions
1:00 PM, September 12, 2013	Quote Closing Date and Time
September 23, 2013	Contract Start Date (Tentative)

- 40.2 The County reserves the right to modify this schedule at the County's discretion.

### **41. CONTACT PERSON**

- 41.1 Direct all questions regarding the meaning or intent of the solicitation documents in writing to the contact person, Linda Baumgartner, Purchasing Supervisor:

E-mail: [wcpurchasing@co.washington.or.us](mailto:wcpurchasing@co.washington.or.us)

Fax: (503) 846-8329

Phone: (503) 846-3585

- 41.2 The person specified above is also the person authorized to receive the quotes for this solicitation.

**42. INTERPRETATIONS AND ADDENDA**

- 42.1 Interpretations or clarifications considered necessary in response to questions will be posted to ORPIN.
- 42.2 Questions received less than seven (7) calendar days prior to the date for the closing of quotes will not be answered unless the County determines, in its sole discretion, it is in its best interest to do so.
- 42.3 Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 42.4 Addenda may also be issued to modify the quote documents at the discretion of the County.
- 42.5 Each responder shall ascertain prior to submitting their quote that they have received all addenda issued, and they shall acknowledge receipt on the Certification and Contract Offer.

**43. QUOTE SUBMISSION REQUIREMENTS**

- 43.1 Submit the response to this ITQ to Linda Baumgartner, Purchasing Supervisor, at Washington County Purchasing Office at 155 N First Ave, Suite 270, MS 28, Hillsboro, Oregon 97124.
- 43.2 To be considered each submittal shall contain the following:
  - A. Signed and Dated Certification and Contract Offer
  - B. Completed Quote Form
  - C. Signed Insurance Requirements Certification Form
- 43.4 To submit electronically: FAX or EMAIL –
  - 43.4.1 Fax with cover sheet clearly identifying the Quote to 503-846-8329 or email to [wcpurchasing@co.washington.or.us](mailto:wcpurchasing@co.washington.or.us). The transmission must be received by the quote closing date and time.
  - 43.4.2 Transmission and Receipt. The County is not responsible for any failure attributable to the transmission or receipt of the facsimile or electronic offer including, but not limited to the following:
    - (a) Receipt of garbled or incomplete documents.
    - (b) Availability or condition of the receiving facsimile machine and/or receiving equipment.

## SPECIAL INSTRUCTIONS TO RESPONDERS

- (c) Incompatibility between the sending and receiving facsimile machines and/or receiving equipment.
- (d) Delay in transmission or receipt of documents.
- (e) Failure of the responder to properly identify the offer documents.
- (f) Illegibility of offer documents.
- (g) Security and confidentiality of data.

43.5 Quotes received after the designated time and date will not be considered.

### **44. CONTRACT AWARD**

44.1 The County reserves the right to award to the lowest responsive responder based on price, delivery and compliance with specifications.

### **45. CONTRACT ADMINISTRATOR**

45.1 The contract administrator is Deborah Wood, Animal Services Manager.

### **46. REQUIREMENTS CONTRACT**

46.1 The term of the agreement resulting from this quote shall not exceed three years.

46.2 The agreement that will be executed for this contract will be a standard Washington County Requirements Contract, which incorporates terms and conditions from this quote document, as well as from the responder's response. A sample requirements contract is attached.

46.3 The total three-year expenditure for the contract is estimated to be \$45,000.

### **47. PRICING**

47.1 Quotes shall include any special handling charges.

47.2 Periodically during the contract period, invoiced prices will be audited to verify supplier compliance with contract pricing.

### **48. PRICE ADJUSTMENT**

48.1 If price adjustments are necessary, the County must receive the same or better percentage discount from list as was reflected in the original quote prices.

48.2 All price decreases and store specials shall be passed through in total to the County on the effective date of the price decrease.

48.3 The County reserves the right to determine the acceptability of price verification documentation. Increases shall apply to orders issued on or after the effective date of the



## SPECIAL INSTRUCTIONS TO RESPONDERS

increase request once approved by the County. In the event of price increases(s), the County reserves the right to audit contractor's books and records relating to cost or pricing data.

### **49. DELIVERY REQUIREMENTS**

- 49.1 Prices quoted shall be FOB destination and delivered as required, to Washington County Bonnie L. Hays Animal Shelter, 1901 SE 24<sup>th</sup> Avenue, Hillsboro, Oregon 97123.
- 49.2 Desired delivery should be within 10 days after receipt of County purchase order.

### **50. INSURANCE**

- 50.1 The insurance requirements for this contract are outlined in the Insurance Requirements Certification Form. The responder must sign and return this form as part of their quote form packet.

### **51. SUBCONTRACTS AND ASSIGNMENTS**

- 51.1 Contractor shall not enter into any subcontracts for any of the work required by this contract, without the prior written consent of the County contract administrator. The provisions of this contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns, if any, with respect to Contractor's services to be provided under this Contract.

# **SPECIFICATIONS**

## **52. MATERIALS AND SERVICES TO BE QUOTED**

### **52.1 Microchips:**

<b>Specification</b>	<b>Minimum Requirement</b>
Operating frequency	125 KHz (kilohertz) or 134.2 kHz
Moisture resistance	water-resistant
Power	passive (scanner activated)
Interference	not be affected by normal electromagnetic interference or x-rays
Characters	alpha-numeric identification number shall not exceed 15 characters
Life expectancy	minimum operating life of twenty-five (25) years after date of implant
Delivery system	single-use, pre-loaded, prepackaged syringe

### **52.2 Scanners:**

The successful responder must supply eight (8) battery-operated scanners capable of reading microchips. Six (6) of these scanners should be “wand” style scanners and two (2) should be small, hand-held scanners.

Compatibility: Shall be able to detect, read and display, at a minimum, the three most commonly-used frequencies (125 kHz, 128 kHz, and 134.2 kHz) able to read all commonly-used brands of pet microchips at all commonly-used American and European frequencies

Display: LCD or LED

Indicators: Audio beep and visual read-out

Battery capacity: 3000 or more readings per charge

Directional capacity: Shall be capable of bi-directional sweeping/reading (forward and backward)

Repair/replacement: The vendor shall repair or replace scanners free of charge (except for scanners lost in the field or at the shelter). Repair, replacement or loaners should be available within five (5) business days.

Any new microchip scanner technology that occurs during the course of this contract will be supplied to the shelter free of charge, including (if appropriate) replacing all scanners

## SPECIFICATIONS

provided to the shelter under this contract.

The County will return these scanners at the end of the contract period.

### **52.3 Database Registry Services:**

The Contractor will maintain pet registration data for all microchips implanted by the shelter. The data will show the shelter's contact information as well as any subsequent owners that register the animal's microchip.

Data will be available for the life of the animal and shall be accessible 24 hours per day, 365 days per year

The Contractor shall not mandate microchip registration as part of the contract. The Contractor cannot mandate annual fees to the microchip holder as part of the Contract. However, the Contractor may offer optional services for fees to the microchip holder.

### **52.4 Operational Costs:**

Initial registration shall be at no cost to the County. Subsequent registration and/or optional services may be at the pet owner's expense.

The cost of operating and maintaining the data base shall be included in the price quoted for the microchips.

**SAMPLE REQUIREMENTS CONTRACT**

**REQUIREMENTS CONTRACT  
FOR GOODS PURCHASED**

**by and between**

***Washington County, Oregon***

**and**

## **REQUIREMENTS CONTRACT**

This contract is between Washington County, a political subdivision of the State of Oregon ("County"), and, Insert Contractor's Business Name, ("Contractor").

County and Contractor, in consideration of the mutual promises, terms and conditions provided herein, agree to the following:

### **SECTION 1. PURPOSE OF CONTRACT**

1.1 The purpose of this contract is to clarify the relationship between the County and the Contractor. The Contractor shall provide Insert Description of Goods or Reference an Attached Exhibit. In consideration for said goods, the County shall pay the Contractor in such manner as herein described.

### **SECTION 2. CONSIDERATION**

2.1 Pricing is per Attachment A.

2.2 The maximum amount payable under this contract is \$Insert Dollar Amount; unless otherwise amended.

2.3 Unless otherwise stated in Attachment A, the payment terms are thirty days after invoice approval by the County Contract Administrator.

### **SECTION 3. TERM OF CONTRACT**

3.1. The effective date is: , or upon final signature, whichever is later.

3.2. The expiration date is: , unless otherwise amended.

3.3. Passage of the contract expiration date shall not extinguish or prejudice the County's right to enforce this contract with respect to any default or defect in performance that has not been cured.

### **SECTION 4. CONTRACT DOCUMENTS/WHOLE CONTRACT**

4.1 ☐ The following documents are incorporated into this contract:

4.1.1 ☐ The solicitation # Insert Number,

4.1.2 ☐ Contractor's response,

4.1.3 Addenda and all modifications incorporated in any of the documents listed in Section

4.1.

4.1.4 ☐ Attachment C - Insurance Modifications

4.2 This contract is the complete and exclusive statement of the contract between the parties relevant to the purpose described above and supersedes all prior contracts or proposals, oral or written, and all other communications between the parties relating to the subject matter of this contract. No modification of this contract will be binding on either party except as a written addendum signed by an authorized agent of both parties.

### **SECTION 5. INSURANCE**

5.1 **Insurance.** Contractor shall provide insurance coverage and limits as described below. All insurance carried by Contractor must be primary to and non-contributory with any insurance, including any self-insurance or retentions carried by the County. A waiver of subrogation in favor of the County shall be required on General Liability, Workers Compensation and Automobile Liability coverage.

5.2 **Workers' Compensation Insurance.** Contractor shall comply with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers. No Workers' Compensation Insurance has been or will be obtained by the County for Contractor or Contractor's employees and subcontractors. Contractor shall provide and maintain workers' compensation coverage for its employees, officers, agents or partners as required by applicable workers' compensation laws including employers' liability with limits not less than \$500,000/ \$500,000/ \$500,000.

5.3 **Commercial General Liability Insurance.** Contractor shall at all times carry a Commercial General Liability insurance policy for at least \$1,000,000 combined single limit per occurrence and at least \$2,000,000 in the aggregate per project, for Bodily Injury, Property Damage, and Personal Injury. This insurance shall include contractual liability and products liability coverage for the indemnity provided under this contract.

☐ Additional Insured Endorsement: This Contract requires entering the premises for delivery into County facilities. An additional insured endorsement must be provided for the general liability insurance policy. The endorsement for General Liability Insurance must name Washington County, its agents, officers, elected officials and employees as additional insureds with respect to Contractor's services to be provided under this Contract.

5.4 ☐ The delivery of product is being done by vehicles owned by Contractor. **Automobile Liability Insurance.** Contractor shall at all times carry Automobile Liability Insurance in the amount of \$1,000,000 combined single limit per accident for Bodily Injury and Property Damage for Contractor's vehicles, whether owned, hired, or non-owned, which includes coverage for Washington County, its agents, officers, elected officials and employees. Note: This insurance is not required if Contractor is delivering the products with a common carrier.

5.5 **Maximum Deductible/Retention.** Any deductible or retention must be disclosed on the certificate of insurance and no deductible or retention may exceed \$25,000 without the prior written consent of the County.

5.6 **Insurance Certificates.** Contractor shall deliver to the County, prior to the execution of the contract, a certificate of insurance evidencing all policies required by this contract. Contractor shall advise the Contract Administrator within two business days of any substantive change of any insurance policy or endorsement. Failure to do so shall be construed to be a breach of contract.

5.7 **Subcontractor Insurance.** Contractor shall require and verify that all of its subcontractors of any tier provide insurance coverage and limits identical to the insurance required of the Contractor under this contract, unless this requirement is expressly modified or waived by the County.

## **SECTION 6. WRITTEN NOTICE**

6.1 Any notice of change, termination, or other communication having a material effect on this contract shall be upon the County Contract Administrator and the Contractor Contact Person and served in one of the following manners: a) In-person delivery; or b) deposited in the U.S. Mail under certified or registered handling, postage prepaid at the address specified herein.

## **SECTION 7. THIRD PARTY BENEFICIARIES**

7.1. County and Contractor are the only parties to this contract and are the only parties entitled to enforce its terms. Nothing in this contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this contract.

#### **SECTION 8. GOVERNING LAW/VENUE/ATTORNEY FEES/REMEDIES CUMULATIVE**

8.1 This contract shall be governed by the laws of the State of Oregon without regard to principles of conflict of law. Any claim, action suit or proceeding (collectively, "claim") between County and Contractor that arises from or relates to this contract shall be brought and conducted solely and exclusively within the Circuit Court of Washington County, Oregon for the State of Oregon; provided, however, if a claim is brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. CONTRACTOR, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS. The prevailing party shall be entitled to reasonable attorney fees and costs as awarded by the Court, including any incurred on appeal.

8.2 All rights and remedies of Washington County shall be cumulative and may be exercised successively or concurrently. The foregoing is without limitation to or waiver of any other rights or remedies of Washington County according to law. It is agreed that 15 calendar days shall constitute reasonable notice for the exercise of any right in the event that applicable law specifically requires such notice.

#### **SECTION 9. PUBLIC CONTRACTING STATUTES**

9.1 All requirements of the Oregon Revised Statutes Nos. 279B.220 through 279B.235 and ORS 279C.500 through 279C.870, as applicable, are incorporated herein by reference.

9.2 The Contractor agrees to:

- a. Make payment promptly, as due, to all persons supplying, to the Contractor, labor or material for the prosecution of the work provided for in this contract;
- b. Pay all contributions or amounts due the Industrial Accident Fund incurred in the performance of the contract;
- c. Not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished pursuant to this contract; and
- d. Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

#### **SECTION 10. SEVERABILITY/ WAIVER**

10.1 County and Contractor agree that, if any term or provision of this contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular term or provision held to be invalid. The failure of either party to enforce any provision of this contract shall not constitute a waiver by that party of that or any other provision of this contract.

#### **SECTION 11. INDEMNIFICATION AND HOLD HARMLESS**

11.1 Contractor shall defend, indemnify and hold harmless the County, its agents, officers, elected officials and employees from and against all claims, demands and judgments (including attorney fees) made or recovered against them including, but not limited to, damages to real or tangible property or for bodily injury or death to any person, arising out of, or in connection with this contract, to the extent such

damage, injury or death is caused or sustained in connection with the negligent performance or willful misconduct of Contractor, or its employee, agents or subcontractors. The County agrees to promptly notify Contractor in writing of any such claim or demand to indemnify and agrees to cooperate with Contractor in a reasonable manner to facilitate the defense of such claim.

## **SECTION 12. NONDISCRIMINATION**

12.1 No person shall be denied or subjected to discrimination in receipt of the benefits of any services or activities made possible by or resulting from this contract on the grounds of race, color, religion, gender, sexual orientation, national origin, disability, age or marital status. Any violation of this provision shall be considered a material defect and shall be grounds for cancellation, termination or suspension in whole or in part by the County.

## **SECTION 13. TERMINATION OF CONTRACT**

13.1 This contract may be terminated by mutual consent of both parties.

13.2 Contractor may terminate this contract based upon a material default of the County; however, the Contractor must provide written notice to the County Contract Administrator and provide the County with thirty days to cure the default.

13.3 In the event the Board of Commissioners of Washington County reduces, changes, eliminates, or otherwise modifies the funding for this contract, or if funding from federal, state, or other sources is not obtained and continued at levels sufficient for the purchase of the indicated quantity of products, then the County may terminate this CONTRACT, in whole or in part, effective upon delivery of written notice to the Contractor, or at such later date as may be established by the County, and the Contractor agrees to abide by any such decision.

13.4 In addition to its other rights to terminate, County may terminate this contract in whole or in part upon thirty days' prior notice to the Contractor when it is determined to be in the best interests of the County. During this thirty-day period, Contractor shall wind down and cease its services as quickly and efficiently as possible, without delivering unnecessary goods and by minimizing negative effects on the County from such winding down and cessation of goods.

13.5 Time is of the essence in Contractor's performance of each and every obligation and duty under this contract. County, by written notice to Contractor, may at any time terminate the whole or any part of this contract for default if:

- a. Contractor fails to provide products called for by this contract within the time specified herein or any extension thereof; or
- b. Contractor fails to perform any of the other provisions of this contract, or so fails to pursue the work as to endanger performance of this contract in accordance with its terms, and after receipt of written notice from the County, fails to correct such failures within seven calendar days or such other period as the County may authorize or require.

13.6 The rights and remedies of the County provided in this section, are not exclusive and are in addition to any other rights and remedies provided by law or under this contract.

13.7 If this contract is terminated under subsections 13.3 or 13.4, the County shall be liable only for payment in accordance with the terms of this contract for products satisfactorily provided prior to the effective date of termination.

## **SECTION 14. SURVIVAL**



14.1 The terms, conditions, representations, and all warranties contained in this contract shall survive the termination or expiration of this contract.

#### **SECTION 15. SUBCONTRACTS/ASSIGNMENT**

15.1 Contractor shall not enter into any subcontracts for the provision of any of the products to be provided pursuant to this contract, or assign or transfer any of its interest in this contract, without the prior written consent of the County.

15.2 The provisions of this contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns, if any.

#### **SECTION 16. INDEPENDENT CONTRACTOR**

16.1 Contractor shall perform the work required by this contract as an "Independent Contractor." Although the County reserves the right to determine the delivery schedule for the products to be provided and to evaluate the quality of the completed performance, the County cannot and will not control the means or manner of the Contractor's performance. The Contractor is responsible for determining the appropriate means and manner of providing the goods.

16.2 Contractor represents and warrants that the Contractor is not an employee of the County, is not currently employed by the Federal Government, meets the specific independent Contractor standards of ORS 670.600, and is not an "officer", "employee", or "agent" of the County, as those terms are used in ORS 30.260 et. seq.

16.3 Contractor shall be responsible for all federal or state taxes applicable to any compensation or payments paid to the Contractor under this contract.

16.4 Contractor is not eligible for any federal Social Security, unemployment insurance, or workers' compensation benefits from compensation or payments paid to the Contractor under this contract.

16.5 Contractor agrees to immediately provide the County with notice of any claim made against the Contractor by any third party relating to or affecting this contract.

#### **SECTION 17. OREGON REGISTRATION**

17.1 If Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State Corporation Division all information required by those agencies relative to this contract.

#### **SECTION 18. ENVIRONMENTALLY PREFERRED PRODUCTS/MATERIALS SAFETY DATA SHEETS**

18.1 Whenever possible, the Contractor should use environmentally preferable products which present a lesser impact to the public health and the environment than competing products. Contractor agrees, upon execution of this contract, to submit a copy of the relevant material safety data sheet(s) for any chemical substance the Contractor will bring on to the County's premises and use as part of the work described in this contract.

#### **SECTION 19. WAIVER**

19.1 The failure of either party to enforce any provision of this contract shall not constitute a waiver by that party of the specific provision or any other provision of this contract.

## **SECTION 20. FORCE MAJEURE**

20.1 Neither County nor Contractor shall be held responsible for delay or default caused by fire, riot, acts of God, or war where such cause was beyond, respectively, County's or Contractor's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this contract.

## **SECTION 21. COMPLIANCE WITH APPLICABLE LAW**

21.1 Contractor and its subcontractor(s) shall comply with all federal, state and local laws and ordinances applicable to the work performed under this contract including, but not limited to the following, as applicable: Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990 (Pub L No. 101-336), ORS 659.425 and all regulations and administrative rules established pursuant to those laws; and all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

## **SECTION 22. CONTRACTOR CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT AND OTHER RESPONSIBILITY MATTERS.**

22.1 The Contractor certifies to the best of its knowledge and belief that neither it nor any of its principals:

- 22.1.1 Are presently debarred, suspended, proposed for debarment, or declared ineligible from submitting bids or proposals by any federal, state or local entity, department or agency;
- 22.1.2 Have within a three-year period preceding this offer, been convicted or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performance of a public (Federal, state or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, tax evasion, or receiving stolen property;
- 22.1.3 Are presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph 22.1.2 of this certification;
- 22.1.4 Have within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal, state or local public agency.
- 22.1.5 Are on the list titled "Specially Designated Nationals and Blocked Persons" maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at: <http://www.treas.gov/offices/enforcement/ofac/sdn/t11sdn.pdf>

## **SECTION 23. USE OF COUNTY FACILITIES**

23.1 Contractor and its employees or agents shall have the right to use only those facilities of County that are necessary to provide products under this contract and shall have no right of access to any facility of the County without prior approval of County management.

## **SECTION 24. COUNTERPARTS**

24.1 This contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute one and the same instrument.

## **SECTION 25. WARRANTIES**

25.1 Contractor represents and warrants to County that: (a) Contractor has the power and authority to enter into and perform the contract, (b) the contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms, and (c) Contractor's performance under the contract shall be in a good and workmanlike manner and in accordance with the professional standards prevalent in the industry or business most closely involved in providing similar goods and services and established by this contract.

## **SECTION 26. PUBLICITY**

26.1 Contractor shall not use in its external advertising, marketing programs or other promotional efforts, any data, pictures, or other representations of the County except with prior specific written authorization from County management.

## **SECTION 27. COUNTY PRIORITIES**

27.1 The Contractor shall comply promptly with any requests by the County relating to the emphasis or relative emphasis to be placed on various aspects of the products provided under this contract.

## **SECTION 28. COUNTY POLICIES**

28.1 During the performance of this contract, Contractor shall follow County's Affirmative Action Program that is to promote the objectives of the Equal Opportunity Commission's guidelines as set forth in the Equal Opportunity Act of 1972, Oregon State Laws, legal mandates, and Presidential Executive Order 11246 entitled Equal Employment Opportunity as amended by Executive Order 11375 and as supplemented in Department of Labor Regulation 41 CFR part 60. Contractor shall also follow the County Harassment Free Policy. All subcontracts approved by the County shall also comply with these provisions.

## **SECTION 29. RECORDS/OWNERSHIP AND USE OF DOCUMENTS**

29.1 Contractor shall maintain all fiscal records relating to this contract in accordance with generally accepted accounting principles. In addition, Contractor shall maintain any other records pertinent to this contract in such a manner as to clearly document Contractor's performance hereunder. Contractor acknowledges and agrees that County and its duly authorized representatives shall have access to such fiscal records and all other books, documents, papers, plans, and writings of the Contractor that are pertinent to this contract for the purpose of making audits, examinations, excerpts, copies and transcriptions. In addition, Contractor shall permit authorized representatives of the County to perform site reviews for all Services Delivered by Contractor. All such fiscal records, books, documents, papers, plans, and writing shall be retained by Contractor and kept accessible for a minimum of three years, except as required longer by law, following final payment and termination of this contract, or until the conclusion of any audit, controversy, or litigation arising out of or related to this contract, whichever date is later. All subcontracts shall also comply with these provisions.

## **SECTION 30. PROTECTING THE FEDERAL GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT.**

30.1 The Federal Government suspends or debar Contractors to protect the Federal Government's interests. The Contractor shall not enter into any subcontract in excess of \$25,000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so. The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed \$25,000 to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by the Federal Government. A corporate officer or a designee of the Contractor shall notify the Contract Administrator, in writing, before entering into a subcontract with a party that is debarred, suspended or proposed for debarment.

### **SECTION 31. PERFORMANCE STANDARDS; REMEDIES**

31.1 The Contractor must meet the highest standards prevalent in the industry or business most closely involved in providing the goods or services. The consequences of the Contractor's failure to perform the scope of work or to meet the performance standards established by this contract may include, but are not limited to:

- a. Reducing or withholding payment;
- b. Requiring the Contractor to perform additional work necessary to perform the identified scope of work or meet the established performance standards or provide additional or replacement goods, at the Contractor's expense,; and
- a. Declaring a default, terminating the contract and seeking damages and other relief available under the terms of the contract or other applicable law.

### **SECTION 32 - COUNTY CONTRACT ADMINISTRATOR**

Name: Insert Name  
Mail Stop: Insert Mail Stop #  
Address: Insert Street Address  
Hillsboro, OR 97123  
Telephone: Insert Telephone Number  
E-mail: Insert E-mail Address

**SECTION 33 – SIGNATURES**

**CONTRACTOR:**

**By my signature below, I certify that I am authorized to execute this contract on behalf of Contractor.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Printed)

\_\_\_\_\_  
Title

Business Name or DBA (Check Payable to): \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

**CONTRACTOR CONTACT PERSON:**

Name: \_\_\_\_\_

Telephone: \_\_\_\_\_

Address: \_\_\_\_\_

E-Mail: \_\_\_\_\_

**COUNTY:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

Recording Secretary:

Minute Order #: \_\_\_\_\_

(For use with Board items)

# **QUOTE FORM PACKET**

## **INVITATION TO QUOTE #2013.069Q MICROCHIP REQUIREMENTS CONTRACT**

**CERTIFICATION AND CONTRACT OFFER  
QUOTE FORM(S)  
INSURANCE REQUIREMENTS CERTIFICATION**

**QUOTE CLOSING: 1:00 P.M., SEPTEMBER  
12, 2013**

**WASHINGTON COUNTY PURCHASING DIVISION  
CHARLES D. CAMERON PUBLIC SERVICES BUILDING, SUITE 270  
155 NORTH FIRST AVENUE, MS 28  
HILLSBORO, OREGON, 97124**

**THIS QUOTE FORM PACKET MUST BE RETURNED WITH  
YOUR QUOTE**

## CERTIFICATION AND CONTRACT OFFER

**QUOTE TITLE:** **MICROCHIP REQUIREMENTS CONTRACT (#2013.069Q)**

**QUOTE CLOSING:** **1:00 P.M., SEPTEMBER 12, 2013**

The undersigned, having carefully examined the Special Instructions, Specifications, General Instructions, and all other related material and information agree to comply with the terms set forth in those documents and to furnish the services as specified to Washington County at the prices quoted.

The responder further agrees that this offer to supply services will remain in effect at the prices quoted for a period of not less than 90 calendar days from the date that quotes are due, and that this offer may not be withdrawn or modified during that time.

If this offer, or portion thereof, is accepted by the County Administrator or Board of Commissioners, and an award is made thereon, the responder agrees to enter into a contract with Washington County to furnish these services as specified for the prices quoted.

The responder hereby certifies that it has not discriminated and will not discriminate, in violation of subsection (1) of ORS 279A.110, against any minority, women or emerging small business enterprise in obtaining any required subcontract.

The responder hereby certifies that this quote is genuine and that it has not entered into collusion with any other vendor(s) or any other person(s).

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS** – The responder certifies to the best of its knowledge and belief that neither it nor any of its principals:

1. Are presently debarred, suspended, proposed for debarment, or declared ineligible from submitting quotes or proposals by any federal, state or local entity, department or agency;
2. Have within a three-year period preceding this offer, been convicted or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performance of a public (Federal, state or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, tax evasion, or receiving stolen property;
3. Are presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph 2 of this certification;
4. Have within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal, state or local public agency.

The responder will provide immediate written notice to the County if at any time prior to contract award, the responder learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

Where responder is unable to certify to any of the statements in this certification, responder shall attach an explanation to this offer. A certification that any of the items in the above paragraphs exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the responder's responsibility.

The responder hereby certifies that:

1. It has carefully examined all solicitation documents and addenda (if any) numbered \_\_\_\_\_ through \_\_\_\_\_ inclusive.
2. It will extend pricing and terms to other public agencies ☐ Yes or ☐ No
3. It will deliver products with company owned vehicles: ☐ Yes or ☐ No
4. Is a resident bidder as defined in ORS 279A.120\* ☐ Yes or ☐ No

<b>SIGNED BY:</b>	<b>DATE:</b>
<b>PRINTED NAME:</b>	<b>TITLE:</b>
<b>FIRM:</b>	
<b>MAILING ADDRESS:</b>	<b>PHYSICAL ADDRESS:</b>
<b>CITY, STATE and ZIP</b>	<b>E-MAIL ADDRESS:</b>
<b>PHONE: (AREA CODE)</b>	<b>FAX: (AREA CODE)</b>

\*ORS 279A.120(1)(b) - Resident bidder means a bidder that has paid unemployment taxes or income taxes in this state during the 12 calendar months immediately preceding submission of the bid, has a business address in this state and has stated in the bid whether the bidder is a resident bidder. Nonresident bidders shall comply with the provisions of ORS 279A.120(3).



## Quote Form

**QUOTE TITLE:** MICROCHIP REQUIREMENTS CONTRACT (#2013.069Q)

**QUOTE CLOSING:** 1:00 P.M., SEPTEMBER 12, 2013

**FIRM SUBMITTING QUOTE:** \_\_\_\_\_

**FIRM'S FINANCIAL PAYMENT TERMS (2%-10, NET-30, ETC.):** \_\_\_\_\_

ITEM	DESCRIPTION	UNIT	PRICE
1	Microchip as Specified below	Each	\$

**Microchip: (as per Specifications Section 52.1)**

Operating frequency: 125 KHz (kilohertz) or 134.2 kHz.

Moisture resistance: water-resistant

Power: passive (scanner activated)

Interference: not be affected by normal electromagnetic interference or x-rays

Characters: alpha-numeric identification number shall not exceed 15 characters

Life expectancy: minimum operating life of twenty-five (25) years after date of implant

Delivery system: single-use, pre-loaded, prepackaged syringe

NOTE: The successful responder must supply eight (8) battery-operated scanners capable of reading the microchips as per specification 52.2. Six (6) of these scanners should be "wand" style scanners and two (2) should be small, hand-held scanners.

For Information Only: County cost to replace any scanners  
lost by shelter \$ \_\_\_\_\_

## INSURANCE REQUIREMENTS CERTIFICATION

The following minimum insurance will be required of the successful responder(s). It is strongly advised that responders give this information to their insurance agent to verify that all requirements can be met. A waiver of subrogation in favor of the County shall be required on General Liability, Workers Compensation and Automobile Liability coverage.

1. **COMMERCIAL GENERAL LIABILITY INSURANCE.** This insurance shall include contractual liability and products liability coverage for the indemnity provided under this contract.

☐ Not required.

☒ **COMMERCIAL GENERAL LIABILITY INSURANCE** with limits of not less than: ☐ \$500,000/\$1,000,000, ☒ \$1,000,000/\$2,000,000, ☐ \$2,000,000/\$4,000,000 or ☐ Other: \$\_\_\_\_\_ each occurrence/aggregate for Bodily Injury and Property Damage.

☐ Additional Insured Endorsement: This Contract requires entering the premises for delivery into County facilities. An additional insured endorsement must be provided for the general liability insurance policy. The endorsement for General Liability Insurance must name Washington County, its agents, officers, elected officials and employees as additional insureds with respect to Contractor's services to be provided under this Contract.

2. **AUTOMOBILE LIABILITY INSURANCE.** The policy will include coverage protecting Washington County during the term of this contract. This is not required if Contractor will be delivering products using a common carrier.

☐ Not required.

☒ **AUTOMOBILE LIABILITY INSURANCE** with a combined single limit, or the equivalent of not less than: ☒ \$1,000,000, or ☐ \$2,000,000 each accident for Bodily Injury and Property Damage for Contractor's vehicles whether owned, hired, or non-owned.

☐ No requirement in excess of that required under state law.

3. **WORKERS' COMPENSATION INSURANCE.** Contractor shall comply with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers. No Workers' Compensation Insurance has been or will be obtained by the County for Contractor or Contractor's employees and subcontractors. Contractor shall provide and maintain workers' compensation coverage for its employees, officers, agents or partners as required by applicable workers' compensation laws including employers' liability with limits not less than \$500,000/ \$500,000/ \$500,000.

4. **OTHER COVERAGE REQUIRED**

☐ OTHER (describe coverage and limits):

A copy of the policy or Certificate of Insurance and endorsements, where required, acceptable to the COUNTY for each policy required above shall be filed with the COUNTY prior to the effective date of any contract entered into between COUNTY and responder.

I certify that the above insurance is available to responder and that an insurance certificate and endorsement can be provided within 10 days of award of contract. The County reserves the right to go to the next responder available for award if the certificate is not received within 10 days

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

Date: \_\_\_\_\_