



Fayette
COUNTY

"WHERE QUALITY
IS A LIFESTYLE"

PURCHASING DEPARTMENT
140 STONEWALL AVENUE WEST, STE 204
FAYETTEVILLE, GEORGIA 30214
PHONE: 770-305-5420
www.fayettecountyga.gov

October 9, 2017

Subject: RFP #1364-P: Consultant for Animal Shelter Operations

Gentlemen/Ladies:

Fayette County, Georgia is seeking proposals from qualified firms for development of a strategic plan for operation and improvement of the Animal Shelter. You are invited to submit a proposal in accordance with the information contained herein.

All questions and inquiries concerning this request for proposals or the specifications shall be addressed to Ted Burgess, Director of Purchasing, in writing via email to PurchasingGroup@fayettecountyga.gov or fax to (770) 719-5208. Office hours are Monday through Friday 8:00 a.m. to 5:00 p.m. The office telephone number is (770) 305-5420.

Please return your response to the following address:

Fayette County Purchasing Department
140 Stonewall Avenue West, Suite 204
Fayetteville, Georgia 30214

Request for Proposals # 1364-P
Reference: Consultant for Animal Shelter Operations

Your envelope must be sealed, and should show your company's name and address.

Proposals will be received at the above address until 3:00pm, Tuesday, November 7, 2017 in the Purchasing Department, Suite 204. Proposals will be opened at that time, and the names of the responding companies will be read.

Proposals must be signed to be considered. Late proposals, faxed proposals, or emailed proposals, cannot be considered.

If you download this Request for Proposals from the county's web site, it will be your responsibility to check the web site for any addenda that might be issued for this solicitation. The county cannot not be responsible for a vendor not receiving information provided in any addendum.

Sincerely,

Ted L. Burgess
Director of Purchasing

Attachment

RFP #1364-P: Consultant for Animal Shelter Operations

COMPANY INFORMATION

COMPANY

Company Name: _____

Physical Address: _____

Mailing Address (if different): _____

AUTHORIZED REPRESENTATIVE

Signature: _____

Printed or Typed Name: _____

Title: _____

Email Address: _____

Phone Number: _____ Fax Number: _____

PROJECT CONTACT PERSON

Name: _____

Title: _____

Office Number: _____ Cellular Number: _____

Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of Fayette County, Georgia has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor
1364-P: CONSULTANT FOR ANIMAL SHELTER
OPERATIONS

Name of Project
FAYETTE COUNTY, GEORGIA

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, _____, 201__ in (city) _____, (state) _____

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 201 ____.

NOTARY PUBLIC

My Commission Expires:

GENERAL TERMS AND CONDITIONS
Request for Proposals # 1364-P
Consultant for Animal Shelter Operations

1. **Definitions:** The term "contractor" as used herein and elsewhere in these Terms and Conditions shall be used synonymously with the term "successful offeror." The term "county" shall mean Fayette County, Georgia.
2. **Preparation of Offers:** It shall be the responsibility of the offeror to examine specifications, scope of work, schedule and all instructions that are part of this request for proposal. Failure to observe any of the instructions or conditions in this request for proposal may result in rejection of the offer.

All of the specifications and information contained in this request for proposal, unless specifically excepted in writing by the offeror and such exceptions being included with the offer, will form the basis of the contract between the successful offeror and the county. The offeror should take care to answer all questions and provide all requested information.

3. **Submission of Offers:** Offerors must submit their proposal, along with any amendments issued by the county, in a sealed opaque envelope with the following information written on the outside of the envelope:
 - a. The offeror's company name,
 - b. The Request For Proposals (RFP) number, which is #1364-P, and
 - c. The "reference" which is *Consultant for Animal Shelter Operations*

Price schedules shall be placed in an additional opaque sealed envelope, identified as the price schedule, and enclosed in the sealed envelope with the proposal.

Mail or deliver one (1) original proposal, signed in ink by a company official authorized to make a legal and binding offer, and a full copy excluding prices on 2 flash drives to:

Fayette County Government
Purchasing Department
140 Stonewall Avenue West, Suite 204
Fayetteville, GA 30214

Attention: Contracts Administrator

4. **Timely Receipt:** Offers not received by the time and date of the scheduled proposal opening will not be considered, unless the delay is a result of action or inaction of the county.
5. **Open Offer:** The offer, once submitted and opened, shall remain open for acceptance for a period of at least ninety days from the date of the opening unless this time-frame is specifically excepted to in your offer.
6. **Corrections or Withdrawals:** The offeror may correct a mistake, or withdraw a proposal before the proposal opening date by sending written notification to the Director of Purchasing. Proposals may be withdrawn after the opening only with written authorization from the Director of Purchasing.

The county reserves the right to waive any defect or irregularity in any proposal received.

In case of discrepancy between the unit price and the extended or total price, the unit price shall prevail.

7. **Trade Secrets – Confidentiality:** If any person or entity submits a bid or proposal that contains trade secrets, an affidavit shall be included with the bid or proposal. The affidavit shall declare the specific included information which constitutes trade secrets. Any trade secrets must be either (1) placed in a separate envelope, clearly identified and marked as such, or (2) at a minimum, marked in the affidavit or an attached document explaining exactly where such information is, and otherwise marked, highlighted, or made plainly visible. See Georgia law at O.C.G.A. § 50-18-72 (A)(34).
8. **Site Conditions:** Offerors are urged to visit the site to familiarize themselves with site conditions. Upon submission of an offer, it is understood that the offeror is acknowledging his acceptance of all site conditions.
9. **References:** Offerors shall submit with proposals a list of at least five relevant projects completed, as described in the “Proposal Response Requirements” section of the Request for Proposals.
10. **Ethics – Disclosure of Relationships:** Before a proposed contract in excess of \$10,000.00 is recommended for award to the Board of Commissioners or the County Administrator, or before the County renews, extends, or otherwise modifies a contract after it has been awarded, the contractor must disclose certain relationships with any County Commissioner or County Official, or their spouse, mother, father, grandparent, brother, sister, son or daughter related by blood, adoption, or marriage (including in-laws). A relationship that must be reported exists if any of these individuals is a director, officer, partner, or employee, or has a substantial financial interest in the business, as described in Fayette County Ordinance Chapter 2, Article IV, Division 3 (Code of Ethics).

If such relationship exists between your company and any individual mentioned above, relevant information must be presented in the form of a written letter to the Director of Purchasing. You must include the letter with any bid, proposal, or price quote you submit to the Purchasing Department.

In the event that a contractor fails to comply with this requirement, the County will take action as appropriate to the situation, which may include actions up to and including rejection of the bid or offer, cancellation of the contract in question, or debarment or suspension from award of a County contract for a period of up to three years.

11. **Evaluation of Offers:** The evaluation of offers and the determination as to acceptability of services offered shall be the responsibility of the county. Accordingly, to insure that sufficient information is available, the offeror may be required to submit literature, samples, or other information prior to award. The county reserves the right to obtain clarification or additional information from any firm regarding its proposal. The county reserves the right to select a responsive, responsible firm on the basis of best value that is deemed to be most advantageous to the owners. The county further reserves the right to reject any proposal, or all proposals, and to re-release the request for proposals.
12. **Non-Collusion:** By responding to this request for proposals, the offeror shall be deemed to have represented and warranted that the proposal is not made in connection with any other offeror submitting a separate response to this request for proposals, and is in all respects fair and without collusion or fraud.
13. **Ability To Perform:** The offeror may be required, upon request, to provide to the satisfaction of the county that

he/she has the skill, experience and the necessary facilities, as well as sufficient financial and human resources, to perform the contract in a satisfactory manner and within the required time. If the available evidence is not satisfactory to the county, the county may reject the offer.

14. **Notice to Proceed:** The County shall not be liable for payment of any work done or any costs incurred by any offeror prior to the county issuing a written notice to proceed.
15. **Unavailability of Funds:** This contract will terminate immediately and absolutely at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of the county under the contract.
16. **Severability:** The invalidity of one or more of the phrases, sentences, clauses or sections contained in the contract shall not affect the validity of the remaining portion of the contract. If any provision of the contract is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision to the extent that the provision is unenforceable. In such case, the contract shall be deemed amended to the extent necessary to make it enforceable while preserving its intent.
17. **Indemnification:** The contractor shall defend, indemnify and save the county and all its officers, agents and employees harmless from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful offeror, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. The contractor shall pay any judgment with cost which may be obtained against the county growing out of such injury or damages.
18. **Non-Assignment:** Assignment of any contract resulting from this request for proposal will not be authorized.
19. **Insurance:** The contractor shall procure and maintain the following insurance, to be in effect throughout the term of the contract, in at least the amounts and limits set forth as follows:
 - **General Liability Insurance:** \$1,000,000 combined single limit per occurrence, including bodily and personal injury, destruction of property, and contractual liability.
 - **Automobile Liability Insurance:** \$1,000,000 combined single limit each occurrence, including bodily injury and property damage liability.
 - **Worker's Compensation:** Workers Compensation as required by Georgia statute.

Before a contract is executed with the successful offeror, the successful offeror shall provide Certificates of Insurance for all required coverage. The successful offeror can provide the Certificate of Insurance after award of the contract, but must be provided prior to execution of the contract document by both parties. Certificates shall list an additional insured as follows:

Fayette County, Georgia
140 Stonewall Avenue West
Fayetteville, GA 30214

20. **Termination for Cause:** The county may terminate the contract for cause by sending written notice to the contractor of the contractor's default in the performance of any term of this agreement. Termination shall be without prejudice to any of the county's rights or remedies by law.
21. **Termination for Convenience:** The county may terminate the contract for its convenience at any time with 10 days' written notice to the contractor. In the event of termination for convenience, the county will pay the contractor for services performed. The county will compensate partially completed performance based upon a signed statement of completion submitted by the contractor, which shall itemize each element of performance completed.
22. **Force Majeure:** Neither party shall be deemed to be in breach of the contract to the extent that performance of its obligations is delayed, restricted, or prevented by reason of any act of God, natural disaster, act of government, or any other act or condition beyond the reasonable control of the party in question.
23. **Governing Law:** This agreement shall be governed in accordance with the laws of the State of Georgia. The parties agree to submit to the jurisdiction in Georgia, and further agree that any cause of action arising under this agreement shall be required to be brought in the appropriate venue in Fayette County, Georgia.

**Fayette County, Georgia
Request for Proposals #1364-P
Consultant for Animal Shelter Operations**

OBJECTIVE

Fayette County, Georgia seeks to procure the services of a qualified firm to develop a strategic plan for operation of our Animal Shelter.

INTRODUCTION

Fayette County is situated approximately 25 miles south of Atlanta, Georgia. The Atlanta Regional Commission estimates that it has a current estimated population of 114,000.

The county's Department of Animal Control operates an Animal Shelter, located at 1262 Highway 74 South, Peachtree City, Georgia 30269. The shelter has a current capacity of 28 dogs and 43 cats. The shelter is committed to a well-managed facility that considers the preservation of life.

STATEMENT OF NEED

Fayette County citizens, elected officials and staff, and others share the mutual desire to provide the best, most humane and appropriate shelter services. The number of dogs and cats needing shelter services sometimes exceeds capacity, as with other shelters. At such times, and indeed at all times, it is important to follow best practices in caring for the animals.

The county seeks to contract with a consulting firm to work with stakeholders to develop a strategic plan for the Animal Shelter and its daily operations. The envisioned results are that the county will have the optimal capacities for dogs and cats, will provide appropriate services, will operate under policies and procedures that reflect best practices, and citizens and other stakeholders will be assured that operations reflect community values.

SCOPE OF SERVICES

The work to be performed by the chosen firm shall result in a clearly written and understandable Strategic Plan, with prioritized recommendations for operating and capital improvements. Improvements should be measurable.

It will be important to involve citizens, elected officials, and other stakeholders in Strategic Plan development. This includes obtaining their viewpoints and wishes for a public animal shelter, and consideration of their ideas regarding the care of animals.

The Strategic Plan should consider partnerships with non-profits, volunteers, and others who share a common interest.

PROPOSAL RESPONSE REQUIREMENTS

Proposals must include the following, preferably in the order shown:

1. **Cover Page:** Include the Request for Proposals number (#1364-P) and title (*Consultant for Animal Shelter Operations*). Also include your firm's name, address, telephone number, fax number, and e-mail address.
2. **Table of Contents**
3. **Required Documents:** Company Information Page, Contractors Affidavit, and signed addenda, if any. Also, please complete and include the page titled "Survey – Communication of Opportunity to Quote, Bid, or Propose."
4. **Project Understanding and the Proposed Solution:** State your understanding of the services required. Describe the approach you propose to take in addressing the needs addressed by this request for proposals. Identify major milestones to be achieved in completing the Strategic Plan. Explain how you would engage and involve various stakeholder groups, including but not limited to county residents, elected officials, non-profit or other community organizations, and other stakeholder groups.

Describe any specialization or unique capabilities of your firm. This may include technical innovation, cost effectiveness, community outreach, or other capabilities in which you excel.

5. **Company's Background and Experience:** Describe your firm's background and size. Include the number of years in business; the corporate structure, legal status and professional credentials. If you would use any regular subcontractors or partners in delivery of the proposed services, identify them and explain their roles.

Demonstrate the firm's experience and qualifications by listing at least five relevant projects that were similar to the work addressed by this request for proposals. Include a contract person, phone number, and email for each. The county plans to contact some or all of the entities you list, and use them as references.

6. **Project Team:** Identify team members who would be likely to be assigned to this project. Include a resume for each key team member. Identify the main contact person for the county. Describe each key team member's experience with comparable projects, the role that each member played, and the expected role of each when doing work for this project. The project team may include personnel hired by the firm directly, or a mixture of personnel and outside sub-consultants.
7. **The Proposed Schedule:** Provide a detailed project schedule. Identify critical dates, and discuss how you control the schedule. Give information on your current workload, and how you would accommodate this project.
8. **Price Schedule (sealed in an additional opaque envelope):** Include a price proposal sheet that contains, in a clear format and in detail, your total not-to-exceed price. Show proposed hourly rates, non-hourly rates, and any other components of your billing

structure for the project described in this request for proposals. All costs must be included. Also include payment terms

EVALUATION PLAN

Proposals

Technical Merit

An Evaluation Committee will review and evaluate the technical merit of proposals. Points for technical merit will comprise 70% of your evaluation score. Criteria and maximum points assigned for technical merit are, in priority order, as follows:

Category	Points
1. Project understanding and proposed solution	40
2. Company's background and experience	25
3. Project team	25
4. Proposed schedule	10

Pricing

The remaining 30% of your score will be determined by your proposed prices, as compared to other responding companies.

Presentations

The county may, at its discretion, choose one or more of the best-scoring companies to make in-person presentations. If more than one company makes a presentation, the Evaluation Committee will evaluate and score the presentations, and adjust evaluation score totals accordingly. A maximum of 50 points may be added to each firm's evaluation scores for presentations.

Survey – Communication of Opportunity to Quote, Bid, or Propose
(Please return this form with your response)

Solicitation Number: 1364-P

Solicitation Name: Consultant for Animal Shelter Operations

In order to serve you better, the Fayette County Purchasing Department is conducting a survey to determine the most effective ways to communicate with you and other vendors. Thank you for your assistance in collecting this information.

My company learned of this opportunity to do business with Fayette County, Georgia through:

- a) _____ Direct notification from the county (email, U.S. Mail, or other means)
- b) _____ Fayette County Website
- c) _____ Fayette News
- d) _____ Local Government Access Marketplace (www.glga.org)
- e) _____ Cable Channel 23
- f) _____ Greater Georgia Black Chamber of Commerce
- g) _____ Georgia Procurement Registry
- h) _____ Other: _____

Company Name: _____

**Fayette County, Georgia
Checklist of Required Documents**

(Please return this checklist and the documents listed below with your submittal)

RFP #1364-P: CONSULTANT FOR ANIMAL SHELTER OPERATIONS

Company Information form _____

Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1) _____

Exceptions, if any _____

Addendum, if any _____

Survey – Communication of Opportunity to Propose _____

Pricing sheet – Separate Envelope _____

COMPANY NAME: _____