



**DeKalb County  
Department of Purchasing and Contracting**

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August 6, 2018

**REQUEST FOR PROPOSALS (RFP) NO. 18-500477**

**FOR**

**Animal Shelter Operation Services for  
DeKalb County, Georgia (Multi-year)**

Senior Procurement Agent: Brenda H. Redus  
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**Mandatory DeKalb First LSBE Meeting:** **Wednesday, August 8, 2018 or Wednesday, August 15, 2018**  
(Bidders must attend 1 meeting on either of the dates listed.) 4572 Memorial Drive, Decatur, Georgia 30032  
Main Conference Room - A  
(Meetings are held at 10:00 a.m. and 2:00 p.m.)  
Video Conference: Utilize the link supplied on our webpage labeled “DeKalb First LSBE Video Meeting”  
Phone: (770)414-2144 with PIN# 199812

Pre-Proposal Conference and Site Visit: August 17, 2018 @ 10:00 a.m. at DeKalb County Animal Shelter, 3280 Chamblee-Dunwoody Road, Chamblee, GA 30341

Deadline for Submission of Questions: 5:00 P.M. ET, August 20, 2018  
**Deadline for Receipt of Proposals:** 3:00 P.M. ET, September 7, 2018

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THE RESPONSIBILITY FOR SUBMITTING A RESPONSE TO THIS RFP TO THE DEPARTMENT OF PURCHASING AND CONTRACTING OF DEKALB COUNTY GOVERNMENT ON OR BEFORE THE STATED DATE AND TIME WILL BE SOLELY AND STRICTLY THE RESPONSIBILITY OF THE RESPONDER.

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**DeKalb County**  
**Department of Purchasing and Contracting**  
Maloof Administration Building, 1300 Commerce Drive, 2<sup>nd</sup> Floor, Decatur, Georgia 30030

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August 6, 2018

**REQUEST FOR PROPOSAL (RFP) No. 18-500477**

**FOR**

**Animal Shelter Operation Services for  
DEKALB COUNTY, GEORGIA (Multi-year)**

DeKalb County Government (the County) requests qualified individuals and firms with experience in providing the requisite animal sheltering operation, to submit proposals for the Animal Shelter Operation Services located at 3280 Chamblee-Dunwoody Road, Chamblee, GA 30341

**I. INTRODUCTION**

General Information - Currently, the County provides animal enforcement services and outsources the operations of the animal shelter through the Department of DeKalb Animal Services and Enforcement (DASE). Animal enforcement services extend to unincorporated DeKalb and the cities of Avondale Estates, Brookhaven, Clarkston, Dunwoody, Lithonia, Pine Lake, Stonecrest, Stone Mountain, Tucker, Decatur, Chamblee and Doraville. The County maintains an intergovernmental agreement with the City of Atlanta for the provision of select animal services.

DeKalb County maintains an animal shelter facility at 3280 Chamblee-Dunwoody Road, Chamblee, GA 30341.

- Animal shelter operations hours are from 11:00 am – 7:00 pm Monday – Friday, and 11:00 am - 6:00 pm Saturday and Sunday.
- Enforcement field operations hours are from 8:00 am – 6:00 pm each day. After 6:00 pm, emergency calls are routed through DeKalb Emergency 911. After midnight, on-call personnel are provided.

The following Required Documents Checklist includes a list of attachments which **must** be completed and returned with Responder’s technical proposal:

<b>Required Documents</b>	<b>Attachment</b>
Cost Proposal Form (one copy, <b>separate &amp; sealed</b> )	A
Proposal Cover Sheet	B
Contractor Reference and Release Form	C
Subcontractor Reference and Release Form (make additional copies as needed)	D
LSBE Documents – Exhibits A and B	E
Responder Affidavit	G
First Source Jobs Ordinance (with Exhibits 1 – 4)	H
New Employee Tracking Form	I
Exceptions to the Standard County Contract, if any	F(Sample Contract)
Form A – Anticipated Annual Revenues	A (separate sealed with Cost Proposal)
Form A-1	A (separate sealed with Cost Proposal)
Public Relations and Education Plan	
Training Plan	
Policies & Procedures Manual for Employees	
Policies & Procedures Manual for Volunteers	
Veterinarian’s License	
Veterinary Technician Registration	

The services shall commence within ten (10) calendar days after acknowledgement of receipt of written notice to proceed and shall be completed within five (5) years.

The County reserves the right to make one (1) award or multiple awards.

## **II. STATEMENT OF WORK**

The selected vendor shall provide all personnel, supplies, and equipment to perform the animal sheltering operation services under the Department of Animal Services and Enforcement as set forth in this RFP. The selected vendor may, with written approval by the County, subcontract services related to the care of animals under the resulting contract. The selected vendor shall be fully responsible to the County for the acts and/or omissions of its subcontractors, and persons either directly or indirectly employed by them. Nothing contained in the contract documents shall create any contractual relationship between any subcontractor and the County. All costs or remuneration due for any subcontracted services shall be the responsibility of the selected vendor and shall be included in the selected vendor’s cost to the County.

The selected vendor must provide services in accordance with the mandates of the State of Georgia and DeKalb County animal control ordinances. The shelter and

operations procedures are regulated by the State of Georgia Agriculture Rule 40-13-13. The selected vendor shall be required to provide reference copies of Animal Control Ordinances for on-site review by the public at the vendor's own expense.

The Public Safety Director will serve as the Project Administrator to provide contract monitoring of animal sheltering operation services, to include but not be limited to, quarterly reviews for contract compliance. The selected vendor will be required to respond to and/or correct any performance discrepancies noted within the time specified by the Project Administrator.

During the term of this Agreement, the DeKalb County Animal Services Advisory Board and the County mutually may agree to designate a different County employee as the Project Administrator to whom the Contractor shall report. The parties agree that such a change in designation shall not require a change order but must be in writing.

Furthermore, the Animal Services Advisory Board will have appropriate and meaningful input in areas of interest established by the DeKalb County Animal Ordinance. Those areas of interest may include alternative staffing arrangements, candidates for shelter manager, operational procedures and policies, additional animal care standards, etc.

#### A. Description of tasks

**Personnel.** The hiring of personnel shall be the responsibility of the selected vendor. The selected vendor shall meet the following minimum staff requirements.

Minimum Staffing Requirement for Animal Shelter Administrative and other Functions. The selected vendor shall meet, or exceed, the minimum required care standards for animal shelter facilities as outlined by the National Animal Control Association (NACA) <http://www.nacanet.org>. It is the responsibility of the awarded vendor to maintain a staffing level that insures that the standards are met on a daily basis and that every animal housed within is provided the highest level of care. Selected vendor may propose an alternate staffing arrangement that meets or exceeds the minimum care standards.

The selected vendor must plan, organize, direct and staff the shelter in a mode that ensures quality administrative and management services, to include but not limited to properly supporting the following: adopting services; rescue services; roster services; customer services; public education, and community risk reduction; staff training; animal training/behavior modification services; fostering services; volunteer services; veterinarian services, etc. Thus, the successful and selected vendor will provide an appropriate staff pattern that ensures quality Animal Shelter operation services. The full-time employee (FTE) or equivalent range anticipated applicable to this RFP is 63 to 82 FTEs. Selected vendor innovation is expected in staffing.

Shelter Manager. Selected vendor shall employ a shelter manager to run the facility and oversee animal shelter operation services. The manager must have a minimum of five (5)

years supervisory experience at an animal shelter or at an animal humane society with a physical shelter location that houses at least 4,000 animals per year. At least two years of this experience must have been as the Executive Director or Shelter Director at the animal shelter or animal humane society shelter. Post-secondary education degree may be substituted for at least three years of non-managerial experience. The candidate for this position is subject to approval by the County's Project Administrator.

Training. The selected vendor shall provide proof of completion of minimum required training for staff and volunteers at the time of hire and for continuing education courses. A planned, effective training program can enhance communication and accountability, and have a positive impact on service to customers, complainants and animal owners. The selected vendor must provide documentation of all training conducted as outlined in the following Training Plan which includes Conflict Resolution and Annual Training.

Training Plan: The selected vendor shall provide a fully developed staff training plan, including training organizations and a schedule showing course descriptions/topics and hours of training to be provided for each position. Emphasis should be given to customer service for purposes of consistent, prompt, courteous, and complete response to all service requests. Because of the importance of effective customer service training, the selected vendor will be required to have an ongoing system of obtaining feedback about, assessing and improving the quality of services provided by staff.

Conflict Resolution Training: Prior to the start of the contract, the selected vendor shall provide a professional training course in conflict resolution to all staff. Any new staff hired after commencement of the contract will also be provided with similar training in conflict resolution prior to starting work. Thereafter, professional conflict resolution training will be provided to all staff on an annual basis.

Annual Training: The selected vendor is also required to provide a minimum of 40 hours relevant training per year per full time equivalent staff position for all staff. These 40 hours of training are above and beyond the conflict resolution training. A minimum of 8 of the 40 training hours shall be completed in the first quarter of employment for each staff. The required 40 hours per year of training will be provided by professional sources and does not preclude the regular, ongoing training provided by the selected vendor. Hours worked by individuals who have not met their training requirements do not count toward the minimum staffing hours required by this RFP.

Uniforms. Staff shall wear a uniform supplied by the selected vendor and approved by the County's Project Administrator. This uniform must be clearly and easily distinguishable.

Volunteer Personnel. The selected vendor shall have an active volunteer program to support the Shelter facility and related activities. The County encourages the use of volunteer support in all aspects of the animal shelter program. The volunteer program will be guided by a manual developed by the selected vendor which contains policies and procedures similar to those for employees. Contents of the manual should include, but not be limited to, the application form and process, job descriptions, selection and supervision, orientation and training, performance reviews and a process for dismissal. A copy of this manual shall be submitted with the

vendor's proposal.

Activities for which use of volunteers should be considered include: contacting rescue groups and individuals, distributing information about services and animals to the community, contacting owners of impounded animals and surveying customers about the quality of service provided. Volunteers shall be utilized for the following activities: cleaning cages and pens, feeding and watering, animal walking/exercising, grooming and assisting potential adopters with animal selection and familiarization. The selected vendor is required to carry insurance on volunteers, including coverage for volunteer interaction with animals. Proof of insurance shall be submitted upon award of contract.

**Search and Seizure/Impound of Animals.** The selected vendor shall adhere to established policies and practices that comply with applicable State and County laws for impound/search and seizure, and the 4th Amendment of the Constitution of the United States. All impounded animals will be held for a minimum of three (3) days, unless reclaimed by their owner.

- It shall be the selected vendor's responsibility to promptly attempt to notify the owner of any animal taken into custody when the owner can be identified. Notification shall be made within 24 hours by phone. The selected vendor shall make at least three (3) documented attempts to contact the owner of any stray animal that has current identification of any type that provides information necessary to contact its owner. The selected vendor shall keep records of owner contact attempts and successes.
- The selected vendor shall, in accordance with the DeKalb County Animal Ordinance, return animals to their owners after they have met outlined requirements and paid the prescribed fees (The current DeKalb County Code, as amended January 22, 2013, chapter on animal issues is included as Attachment J). Selected vendor may waive fees where appropriate with proper documentation in accordance with the County Code.

**Animal Care.** The selected vendor is responsible for all aspects of animal care; however, the County's Project Administrator may further specify additional animal care standards for incorporation by the selected vendor into the selected vendor's manual of policies and procedures.

- **Location.** The selected vendor shall staff and operate the DeKalb County Animal Shelter Facility at 3280 Chamblee-Dunwoody Road, Chamblee, GA 30341. This facility will be used for impoundment, owner release, protective custody, quarantine, rescue coordination and all other animal sheltering functions unless written approval to perform services elsewhere is obtained from the Project Administrator.
- **Policies and Procedures.** The selected vendor shall have comprehensive written policies and procedures established for the proper care and handling of animals. These policies and procedures must be included in the proposal and will be a consideration when

evaluating potential vendors. These procedures should, at the minimum, provide minimum standards for the care of animals, with particular attention to:

- health evaluation upon admission;
- provision of sufficient and wholesome food and drinking water;
- treatment of sick, diseased, quarantined, or injured animals;
- proper bedding and kennel care;
- removal and proper disposal of animal and food waste, soiled bedding and debris;
- daily, weekly and monthly cleaning requirements at the facility;
- provisions for animals to be protected from water and cleaning agents during cleaning;
- provisions to minimize vermin infestation, odors and disease;
- provisions to provide adequate drainage;
- a description of how the respondent proposes to segregate animals;
- a description of how and when the respondent will quarantine animals;
- a description of the disease control and prevention program to be utilized by the selected vendor;
- a description of the microchip implantation program
- a description of the spay and neuter program, including how the selected vendor would work to continue the County's TNR program (trap, neuter, return), to reduce feline euthanasia. All animals to be spayed or neutered prior to leaving the shelter except to a rescue agency who will perform the service prior to adoption or placement.
- a description of the circumstances in which euthanasia will be used, and the methods to be used; disposal of euthanized animals;
- a procedure for an owner to place animals in the facility;
- a description of how individuals seeking information on animals will be able to contact the shelter for information;
- a description of how respondent will use the internet, social media and other methods to market pets for adoption;
- a description of respondent's plan to lower DeKalb County's euthanasia rate;
- a system by which all animals that enter the Shelter facility on Chamblee-



Dunwoody Road will be scanned for implanted microchips and checked for identification (if a chip is discovered within an animal during the scanning process, the chip will be used to assist in identifying the owner of the animal. The vendor will notify the owner of the implanted animal for reclamation purposes. The owner of the animal shall be responsible for all fees connected with the use of chip implants). The animal will be scanned a second time prior to adoption, rescue, transport or euthanasia and the owner notified by phone if a chip is discovered.

- A schedule for proposed hours of operation, consistent with this RFP.

### **Veterinary Services**

The selected vendor will obtain the services of at least two veterinarians licensed by the State of Georgia who shall be provided space at the facility to treat animals under the vendor's care. The veterinarian(s) shall provide on-site scheduled and necessary veterinary care and oversight of animals in the facility a minimum of 40 hours per week, at least five days per week excluding approved County recognized holidays, and at additional non-scheduled times as required by the resulting contract. On days when a veterinarian is not on-site to perform animal care services, a licensed veterinary technician shall be present. Sick or injured animals shall be taken off-site to subcontracted veterinary clinics for immediate treatment when necessary. The selected vendor will bear the cost of all medications utilized by the on-site veterinarian.

Licensed Veterinarian. The Licensed Veterinarian shall be validly and currently licensed to practice veterinary medicine in the State of Georgia pursuant to O.C.G.A. §43-50-1 et seq. A copy of the Licensed Veterinarian's current, valid license issued by the State Board of Veterinary Medicine shall be submitted to the County with the proposal. Failure of the respondent to provide the veterinarian's valid and current license shall exclude said veterinarian from consideration under this RFP. The Licensed Veterinarian shall provide the following services and maintain a surgical facility to provide basic veterinary care when required to include the following services:

- Performing a medical examination upon arrival for all sick/injured animals;
- Directing and monitoring the care of injured and/or sick animals;
- Adhering to and directing procedures to reduce or respond to the outbreak of infectious diseases;

- Making recommendations regarding behavioral problems;
- Spay and Neutering at on-site clinic;
- Preparing detailed monthly patient reports;
- Providing laboratory services including stool examinations, cytology, urine analysis, heartworm tests, FELV/FIV tests, electrolytes measurements, and blood counts;
- Supervising vaccinations;
- Evaluating potential adoptability;
- Supervising the euthanasia of animals, when necessary;
- Controlling drug supplies; and
- The Licensed Veterinarian shall also provide additional surgical care procedures when required, including the following:
  - (a) Before anesthesia and any surgical procedure, the Veterinarian will perform a routine and complete physical examination of the animal;
  - (b) Warm water circulating heating pad is used to help regulate core temperature;
  - (c) A sterile instrument surgical pack, surgical gown, cap and gloves shall be provided for each patient;
  - (d) Veterinarian may direct Veterinary Technician to monitor oxygen and carbon dioxide levels, temperature, respiration and cardiac rate during surgery; and
  - (e) Surgeries, including spays, include a re-check and suture removal.

Registered Veterinary Technician. The respondent shall provide a Registered Veterinary Technician to engage in the practice of veterinary technology as defined by O.C.G.A. §43-50-20. The Veterinary Technician shall be validly and currently registered to practice veterinary technology. A copy of the proposed Veterinary Technician's current and valid registration with the State Board of Veterinary Medicine shall be submitted to the County with the proposal. Failure of the respondent to provide a valid and current license for the Registered Veterinary Technician shall exclude said Veterinary Technician from consideration under this RFP. The Registered Veterinary Technician shall work under the supervision of the Licensed Veterinarian pursuant to O.C.G.A. §43- 50-54. Any Veterinary Technician must at all times be under the supervision of a Licensed Veterinarian whenever practicing veterinary technology in this state. The level of supervision shall be consistent with the delegated animal health care task. Subject to the provisions of O.C.G.A. §43-50-51, a Licensed Veterinarian may in his or her discretion delegate an animal health care task to a Veterinary Technician provided the delegation is in line with Board rules and regulations. The scope of practice for Veterinary Technicians is listed as Rule 700-14 of the Georgia State Board of Veterinary Medicine. It includes the levels of supervision for delegated health care tasks. All health care tasks delegated to the Veterinary Technician shall be within the scope of the above-referenced rule. The Licensed Veterinarian shall post a notice to the effect that a Veterinary Technician is used at the veterinary facility. The Veterinary Technician must be clearly identified as such so that he or she is not mistaken by the public as a Licensed Veterinarian. A Registered Veterinary Technician may perform the following tasks with the appropriate level of supervision:

- Administration and application of treatments, drugs, medications and immunological agents; initiation of parenteral fluid administration, Intravenous catheterizations; Radiography, Collections of blood, urine, tissue, etc. Routine laboratory test procedures; supervision of the handling of waste materials; and Application of acceptable Emergency Treatments as required, including the following:
  - Application of tourniquets/pressure bandages, administration of pharmacological agents, resuscitative procedures;
  - Application of temporary splints or bandages, and wound dressing; and
  - Rule 700-14-.04 further delineates acceptable Emergency Treatments (lifesaving aid and treatment) which may be initiated by the Veterinary Technician, including the following:
    - (a) Application of tourniquets and/or pressure bandages to control hemorrhage;
    - (b) Administration of pharmacological agents and parenteral fluids;
    - (c) Resuscitative procedures
    - (d) Application of temporary splints or bandages to prevent further injury to bones;
    - (e) Application of appropriate wound dressings; and
    - (f) External supportive treatment in heat prostration cases.

Other Veterinary Services. The selected vendor shall be responsible for providing other licensed veterinarians for emergency treatment of animals and consultation with animal care staff after-hours and when the regular veterinarian is not available. These services shall be considered as "subcontracted services" under the resulting contract. The selected vendor shall be responsible for these costs. Unless exigent circumstances exist all subcontractors, including those employed for additional after-hours and emergency veterinarian services, must be requested in writing and approved by the Project Administrator before those subcontractors can be employed for services. Under exigent circumstances the selected vendor is authorized to properly proceed without prior approval but with appropriate after the fact written reporting. The vendor remains responsible for the costs.

Owner Notification. The selected vendor shall immediately attempt to identify and notify the owner of an injured animal of the need for veterinary care. Notification shall be made within 24 hours by phone. The selected vendor is required to treat any injured animal that is brought to the shelter by selected vendor employees.

**Disaster Preparedness.** In collaboration with the County's Department of DeKalb Emergency Management Agency (DEMA), the selected vendor shall implement a disaster preparedness plan for the shelter (prior to taking control of the facility) to include the following in the event of a disaster:

- phone/radio contact and protocol
- animal evacuation and care
- Paper/manual processes during computer down time.

**Adoption.** The selected vendor shall promote and administer the adoption of unclaimed animals. All unclaimed animals will be evaluated for potential adoptability after three (3) days of impound. Any animal deemed adoptable must be marketed for adoption and offered to rescue organizations before being euthanized. Each dog, cat and ferret over the age of three months selected for adoption will be given a rabies vaccination before or at the time of adoption, if that animal has not already received its vaccination. All adopted animals shall be implanted with microchips and spayed or neutered prior to adoption unless a rescue organization provides proof of sterilization prior to adoption. The only exemption will be through a written veterinary waiver.

On-site Adoptions. The selected vendor will be responsible for providing the opportunity for individuals to adopt animals from the shelter facility on Chamblee-Dunwoody Road, regardless of whether or not selected vendor chooses to operate any additional retail adoption facility. This facility must meet all applicable state and county laws, rules and regulations governing animal adoptions. All adoption procedures, locations and hours of operation shall be approved by the Project Administrator.

Website. Selected vendor shall maintain a website for the purpose of informing the public of vendor's activities. The information provided should include, but not be limited to, adoptions, adoptable animals, hours of operation, policies, facility location(s), contact numbers, licensing, list of identified animals within the shelter, a link to DeKalb's animal-related ordinances and other information that would be beneficial to the public. Project Administrator may request to change information required on website based on demand from the public, needs of the County or changes in technology.

Retail Adoption Site (Optional). Respondent may choose to include in their proposal, a plan to open a retail location to adopt animals that come from the shelter facility. All guidelines outlined in this RFP regarding adoptions and animal care must be followed at the retail store. This plan, if included, should contain a proposed store layout and expected staffing requirements. The following guidelines are also applicable to the operation of a retail adoption site:

- Selected vendor will select a retail space in an area ideally suited for adopting pets. Exact location need not be included in proposal. Location is subject to approval of the Project Administrator.
- Selected vendor will work to transform vacant retail space into an inviting pet store, with partitioned areas for customers to interact with the animals.
- Selected vendor will be responsible for all day-to-day operations of the store, including, but not limited to, keeping the store clean, remaining open for a minimum of 50 hours per week and must be open on Saturday and Sunday (exact hours and days must be approved by the Project Administrator), displaying an "Open" sign when the store is open, marketing the store to the community, maintaining an active telephone line for customer inquiries, utilizing a computer database to track incoming and outgoing pets, managing staff and volunteers, interacting with the landlord for any maintenance needs, paying rent, paying bills for utilities and any other duties one reasonably expects the operator of a retail establishment to perform.
- Selected vendor will generate monthly reports for the County which detail the number and type of pets brought into the facility, the number adopted and the number

- that died in the store. These reports will be separate from the reports generated for the shelter facility, to allow the County to assess the performance of the retail store.
- Selected vendor will make a good faith effort to keep the retail store filled to capacity with animals, returning to the shelter periodically to retrieve more animals.
  - As with the shelter facility, selected vendor may charge fees approved by the Project Administrator for animals to be adopted from the retail store. A strict accounting of the revenue generated by the retail store shall be maintained and turned over to the County.
  - No animals are to be euthanized at the retail store.

Adoption Fees. Selected vendor will be allowed to keep all adoption fees as part of the contract for services. Monthly reports will be provided documenting the revenue collected based on fee type. Selected vendor must keep an exact accounting of animals adopted, in accordance with the Fee Schedule attached to this RFP as Attachment A-1 of the Cost Proposal.

Mandatory Spay/Neuter. Selected vendor shall ensure all animals are spayed or neutered per Georgia code, 4-14-3 before being adopted. All spaying and neutering must occur before the animal goes to its new adoptive home. Spaying and neutering must be performed in accordance with the guidelines outlined in this RFP under Veterinary Services.

Licensing. Selected vendor shall administer the licensing of animals as stated in the DeKalb County Animal Ordinances. The selected vendor shall conduct a license promotion and educational outreach program to foster an increase in compliance with licensing requirements. Selected vendor will provide a detailed accounting of these fees in the monthly reports and an accounting of how these fees are utilized in the day-to-day operations of the Shelter, specifically how are the fees utilized to offset operating costs.

Euthanasia Guidelines. Animals which are not reclaimed, adopted, or accepted by a rescue organization, after being held for at least the required 72 hours, and only when absolutely necessary because of the health, well-being or behavior of the animal, shall be euthanized, in accordance with DeKalb County animal control ordinances. For every animal euthanized, employees must go through a checklist that, at the minimum, contains all the questions in the Euthanasia Checklist, provided in this RFP as Attachment K, to ensure animals are euthanized in accordance with DeKalb County ordinances as well as the best practices as recommended by the American Veterinary Medical Association. Remains of euthanized animals shall be disposed of as specified under DeKalb County animal control ordinances and cost of disposal to be incurred by selected vendor.

Customer Service. The selected vendor shall manage the shelter facility 24 hours per day, 365 days per year (366 leap year) and shall have at least two paid staff within the shelter at least eight (8) hours per day. The selected vendor shall open the facility to the public at least 56 hours per week, distributed over seven (7) days per week, with the exception of the ten (10) holidays approved by the County, and at least six (6) hours per day on Saturdays and Sundays.

Citizens will be able to adopt, claim and turn in animals, purchase licenses and conduct related business during the facility business hours. During after-hours and holidays, the selected vendor will provide staff to feed/care for the animals only. The public will not be able to conduct business outside of regular facility business hours.

A recorded telephone message shall be used by the selected vendor during hours the center is not open to the public and staff is not available to directly answer incoming telephone calls. This does not preclude staff from answering the phone outside of business hours. This message service shall allow the caller to leave a message or transfer to dispatch where they will have the option of speaking to a live person.

**Public Relations and Education.**

It is imperative to DeKalb County that selected vendor maintain excellent public relations. Selected vendor shall ensure that all staff and volunteers work to help the public with problems that fall under their purview. Responses to the public shall always be courteous and prompt.

The selected vendor shall perform educational and public relations tasks in order to decrease the number of unsterilized animals in the County, increase the number of animals licensed, increase the number of animals adopted from the County, decrease euthanasia and attempt to make the public more informed about animal issues. Respondents shall include in their proposals an outline of how they plan to perform this outreach. Possible outreach methods include, but are not limited to, outreach to the disabled or organizations representing the disabled, education programs in schools, civic and service groups, ongoing media announcements, messages, interviews and press releases, tours of the shelter facility, and displays and promotional materials at fairs, dog shows and similar public functions. Public relations and educational events and publications shall be coordinated with the County and receive prior written approval from the Project Administrator. At the direction of the Project Administrator, the selected vendor shall make the shelter Director or other representative of the vendor available for community meetings.

Selected vendor will comply with established policies, practices, applicable laws and County guidelines for release of information to the public. The selected vendor's policies and procedures manual shall include a policy on release of information to the public that reflects these practices, laws and guidelines. The selected vendor will comply and assist in the preparation and publication of all open records requests in accordance with the Georgia Open Records Act (see Section V. Contract Administration, paragraph I.)

**Animal Control Service Fees, Fee Collection Disposition**

A schedule of all anticipated revenue generated by animal sheltering service fees as defined on the Adoption Fee Schedule (Attachment A – 1) shall be provided by the respondent in its cost proposal. The schedule should reflect all anticipated revenue from all proposed animal sheltering activities.

In accordance with established County procedures, the selected vendor shall report the collection of all animal shelter fees authorized by the DeKalb County Animal Ordinances. Formal procedures and safeguards shall be in place for the collection, separation by type, reconciliation and deposit of all fees. The selected vendor will be required to accept payment

by cash, check and credit card. The selected vendor will also be responsible for tracking and recording new and existing accounts with unpaid fees and the collection of outstanding fees. The documents and revenues will be made available upon request for any audit.

### **Performance and Quality Standards**

The County will assess selected vendor's performance primarily in terms of the items below:

- Timely response to requests for service.
- Percent of outcomes resulting in redemption.
- Percent of outcomes resulting in adoption.
- Number of dog licenses issued.
- Responsiveness to service complaints (\*see below).
- Timeliness and accuracy of required monthly reports.
- Staffing levels and Work hours expended.
- Responsiveness to County requests for information and/or improved or modified services (\*\*see below).

\*All complaints that are submitted in writing to the selected vendor by the general public or received by the County regarding selected vendor services, shall be referred to the selected vendor to address and resolve. Regarding these complaints, the vendor will be required to report in writing to the County within the time period specified in the referral for each complaint.

\*\*The Project Administrator may forward to the selected vendor written communication requesting information and/or improvement or modification of animal shelter operation services. A County request for information may require the selected vendor to forward an existing record or document, or construct the information to provide response. Information will be provided to the County in writing within the time period specified in the request.

### **Year-to-Date Records**

On forms and with software approved by the Project Administrator, the selected vendor shall keep complete year-to-date records and files of the following:

- Animal intake and history at shelter facility
- Dispositions of all animals, including adoption, redemption, transfer, rescue and euthanasia
- Spay and neuter documentation
- Medical treatment administered
- Rabies vaccination certificates
- Licenses issued, expired licenses
- Fees collected and deposited
- Outstanding Fees
- Personnel records, which includes applications, performance

- reports, training certificates/records and qualifications/experience
- Complaints
- Records and documentation of volunteer activities
- Refund requests
- Staff pay and hours worked by individual/title
- Veterinarian hours/days worked
- Facility room use schedule and signed agreements
- Inventory, including equipment and supplies
- Purchases: supplies, operating expenses, etc.

### **Monthly Reports**

In accordance with the format approved by the Project Administrator, the selected vendor shall provide monthly, including year-to-date, reports of the numbers and characteristics for the items listed below. Monthly reports shall be due to DeKalb County by the 15<sup>th</sup> day after the end of each month, and should include the following information:

- Licenses issued, by category
- Rabies certificates collected, by category
- Fees, detailed by category, refunds of spay/neuter and rabies deposits
- Grants and additional funding received
- Personnel employed
- Monthly staffing numbers, by position
- Work hours performed, by position
- Staff turnover statistics
- Volunteer hours worked and summary of activities
- Staff-training completed
- Public education statistics and summary of activities
- Disposition of animals, by category and animal species
- Adoption statistics, including animals returned
- Inventory Reports - In a format approved by the Project Administrator, the selected vendor shall provide a monthly inventory report specifying current animal shelter supplies and equipment. Copies of receipts for equipment costs greater than \$500.00 shall be provided with the report.

County furnished property/services:

1. Facilities. The selected vendor shall perform all required animal shelter operation services at the animal shelter facility owned by DeKalb County, Georgia, unless written approval is obtained from the Project Administrator to perform services elsewhere. The current facility located at 3280 Chamblee-Dunwoody Road is 33,440 SF and has a total of 486 kennels/cages as follows:

Kennel Type 1:

Size 4' x 6' = 24 sf

Location: typical adoption rooms

Quantity: 200



Kennel Type 2:

Size 4.67' x 6' = 28 sf

Location: wider stalls in adoption rooms 33,34,35,36

Quantity: 8

Kennel Type 3:

Size 5' x 6' = 30 sf

Location: wider stalls in adoption rooms 29.5, 30.5, 31.5, 32.5

Quantity = 8

Kennel Type 4:

Size 3.83' x 10' = 38.3 sf

Location: typical isolation, south half

Quantity: 21

Kennel Type 5:

Size 4' x 10' = 40 sf

Location: typical isolation, north half

Quantity: 31

Kennel Type 6''

Size 5' x 10' - 50sf

Location: wider stalls in isolation rooms

Quantity: 4

Dog Cage Type 7:

Size 3' x 2.33' = 7sf

Location: adoption puppies

Quantity: 40

Dog Cage Type 8:

Size 6' x 2.33' = 14sf

Location: isolation puppies & dog hold

Quantity: 40

Cat Cage Type 9:

Size: 2.5' x 2.33' + shelf 2.5' x 1' = 8.3 sf

Location: 92 adoption cats, 24 quarantine cats

Quantity: 116

Cat Cage Type 10:

Size: 5' x 2.33' + shelf 2'-6'' x 1' = 14.15 sf

Location: isolation cats

Quantity: 18

2. Maintenance and Repairs. The County shall perform routine repairs and maintenance at the facility throughout the term of the contract. For maintenance requirements the selected vendor will contact the Department of Facilities Management at (404) 297-2575. The selected vendor is

responsible for cleaning the facility and grounds, including keeping the kennels in a clean and sanitary condition at all times including pest control services.

3. Use of Existing County Equipment. The selected vendor shall utilize existing County owned capital equipment including office furniture and machines, cages, appliances, lockers, kennel equipment, food-dispensing devices and euthanasia facilities. Care shall be taken to protect County equipment. At the end of the contract, an inventory must be completed. Selected vendor will repair or replace all damaged County equipment (normal wear and tear excluded).
4. Computer Hardware and Software. Selected vendor shall utilize existing County-owned hardware and software, unless given written consent by the Project Administrator to use other hardware and software.

Contractor furnished items:

Operating Supplies. The selected vendor shall be required to purchase all operating supplies with contract funds. These include, but are not limited to approved forms, educational and promotional materials, paper, toner, computer supplies, medicines, cleaning tools and detergents, disinfectants, uniforms and kennel garments, stretchers, approved animal feed, license tags. All supplies purchased with contract funds remain the property of DeKalb County. Selected Vendor should plan to conduct an operating supply inventory and purchase needed supplies at the beginning of the contract period.

Applicable regulations or specifications.

Code of DeKalb County, as revised March 15, 2016,  
Chapter 5: Animals O.C.G.A. §43-50-1 *et seq*  
O.C.G.A. §43-50-20 State Agriculture Rule 40-13-13  
Title 4: Animal Protection Act of the Georgia Code Constitution  
of the United States, 4th Amendment  
Department of Agriculture Code Ga. 40-13-13.02

### III. PROPOSAL FORMAT

Responders are required to submit their proposals in the following format:

#### A. Cost Proposal (10 points)

1. The cost proposal must be submitted in a separate, sealed envelope with the responder's name and "Cost Proposal for **Request for Proposals No. 18-500477 for Animal Shelter Operation Services for DeKalb County, Georgia**" on the outside of the envelope.
2. The sealed envelope containing the cost proposal is requested to be included in the sealed package containing the technical proposal.
3. **DO NOT INCLUDE FEES OR COSTS IN ANY AREA OUTSIDE OF THIS COST PROPOSAL.** Including fees in any area outside of the Cost Proposal in its separate, sealed envelope shall result in Responder's proposal being deemed non-responsive.
4. Responders are required to submit their costs on Attachment A, *Cost Proposal Form*. **Responder shall not alter the cost proposal form.**

#### B. Technical Proposal

**DO NOT INCLUDE ANY COSTS OF ANY KIND IN THE TECHNICAL PROPOSAL OR ON THE DISCS CONTAINING THE TECHNICAL PROPOSAL.**

1. Technical Proposals must be submitted in a sealed envelope(s) or box(es) with the responder's name and "**Request for Proposals No. 18-500477 for Animal Shelter Operation Services for DeKalb County, Georgia**" on the outside of each envelope or box.
2. Responder shall complete Attachment B, *Proposal Cover Sheet*, and include this as the first page of the technical proposal.
3. Technical Approach (**15 points**):
  - a. Responders are required to describe the procedures and methods that will achieve the required outcome of the project as specified herein;
  - b. Responders shall provide documentation of completed training as required herein;
  - c. Responders shall provide animal care policies and procedures manual for volunteers as well as employees to include, but limit to policies and procedures as outlined herein under Animal Care section.
  - d. Responder shall provide Public Relations and Outreach Plan as described herein.
4. Project Management (**20 points**):
  - a. Describe how the project will be organized and managed;
  - b. Describe progress reporting procedures for the project;

- c. Include the anticipated use of subcontractors or vendors; and
  - d. Describe the resources necessary to accomplish the purpose of the project.
5. **Personnel (15 points):**
- a. Identify the individuals who will be part of the project team;
  - b. Include any outside personnel, such as subcontractors; and
  - c. Provide detailed resumes of team members and subcontractors who will be directly working on the project.
  - d. Provide current valid license for Veterinarian and Veterinary Technician identified with proposal.
6. **Organizational Qualifications (20 points):**
- a. Describe Responder's experience, capabilities and other qualifications for this project;
  - b. How many years has Responder operated under current company name?
  - c. Has Responder ever been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government?
7. **Financial Responsibility (5 points):**  
 Responder must provide financial statements for the last three (3) years that evidences the responder's financial capabilities to perform the statement of work. (Audited statements are preferable but a minimum of balance sheet, income statement and cash flow statement may be accepted.) Provide year of incorporation (if applicable).
8. **References (5 points):**
- a. Responder shall provide three (3) references for projects similar in size and scope to the project specified herein using the *Reference and Release Form* attached hereto as Attachment C.
  - b. Provide three (3) references for each subcontractor proposed as a part of the project team. The references shall be for the same or similar types of services to be performed by the subcontractor (including LSBE-DeKalb and LSBE-MSA firms) on projects similar in size and scope to the project outlined in this RFP. Use Attachment D, Subcontractor Reference and Release Form. Make additional copies as needed.
9. Provide the following information: Are you a DeKalb County Firm? Yes/No.

**C. DeKalb First Ordinance (LSBE) Program (10 points)**

1. It is the objective of the Chief Executive Officer and Board of Commissioners of DeKalb County to provide maximum practicable opportunity for all businesses to participate in the performance of government contracts. The current DeKalb County List of Certified Vendors may be found on the County website at <http://www.DeKalbcountyga.gov/purchasing/pdf/supplierList.pdf>.

2. It is required that all responding Bidders attend the mandatory LSBE meeting within two weeks of the solicitation's advertisement, and comply, complete and submit all LSBE forms with the Bidder's response in order to remain responsive. Attendance can be in person, via video conference and teleconference. Video conferencing is available through Skype/Lync. Instructions for attendance via video conference can be found on the County's website at <https://www.DeKalbcountyga.gov/purchasing-contracting/DeKalb-first-lsbe-program>.
3. For further details regarding the DeKalb First Local Small Business Enterprise Ordinance, contact the LSBE Program representative at [pcadmin-ops@DeKalbcountyga.gov](mailto:pcadmin-ops@DeKalbcountyga.gov) or (404) 371-7051.

#### **D. Federal Work Authorization Program Contractor and Subcontractor Evidence of Compliance**

All qualifying contractors and subcontractors performing work with DeKalb County, Georgia must register and participate in the federal work authorization program to verify the work eligibility information of new employees. Successful responder(s) shall be required to register and participate in the federal work authorization program which is a part of Attachment F, *Sample County Contract*. In order for a Proposal to be considered, it is **mandatory** that the *Responder Affidavit*, Attachment G, be completed and submitted with responder's proposal.

#### **IV. CRITERIA FOR EVALUATION**

The following evaluation criteria and the maximum points stated below will be used as the basis for the evaluation of proposals.

- A. Cost (10 points)
- B. Technical Approach to the Project (15 points)
- C. Project Management (20 points)
- D. Personnel (15 points)
- E. Organizational Qualifications (20 points)
- F. Financial Responsibility (5 points)
- G. References (5 points)
- H. Local Small Business Enterprise Participation (10 points)
- I. Optional Interview (10 points) - bonus

#### **V. CONTRACT ADMINISTRATION**

##### **A. Standard County Contract**

The attached sample contract is the County's standard contract document (see Attachment F), which specifically outlines the contractual responsibilities. All responders should thoroughly review the document prior to submitting a proposal. Any proposed revisions to the terms or language of this document must be submitted in writing with the responder's response to the request for proposals. Since proposed revisions may result in a proposal being rejected if the revisions are unacceptable to the

County, responders should review any proposed revisions with an officer of the firm having authority to execute the contract. No alterations can be made in the contract after award by the Board of Commissioners.

## **B. Submittal Instructions**

**One (1) original Technical Proposal (hard copy) stamped “Original” and five (5) compact discs with each disc containing an identical copy of the Technical Proposal (do not include the Cost Proposal on the discs); and one (1) original (hard copy) Cost Proposal (see Section III.A. for additional instructions regarding submittal of Cost Proposal) must be submitted to the following address no later than 3:00 p.m. on September 7, 2018.**

DeKalb County Department of Purchasing and Contracting  
The Maloof Center, 2<sup>nd</sup> Floor  
1300 Commerce Drive  
Decatur, Georgia 30030

Proposals must be clearly identified on the outside of the packaging with the responder’s name and “RFP No. 18-500477 for Animal Shelter Operation Services for DeKalb County, Georgia” on the outside of the envelope(s) or box(es).

## **C. Pre-Proposal Conference and Site Visit**

A pre-proposal conference and site visit will be held at 10:00 a.m. on the 17<sup>th</sup> day of August, 2018 at DeKalb County Animal Shelter, 3280 Chamblee-Dunwoody Road, Chamblee, GA 30341. Interested responders are strongly encouraged to attend and participate in the pre-proposal conference and site visit. For information regarding the pre-proposal conference and site visit, please contact Brenda H. Redus at (404) 371-4943 or [bredus@dekalbcountyga.gov](mailto:bredus@dekalbcountyga.gov)

## **D. Questions**

All questions concerning the Project and requests for interpretation of the Contract may be asked and answered at the pre-bid conference; however, oral answers are not authoritative. Questions must be submitted to Brenda H. Redus, via email to [bredus@dekalbcountyga.gov](mailto:bredus@dekalbcountyga.gov) no later than 5:00 p.m. on August 20, 2018. Questions and requests for interpretation received by the Department of Purchasing and Contracting after this date will not receive a response or be the subject of addenda.

## **E. Acknowledgment of Addenda**

Addenda may be issued in response to changes in the RFP. It is the responsibility of the responder to ensure awareness of all addenda issued for this solicitation. Please acknowledge the addenda and submit to the Department of Purchasing and Contracting as requested. Responder may call Brenda H. Redus at (404) 371-4943 or send an email to [bredus@dekalbcountyga.gov](mailto:bredus@dekalbcountyga.gov) to verify the number of addenda prior to submission. Addenda issued for this project may be found on DeKalb County’s website, <https://www.DeKalbcountyga.gov/purchasing-contracting/bids-itb-rfps>.

## **F. Proposal Duration**

Proposals submitted in response to this RFP must be valid for a period of One Hundred Twenty (120) days from proposal submission deadline and must be so marked.

## **G. Project Administrator**

The County will designate a Project Administrator to coordinate this project for the County. The successful responder will perform all work required pursuant to the contract under the direction of and subject to the approval of the designated Project Administrator. All issues including, payment issues, shall be submitted to the Project Administrator for resolution.

## **H. Expenses of Preparing Responses to this RFP**

The County accepts no responsibility for any expenses incurred by the responders to this RFP. Such expenses are to be borne exclusively by the responders.

## **I. Georgia Open Records Act**

Without regard to any designation made by the person or entity making a submission, DeKalb County considers all information submitted in response to this solicitation to be a public record that will be disclosed upon request pursuant to the Georgia Open Records Act, O.C.G.A. §50-18-70 *et seq.*, without consulting or contacting the person or entity making the submission, unless a court order is presented with the submission. You may wish to consult an attorney or obtain legal advice prior to making a submission.

## **J. First Source Jobs Ordinance**

The DeKalb County First Source Jobs Ordinance requires contractors or beneficiaries entering into any type of agreement with the County, including purchase orders, regardless of what they may be called, for the procurement or disposal of supplies, services, construction projects, professional or consultant services, which is funded in whole or part with County funds or County administered funds in which the contractor is to receive \$50,000 or more in County expenditures or committed expenditures and recipient of urban redevelopment action grants or community development block funds administered in the amount of \$50,000 or more make a good faith effort to hire DeKalb County residents for at least 50% of jobs using the First Source Registry (candidate database). The work to be performed under this contract is subject to the provisions of the DeKalb County First Source Jobs Ordinance. Please complete the First Source Jobs Ordinance Acknowledgement and New Employee Tracking Form included in Attachment H, First Source Jobs Ordinance (with Exhibits 1 – 4) and submit with the responder's proposal.

For more information on the First Source Jobs Ordinance requirement, please contact WorkSource DeKalb at [www.worksourceDeKalb.org](http://www.worksourceDeKalb.org) or 404-687-3400.

## **K. Business License**

Upon award of the contract, successful responder shall submit a copy of its valid company business license. If the responder is a Georgia corporation, responder shall submit a valid county or city business license. If the responder is not a Georgia corporation, responder shall submit a certificate of authority to transact business in the state of Georgia and a copy of its valid business license issued by its home jurisdiction. If responder holds a professional certification which is licensed by the state of Georgia, then responder shall submit a copy of its valid professional license. Any license submitted in response to this requirement shall be maintained by the responder for the duration of the contract.

## **L. Ethics Rules**

Bidders are subject to the Ethics provision within the DeKalb County Purchasing Policy; the Organizational Act, Section 22A, the Code of DeKalb County; and the rules of Executive Order 2014-4. Any violations will be addressed, pursuant to these policies and rules.

To the extent that the Organizational Act, Section 22A, the Code of DeKalb County, and the rules of Executive Order 2014-4 allow a gift, meal, travel expense, ticket, or anything else of value to be purchased for a CEO employee by a contractor doing business with the County, the contractor must provide written disclosure, quarterly, of the exact nature and value of the purchase to the Chief Integrity Officer, if created, or the Finance Director or his/her designee. Every contractor conducting business with the County will receive a copy of these ethical rules at the time of execution of the contract.

## **M. Right to Audit**

The County shall have the right to audit all books and records, including electronic records, relating or pertaining to this contract or agreement, including but not limited to all financial and performance related records, property and equipment purchased in whole or in part with County funds and any documents or materials which support those records, kept under the control of the Contractor, including but not limited to those kept by the Contractor's employees, agents, assigns, successors and subcontractors. The County also has the right to communicate with Contractor's employees related to the audited records.

The Contractor shall maintain such books and records, together with such supporting or underlying documents and materials, for the duration of this contract and for seven (7) years after termination or expiration, including any and all renewals thereof. The books and records, together with supporting documents and materials shall be made available, upon request to the County or its designee, during normal business hours at the Contractor's office or place of business. In the event that no such location is available, then the books, records, and supporting documents shall be made available for audit at a time and location which is convenient for the County.



**N. Cooperative Procurement**

The County through P&C may permit piggybacks to this contract from other city, county, local authority, agency, or board of education if the vendor will extend the same prices, terms, and conditions to the city. Piggybacking shall only be available where competition was used to secure the contract and only for a period of 12-months following entry, renewal or extension of the contract. This provision shall not apply to any contract where otherwise prohibited or mandated by state law.

**VI. AWARD OF CONTRACT**

An evaluation committee will review and score all proposals and shall determine if interviews are necessary.

If interviews are conducted, firms may be scheduled for an oral presentation to the evaluation committee, not to exceed one hour's duration, in order to respond to questions from the evaluation committee relevant to the firm's proposal.

The evaluation committee will make its recommendation for award to the DeKalb County Board of Commissioners, who will make the final decision as to award of contract.

**THE COUNTY RESERVES THE RIGHT TO REJECT ANY AND ALL PROPOSALS, TO WAIVE INFORMALITIES, AND TO RE-ADVERTISE.**

Sincerely,



\_\_\_\_\_  
Brenda H. Redus  
Senior Procurement Agent  
Department of Purchasing and Contracting

- Attachment A: Cost Proposal
- Attachment B: Proposal Cover Sheet
- Attachment C: Contractor Reference and Release Form
- Attachment D: Subcontractor Reference and Release Form
- Attachment E: LSBE Opportunity Tracking Form
- Attachment F: Sample County Contract
- Attachment G: Responder Affidavit
- Attachment H: First Source Jobs Ordinance Information with Exhibits 1 - 4
- Attachment I: Preferred Employee Tracking Form
- Attachment J: DeKalb County Ordinance: Chapter 5
- Attachment K: Euthanasia Checklist

**ATTACHMENT A**

**COST PROPOSAL FORM**

(consisting of nine (9) pages)

**RFP NO. 18-500477**

**Animal Shelter Operation Services for DeKalb County, Georgia**

**Responder: Please complete the attached pages of the Cost Proposal Form, and return them with this cover page. The cost proposal must be submitted in a separate, sealed envelope with the Responder's name and "Request for Proposals No. 18-500477 for Animal Shelter Operation Services for DeKalb County, Georgia" clearly identified on the outside of the envelope.**

By signing this page, Responder acknowledges that he has carefully examined and fully understands the Contract, Scope of Work, and other attached documents, and hereby agrees that if his proposal is accepted, he will contract with DeKalb County according to the Request for Proposal documents.

Please provide the following information:

Name of Firm: \_\_\_\_\_

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

Contact Person Submitting Proposal: \_\_\_\_\_

Title of Contact Person: \_\_\_\_\_

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

Fax Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

\_\_\_\_\_  
Signature of Contact Person

\_\_\_\_\_  
Title of Contact Person

**ATTACHMENT A  
COST PROPOSAL FORM  
RFP No. 18-500477**

Responder: A **FIRM FIXED LUMP SUM** for each year of this multi-year contract for five (5) years to include all cost direct and indirect, administrative costs, and all things necessary for Animal Shelter Operation Services for DeKalb County, Georgia (Multi-year).

GRAND TOTAL (all years 1 thru 5):

---

(State the amount in writing on this line.)

\$ \_\_\_\_\_

(State amount in figures on this line.)

Percentage annual increase (if any) for each year: \_\_\_\_\_

**THE RESPONDER SHALL ALSO COMPLETE THE BREAKDOWN OF COSTS INCLUDED IN THIS COST PROPOSAL. ALL COSTS SPECIFIED, BUT NOT LIMITED TO, ON THE FOLLOWING FOUR (4) PAGES SHALL BE INCLUDED IN THE LUMP SUM COST ABOVE.**

**Company Name:** \_\_\_\_\_

**ATTACHMENT A  
 COST PROPOSAL FORM  
 RFP No. 18-500477  
 ANIMAL SHELTER OPERATION SERVICES FOR DEKALB COUNTY  
 YEAR ONE**

<b>Item No.</b>	<b>Description of Services included in Total Lump Sum Cost</b>	<b>Annual Total Price</b>
1.	Personnel Costs (including uniforms, volunteers, etc.)	\$
2.	Animal Care and Disposition	\$
3.	Customer Service/Facilities Operation	\$
4.	Veterinary Services	\$
5.	Licensing and Registrations	\$
6.	Public Relations and Education	\$
7.	Training	\$
8.	Subcontract with after-hours Veterinarian/Veterinary Technician	\$
9.	Facility Repairs and Maintenance	\$
10.	Preparation of a Disaster Preparedness Plan	\$
11.	Adoption Services	\$
12.	Reporting	\$
13.	<b>Subtotal of Items 1-12</b>	\$
14.	Deduct Amount of Offset by Annual Revenues*	\$
15.	Add <b>Optional</b> Operation of Retail Adoption Store	\$
16.	Additional items proposed by Responder:	\$
		\$
		\$
		\$
		\$
		\$
		\$
	<b>Total Year One Cost of Services</b>	\$

**\*List Anticipated Revenues generated by animal sheltering services as defined in the Adoption Fees Schedule (Attachment A-1) on the Form A – Anticipated Annual Revenues of the Cost Proposal.**

**ATTACHMENT A  
 COST PROPOSAL FORM  
 RFP No. 18-500477  
 ANIMAL SHELTER OPERATION SERVICES FOR DEKALB COUNTY  
 YEAR TWO**

<b>Item No.</b>	<b>Description of Services included in Total Lump Sum Cost</b>	<b>Annual Total Price</b>
1.	Personnel Costs (including uniforms, volunteers, etc.)	\$
2.	Animal Care and Disposition	\$
3.	Customer Service/Facilities Operation	\$
4.	Veterinary Services	\$
5.	Licensing and Registrations	\$
6.	Public Relations and Education	\$
7.	Training	\$
8.	Subcontract with after-hours Veterinarian/Veterinary Technician	\$
9.	Facility Repairs and Maintenance	\$
10.	Preparation of a Disaster Preparedness Plan	\$
11.	Adoption Services	\$
12.	Reporting	\$
13.	<b>Subtotal of Items 1-12</b>	\$
14.	Deduct Amount of Offset by Annual Revenues*	\$
15.	Add <b>Optional</b> Operation of Retail Adoption Store	\$
16.	Additional items proposed by Responder:	\$
		\$
		\$
		\$
		\$
		\$
		\$
	<b>Total Year Two Cost of Services</b>	\$

**\*List Anticipated Revenues generated by animal sheltering services as defined in the Adoption Fees Schedule (Attachment A-1) on the Form A – Anticipated Annual Revenues of the Cost Proposal.**

**ATTACHMENT A  
 COST PROPOSAL FORM  
 RFP No. 18-500477  
 ANIMAL SHELTER OPERATION SERVICES FOR DEKALB COUNTY  
 YEAR THREE**

<b>Item No.</b>	<b>Description of Services included in Total Lump Sum Cost</b>	<b>Annual Total Price</b>
1.	Personnel Costs (including uniforms, volunteers, etc.)	\$
2.	Animal Care and Disposition	\$
3.	Customer Service/Facilities Operation	\$
4.	Veterinary Services	\$
5.	Licensing and Registrations	\$
6.	Public Relations and Education	\$
7.	Training	\$
8.	Subcontract with after-hours Veterinarian/Veterinary Technician	\$
9.	Facility Repairs and Maintenance	\$
10.	Preparation of a Disaster Preparedness Plan	\$
11.	Adoption Services	\$
12.	Reporting	\$
13.	<b>Subtotal of Items 1-12</b>	\$
14.	Deduct Amount of Offset by Annual Revenues*	\$
15.	Add <b>Optional</b> Operation of Retail Adoption Store	\$
16.	Additional items proposed by Responder:	\$
		\$
		\$
		\$
		\$
		\$
		\$
	<b>Total Year Three Cost of Services</b>	\$

**\*List Anticipated Revenues generated by animal sheltering services as defined in the Adoption Fees Schedule (Attachment A-1) on the Form A – Anticipated Annual Revenues of the Cost Proposal.**

**ATTACHMENT A  
 COST PROPOSAL FORM  
 RFP No. 18-500477  
 ANIMAL SHELTER OPERATION SERVICES FOR DEKALB COUNTY  
 YEAR FOUR**

Item No.	Description of Services included in Total Lump Sum Cost	Annual Total Price
1.	Personnel Costs (including uniforms, volunteers, etc.)	\$
2.	Animal Care and Disposition	\$
3.	Customer Service/Facilities Operation	\$
4.	Veterinary Services	\$
5.	Licensing and Registrations	\$
6.	Public Relations and Education	\$
7.	Training	\$
8.	Subcontract with after-hours Veterinarian/Veterinary Technician	\$
9.	Facility Repairs and Maintenance	\$
10.	Preparation of a Disaster Preparedness Plan	\$
11.	Adoption Services	\$
12.	Reporting	\$
13.	<b>Subtotal of Items 1-12</b>	\$
14.	Deduct Amount of Offset by Annual Revenues*	\$
15.	Add <b>Optional</b> Operation of Retail Adoption Store	\$
16.	Additional items proposed by Responder:	\$
		\$
		\$
		\$
		\$
		\$
		\$
	<b>Total Year Four Cost of Services</b>	\$

1) \*List Anticipated Revenues generated by animal sheltering services as defined in the Adoption Fees Schedule (Attachment A-1) on the Form A – Anticipated Annual Revenues of the Cost Proposal.

**ATTACHMENT A  
 COST PROPOSAL FORM  
 RFP No. 18-500477  
 ANIMAL SHELTER OPERATION SERVICES FOR DEKALB COUNTY  
 YEAR FIVE**

Item No.	Description of Services included in Total Lump Sum Cost	Annual Total Price
1.	Personnel Costs (including uniforms, volunteers, etc.)	\$
2.	Animal Care and Disposition	\$
3.	Customer Service/Facilities Operation	\$
4.	Veterinary Services	\$
5.	Licensing and Registrations	\$
6.	Public Relations and Education	\$
7.	Training	\$
8.	Subcontract with after-hours Veterinarian/Veterinary Technician	\$
9.	Facility Repairs and Maintenance	\$
10.	Preparation of a Disaster Preparedness Plan	\$
11.	Adoption Services	\$
12.	Reporting	\$
13.	<b>Subtotal of Items 1-12</b>	\$
14.	Deduct Amount of Offset by Annual Revenues*	\$
15.	Add <b>Optional</b> Operation of Retail Adoption Store	\$
16.	Additional items proposed by Responder:	\$
		\$
		\$
		\$
		\$
		\$
		\$
	<b>Total Year Five Cost of Services</b>	\$

**\*List Anticipated Revenues generated by animal sheltering services as defined in the Adoption Fees Schedule (Attachment A-1) on the Form A – Anticipated Annual Revenues of the Cost Proposal.**



**\*FORM A – ANTICIPATED ANNUAL REVENUES**

<b>Item No.</b>	<b>Description of Anticipated Revenue</b>	<b>Annual Total Price</b>
1.		\$
2.		\$
3.		\$
4.		\$
5.		\$
6.		\$
7.		\$
8.		\$
9.		\$
10.		\$
11.		\$
12.		\$
13.		\$
14.		\$
15.		\$
16.		\$

**ATTACHMENT (A – 1)  
 COST PROPOSAL FORM  
 RFP No. 18-500477  
 ANIMAL SHELTER OPERATION SERVICES FOR DEKALB COUNTY**

**ADOPTION FEES SCHEDULE**

Description Fee Service	Fee
<b>Impoundment</b>	
Impounded – altered	\$ 30.00
Impounded - unaltered	\$ 60.00
Impounded Livestock	\$ 30.00
Impounded Livestock with trailer	\$ 65.00
Surrender fee residents and non-residents	\$ 35.00
<b>Boarding per day</b>	
Domestic	\$ 10.00
Livestock	\$ 15.00
Quarantine – flat fee	\$ 200.00
Animal Trap - refundable	\$ 20.00
<b>Adoption</b>	
Dogs	\$ 95.00
Cats	\$ 75.00
Dogs over 5 years old	\$ 40.00
Adoption of dog or cat to person over 55 years old	\$ 40.00
Rescue + incurred expenses	\$ 3.00
<b>Registration</b>	
Registration altered animal	\$ 10.00
Registration altered animal three (3) year	\$ 25.00
Registration unaltered animal	\$ 25.00
Registration unaltered animal three (3) year	\$ 60.00
Late registration ** more than 60 days	\$ 10.00
No proof of rabies vaccination	\$ 10.00
Dangerous animal	\$ 250.00
Potentially Dangerous animal	\$ 250.00
Vet administrative fee per registration	\$ 1.50

**ATTACHMENT B**  
**PROPOSAL COVER SHEET**

**NOTE:** Read all instructions, conditions and specifications in detail before completing this Request for Proposal.

Please complete and include this cover sheet with your technical proposal.

Company Name		Federal Tax ID#	
Complete Primary Address	<b>County</b>	City	Zip Code
Mailing Address (if different)	City	State	Zip Code
Contact Person Name and Title	Telephone Number (include area code)		
Email Address	Fax Number (include area code)		
Company Website Address	Type of Organization (check one) <input type="checkbox"/> Corporation <input type="checkbox"/> Joint Venture <input type="checkbox"/> Proprietorship <input type="checkbox"/> Government		
<p>Proposals for RFP No. 18-500477 Animal Shelter Operation Services for DeKalb County, Georgia described herein will be received in the Purchasing &amp; Contracting Department, Room 2<sup>nd</sup> Floor, The Maloof Center, 1300 Commerce Drive, Decatur, Georgia 30030 on <u>September 7, 2018 until 3:00 p.m. (EST)</u>. Proposals shall be marked in accordance with the RFP, Section V.B.</p> <p><b>CAUTION:</b> The Decatur Postmaster will not deliver certified or Special Delivery Mail to specific addresses within DeKalb County Government. When sending bids or time sensitive documents, you may want to consider a courier that will deliver to specific addresses.</p>			
<p>Proposal Cover Sheet should be signed by a representative of Proposer with the authority to bind Proposer to all terms, conditions, services, and financial responsibilities in the submitted Proposal.</p>			
Authorized Representative Signature(s)		Title(s)	
Type or Print Name(s)		Date	

**ATTACHMENT C**  
**CONTRACTOR REFERENCE AND RELEASE FORM**

List below at least three (3) references, including company name, contact name, address, email address, telephone numbers and contract period who can verify your experience and ability to perform the type of service listed in the solicitation.

Company Name	Contract Period		
Contact Person Name and Title	Telephone Number (include area code)		
Complete Primary Address	City	State	Zip Code
Email Address	Fax Number (include area code)		
Project Name			

Company Name	Contract Period		
Contact Person Name and Title	Telephone Number (include area code)		
Complete Primary Address	City	State	Zip Code
Email Address	Fax Number (include area code)		
Project Name			

Company Name	Contract Period		
Contact Person Name and Title	Telephone Number (include area code)		
Complete Primary Address	City	State	Zip Code
Email Address	Fax Number (include area code)		
Project Name			

**REFERENCE CHECK RELEASE STATEMENT**

You are authorized to contact the references provided above for purposes of this RFP.

Signed \_\_\_\_\_ Title \_\_\_\_\_  
(Authorized Signature of Proposer)  
Company Name \_\_\_\_\_ Date \_\_\_\_\_

**ATTACHMENT D**  
**SUBCONTRACTOR REFERENCE AND RELEASE FORM**

List below at least three (3) references, including company name, contact name, address, email address, telephone numbers and contract period who can verify your experience and ability to perform the type of service listed in the solicitation.

Company Name	Contract Period		
Contact Person Name and Title	Telephone Number (include area code)		
Complete Primary Address	City	State	Zip Code
Email Address	Fax Number (include area code)		
Project Name			

Company Name	Contract Period		
Contact Person Name and Title	Telephone Number (include area code)		
Complete Primary Address	City	State	Zip Code
Email Address	Fax Number (include area code)		
Project Name			

Company Name	Contract Period		
Contact Person Name and Title	Telephone Number (include area code)		
Complete Primary Address	City	State	Zip Code
Email Address	Fax Number (include area code)		
Project Name			

**REFERENCE CHECK RELEASE STATEMENT**

You are authorized to contact the references provided above for purposes of this RFP.

Signed \_\_\_\_\_ Title \_\_\_\_\_  
 (Authorized Signature of Proposer)  
 Company Name \_\_\_\_\_ Date \_\_\_\_\_

**ATTACHMENT E  
DEKALB FIRST LSBE INFORMATION  
WITH EXHIBITS A – B**

**SCHEDULE OF LOCAL SMALL BUSINESS ENTERPRISE PARTICIPATION  
OPPORTUNITY TRACKING FORM**

The Chief Executive Officer and the Board of Commissioners of DeKalb County believe that it is important to encourage the participation of small and local businesses in the continuing business of County government; and that the participation of these types of businesses in procurement will strengthen the overall economic fabric of DeKalb County, contribute to the County’s economy and tax base, and provide employment to local residents. Therefore, the Chief Executive Officer and the Board of Commissioners have made the success of local small businesses a permanent goal of DeKalb County by implementing the DeKalb First Local Small Business Enterprise Ordinance.

**PROVISIONS OF DEKALB FIRST LOCAL SMALL BUSINESS ENTERPRISE (LSBE)  
ORDINANCE**

Percentage of LSBE Participation Required
20% of Total Award

Certification Designation	Request For Proposals (RFP)
LSBE Within DeKalb (LSBE-DeKalb)	Ten (10) Preference Points
LSBE Outside DeKalb (LSBE-MSA)	Five (5) Preference Points
Demonstrated GFE	Two (2) Preference Points

Certified Local Small Business Enterprises (LSBEs) located within DeKalb County and prime contractors utilizing LSBEs that are locally-based inside DeKalb County shall receive ten (10) points in the initial evaluation of their response to any Request for Proposal. Certified LSBEs located outside of DeKalb County but within the nine (9) County Metropolitan Statistical Area (MSA) consisting of Cherokee, Clayton, Cobb, Douglas, Fayette, Fulton, Gwinnett, Henry and Rockdale Counties shall receive five (5) points in the initial evaluation of their response to any Request for Proposal. Prime Contractors who demonstrate sufficient good faith efforts in accordance with the requirements of the ordinance shall be granted two (2) points in their initial evaluation of responses to any Request for Proposal. Pro-rated points shall be granted where a mixture of LSBE-DeKalb and LSBE MSA firms are utilized. Utilization of each firm shall be based upon the terms of the qualified sealed solicitation.

Prime Contractor(s) deemed responsible and remains responsive to an Invitation to Bid (ITB) because they are either a certified LSBE-DeKalb or LSBE-MSA firm or has obtained **20% participation of an LSBE-DeKalb or LSBE-MSA firm, submits the lowest bid price shall be deemed the lowest, responsive and responsible bidder.**

Prime Contractor(s) deemed responsible and remains responsive to an Invitation to Bid (ITB) and documented good faith efforts, submits a lower bid price than a Prime Contractor that achieved

20% LSBE participation, or otherwise required benchmark, then the Prime Contractor who actually met the benchmark will be given the opportunity to match the lowest bid price of the Prime Contractor who only made good faith efforts. Prime Contractor(s) who choose **not** to match the lowest bid price, then the Prime Contractor who made the good faith efforts will be deemed the lowest, responsive and responsible bidder.

For all qualified sealed solicitations, the Director of Purchasing and Contracting, DeKalb County Government, shall determine if the bidder/proposer has included written documentation showing that at least twenty percent (20%) of the total contract award will be performed by a certified LSBE. This written documentation shall be in the form of a notarized Schedule of LSBE Participation (Attached hereto as "Exhibit A".) For all contracts, a signed letter of intent from all certified LSBEs describing the work, material, equipment and/or services to be performed or provided by the LSBE(s) and the agreed upon percentage shall be due with the bid or proposal documents and included with "Exhibit A". The certified vendor list establishes the group of Certified LSBE's from which the bidder/proposer must solicit subcontractors for LSBE participation. This list can be found on our website <http://www.DeKalbcountyga.gov/purchasing-contracting/about-purchasing-and-contracting> or obtained from the Special Projects LSBE Program team.

Prime Contractors failing to meet the LSBE benchmark must document and demonstrate Good Faith Efforts in accordance with the attached "Checklist for Good Faith Efforts" portion of "Exhibit A." The notarized Schedule of LSBE Participation shall be due and submitted with each bid or proposal. Failure to achieve the LSBE benchmark or demonstrate good faith efforts shall result in a bid or proposal being rejected. Prime Contractors that fail to attend the mandatory LSBE meeting in person or via video conference shall mean that the Prime Contractor has not demonstrated sufficient good faith efforts and its bid or proposal if submitted, shall be deemed non-responsive without any further review.

Upon award, Prime Contractors are required to submit a report detailing LSBE Sub-Contractor usage with each request for payment and not less than on a monthly basis. Prime Contractors shall ensure that all LSBE sub-contractors have been paid within seven (7) days of the Prime's receipt of payment from the County. Failure to provide requested reports/documentation shall constitute a material breach of contract, entitling the County to terminate the Contract for default or pursue other remedies. LSBE sub-contractors must confirm payments received from the Prime(s) for each County contract they participate in.

For eligible bids/proposals valued over \$5,000,000.00, the Mentor-Protégé provision of the Ordinance shall apply. Prime Contractors must agree to become mentors and take on an LSBE protégé in an effort to enhance the potential of future LSBEs. Qualifying projects shall be performed by both Mentor and Protégé through a subcontract between both parties. This requirement is in addition to all other applicable sections of the DeKalb First Ordinance. Please review the ordinance, section 2-214 or contact the LSBE Program Representative for detailed information regarding this initiative.

**EXHIBIT A**

**SCHEDULE OF DEKALB FIRST LOCAL SMALL BUSINESS ENTERPRISE  
PARTICIPATION  
OPPORTUNITY TRACKING FORM**

As specified, Bidders and Proposers are to present the details of LSBE participation below:

PRIME  
BIDDER/PROPOSER \_\_\_\_\_

SOLICITATION NUMBER: **RFP NO. 18-500477**

TITLE OF UNIT OF WORK – **Animal Shelter Operation Services for DeKalb County, Georgia**

1. My firm, as the prime bidder/proposer on this unit of work, is a certified (check all that apply):  
\_\_\_\_LSBE-DeKalb    \_\_\_\_LSBE-MSA
2. If you are a Certified LSBE-DeKalb or MSA, please indicate below the percentage of that your firm will carry out directly: \_\_\_\_\_.
3. If the prime bidder/proposer is a joint venture, please describe below the nature of the joint venture and level of work and percentage of participation to be provided by the LSBE-DeKalb or MSA joint venture firm.

\_\_\_\_\_

\_\_\_\_\_

4. List the LSBE-DeKalb or MSA subcontractors and/or firms (including suppliers) to be utilized in of this contract, if awarded. No changes can be made in the subcontractors listed below without the prior written approval of the County. Please attach a signed letter of intent from all certified LSBEs describing the work, materials, equipment or services to be performed and/or provided and the agreed upon percentage of work to be performed. A Letter of Intent form is attached hereto as “Exhibit B”.

Name of Company	
Address	
Telephone	
Fax	
Contact Person	
Indicate certification status and attach proof of certification: LSBE-DeKalb/LSBE-MSA	
Description of services to be performed	
Percentage of work to be performed	



Name of Company	
Address	
Telephone	
Fax	
Contact Person	
Indicate certification status and attach proof of certification: LSBE-DeKalb/LSBE-MSA	
Description of services to be performed	
Percentage of work to be performed	

Name of Company	
Address	
Telephone	
Fax	
Contact Person	
Indicate certification status and attach proof of certification: LSBE-DeKalb/LSBE-MSA	
Description of services to be performed	
Percentage of work to be performed	

Name of Company	
Address	
Telephone	
Fax	
Contact Person	
Indicate certification status and attach proof of certification: LSBE-DeKalb/LSBE-MSA	
Description of services to be performed	
Percentage of work to be performed	

Please attach additional pages, if necessary.

**EXHIBIT A, CONT'D**

**DEKALB COUNTY**  
**CHECKLIST FOR GOOD FAITH EFFORTS**

A bidder/proposer that does not meet the County's LSBE participation benchmark is required to submit documentation to support all "Yes" responses as proof of "good faith efforts." Please indicate whether or not any of these actions were taken:

	Yes	No	Description of Actions
1.			Prime Contractors shall attend a <b>MANDATORY LSBE</b> Meeting in person or via video conference within two-weeks of advertisement of the solicitation.
2.			Provide a contact log showing the company's name, contact person, address, email and contact number (phone or fax) used to contact the proposed certified subcontractors, nature of work requested for quote, date of contact, the name and title of the person making the effort, response date and the percentage of work.
3.			Provide interested LSBEs via email, of any new relevant information, if any, at least 5 business days prior to submission of the bid or proposal.
4.			Efforts made to divide the work for LSBE subcontracting areas likely to be successful and to identify portions of work available to LSBEs consistent with their availability. Include a list of divisions of work not subcontracted and the corresponding reasons for not including them. The ability or desire of a bidder/proposer to perform the contract work with its own organization does not relieve it of the responsibility to make good faith efforts on all scopes of work subject to subcontracting.
5.			Efforts were made to assist potential LSBE subcontractors meet bonding, insurance, or other governmental contracting requirements. Where feasible, facilitating the leasing of supplies or equipment when they are of such a specialized nature that the LSBE could not readily and economically obtain them in the marketplace.
6.			Communication via email or phone with DeKalb First Program Staff seeking assistance in identifying available LSBEs. Provide DeKalb First Program Staff representative name and title, and date of contact.
7.			For all contracts, a signed letter of intent from all certified LSBEs describing the work, materials, equipment or services to be performed or provided by the LSBE(s) and the agreed upon LSBE participation percentage shall be due with the bid or proposal documents.
8.			Other Actions, to include Mentor/Protégé commitment for solicitations \$5M and above (specify):

Please explain all "no" answers above (by number):

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This list is a guideline and by no means exhaustive. The County will review these efforts, along with attached supporting documents, to assess the bidder/proposer's efforts to meet the County's LSBE Participation benchmark. If you require assistance in identifying certified, bona fide LSBEs, please contact the Purchasing and Contracting Department - DeKalb First Program, Felton Williams, Procurement Projects Manager at 404-371-6312.

**EXHIBIT A, CONT'D**

**DEKALB FIRST LOCAL SMALL BUSINESS ENTERPRISE SCHEDULE OF  
PARTICIPATION  
OPPORTUNITY TRACKING FORM**

**Bidder/Proposer Statement of Compliance**

Bidder(s)/Proposer(s) hereby state that they have read and understand the requirements and conditions as set forth in the objectives and that reasonable effort were made to support the County in providing the maximum practicable opportunity for the utilization of LSBEs consistent with the efficient and economical performance of this contract. The Bidder and any subcontractors shall file compliance reports at reasonable times and intervals with the County in the form and to the extent prescribed by the Director of DeKalb County Purchasing and Contracting Department. Compliance reports filed at such times as directed shall contain information as to the employment practices, policies, programs and statistics of Contractors and their subcontractors.

**1. Non-Discrimination Policy**

- a. During the performance of this agreement, Contractor agrees to conform to the following Non-Discrimination Policy adopted by the County.
- b. Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability. The Contractor will take action to ensure that applicants are employed, and the employees are treated during employment without regard to their race, color, religion, sex, national origin, or disability. Such action shall include, but not be limited to, the following:
  - (1) Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places available to employees and applicants for employment, notices to be provided setting forth provisions of this non-discrimination clause.
  - (2) Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or disability.
- c. Without limiting the foregoing, Contractor shall not discriminate on the basis of disability in the admission or access to, or treatment or employment in, the programs and activities, which form the subject of the contract. The Contractor will take action to ensure that applicants for participation in such programs and activities are considered without regard to disability. Such action shall include, but not be limited to, the following:
  - (1) Contractor agrees to post in conspicuous places available to participants in its programs and activities notices to be provided setting forth the provisions of this non-discrimination clause.
  - (2) Contractor shall, in all solicitations or advertisements for programs or activities, which are the subject of the contract, state that all qualified

applicants will receive consideration for participation without regard to disability.

2. **Commitment**

The undersigned certifies that he/she has read, understands, and agrees to be bound by the bid specifications, including the accompanying Exhibits and other terms and conditions of the Invitation to Bid and/or Request for Proposal regarding LSBE utilization. The undersigned further certifies that he/she is legally authorized by the bidder or responder to make the statements and representations in Exhibit A and that said statements and representations are true and correct to the best of his/her knowledge and belief. The undersigned will enter into formal agreement(s) with the LSBE(s) listed in this Exhibit A, which are deemed by the owner to be legitimate and responsible LSBEs. Said agreement(s) shall be for the work and contract with the Prime Contractor. The undersigned understands and agrees that if any of the statements and representations are made by the Bidder knowing them to be false, or if there is a failure of the successful Bidder (i.e., Contractor) to implement any of the stated agreements, intentions, objectives, goals and commitments set forth herein without prior approval of the County, then in any such events the contractor's act or failure to act, as the case may be, shall constitute a material breach of contract, entitling the County to terminate the Contract for default. The right to so terminate shall be in addition to, and not in lieu of, any other rights and remedies the County may have for other defaults under the Contract. Additionally, the Contractor will be subject to the loss of any future contract awards by the County for a period of one year.

Firm Name (Please Print):

\_\_\_\_\_

Firm's Officer:

\_\_\_\_\_

(Authorized Signature and Title Required)

Date

Sworn to and subscribed to before me this \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

\_\_\_\_\_

Notary Public

My Commission Expires: \_\_\_\_\_

**EXHIBIT B**

**LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR  
PROVIDING MATERIALS OR SERVICES**

Instructions:

1. Complete the form in its entirety and submit with bid documents.
2. Attach a copy of the LSBE's current valid Certification Letter.

**To:** \_\_\_\_\_  
**(Name of Prime Contractor Firm)**

**From:** \_\_\_\_\_  **LSBE –DeKalb**  **LSBE –MSA**  
**(Name of Subcontractor Firm)** **(Check all that apply)**

**ITB Number:** RFP No. 18-500477

**Project Name:** Animal Shelter Operation Services for DeKalb County,  
Georgia

The undersigned subcontractor is prepared to perform the following described work or provide materials or services in connection with the above project (specify in detail particular work items, materials, or services to be performed or provided).

Description of Materials or Services	Project/Task Assignment	% of Contract Award

**Prime Contractor**

**Sub-contractor**

**Signature:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

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

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

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

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

**ATTACHMENT F**  
**SAMPLE COUNTY CONTRACT**

Sample Contract

**ATTACHMENT F**

**SAMPLE COUNTY CONTRACT**

**AGREEMENT FOR PROFESSIONAL SERVICES  
DEKALB COUNTY, GEORGIA**

THIS AGREEMENT made as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, (hereinafter called the “execution date”) by and between DEKALB COUNTY, a political subdivision of the State of Georgia (hereinafter referred to as the “County”), and \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_, with offices in \_\_\_\_\_, \_\_\_\_\_ (hereinafter referred to as “Contractor”), shall constitute the terms and conditions under which the Contractor shall provide \_\_\_\_\_ in DeKalb County, Georgia.

WITNESSETH: That for and in consideration of the mutual covenants and agreements herein set forth, the County and the Contractor hereby agree as follows:

**ARTICLE I. CONTRACT TERM**

The Contractor shall commence the Work under this Contract within ten (10) days from the acknowledgement of receipt of the Notice to Proceed. As required by O.C.G.A §36-60-13, this Contract shall (i) terminate without further obligation on the part of the County each and every December 31<sup>st</sup>, as required by O.C.G.A. § 36-60-13, as amended, unless terminated earlier in accordance with the termination provisions of this Contract; (ii) automatically renew on each January 1<sup>st</sup>, unless terminated in accordance with the termination provisions of this Contract; and (iii) terminate absolutely, with no further renewals, on December 31, 20XX, unless extended by Change Order adopted and approved by the DeKalb County Governing Authority and the Contractor in accordance with the terms of this Contract.

**ARTICLE II. PAYMENT**

As full payment for the faithful performance of this Contract, the County shall pay the Contractor, the Contract Price, which is an amount not to exceed \_\_\_\_\_ (\$\_\_\_\_\_), unless changed by written Change Order in accordance with the terms of this Contract. The term “Change Order” includes the term “amendment” and shall mean a written order authorizing a change in the Work, and an adjustment in Contract Price to Contractor or the Contract Term, as adopted and approved by the Contractor and the DeKalb County Governing Authority, or the Chief Executive Officer, if exempted from Governing Authority adoption and approval in accordance with the express terms of this Contract. The Chief Executive Officer or his/her designee shall have the authority to approve and execute a Change Order lowering the Contract Price or increasing the Contract Price up to twenty percent (20%) of the original Contract Price, provided that the total amount of the increase authorized by such Change Order is less than \$100,000.00. If the original Contract or Purchase Order Price does not exceed \$100,000.00, but the Change Order will make the total Contract Price exceed \$100,000.00, then the Change Order will require approval by official action of the Governing Authority. Any other increase of the Contract Price shall be by Change Order adopted and approved by the DeKalb County Governing Authority and the Contractor in accordance with the terms of this



Contract. Amounts paid to the Contractor shall comply with and not exceed Attachment A, the Contractor's Cost Proposal, consisting of \_\_\_\_\_ page(s) attached hereto and incorporated herein by reference. Payment is to be made no later than thirty (30) days after submittal of undisputed invoice.

Invoice(s) must be submitted as follows:

- A. Original invoice(s) must be submitted to:  
DeKalb County, Georgia  
Attention: "USER DEPARTMENT"

\_\_\_\_\_  
\_\_\_\_\_

- B. Upon award, Prime Contractor(s) with Local Small Business Enterprise (LSBE) Subcontractor(s) shall enter utilization reports electronically at [www.dekalbbsbe.info](http://www.dekalbbsbe.info). Proof of payment to the LSBE Subcontractor must be uploaded and submitted. LSBE Subcontractors shall confirm receipt of payment from the Prime, electronically also, at [www.dekalbbsbe.info](http://www.dekalbbsbe.info)

### **ARTICLE III. SCOPE OF WORK**

The Contractor agrees to provide all \_\_\_\_\_ services in accordance with the County's Request for Proposals (RFP) No. XX-XXXXXX for \_\_\_\_\_, attached hereto as Appendix I and incorporated herein by reference, and the Contractor's response thereto, attached hereto as Appendix II and incorporated herein by reference. The Contractor's services shall include all things, personnel, and materials necessary to accomplish specific projects authorized by the County. Specific Work Authorizations will have precedence over any interpretation within the Contract.

### **ARTICLE IV. GENERAL CONDITIONS**

A. **Accuracy of Work** The Contractor shall be responsible for the accuracy of the Work and any error and/or omission made by the Contractor in any phase of the Work under this Agreement.

B. **Additional Work** The County shall in no way be held liable for any work performed under this section which has not first been approved in writing by the County in the manner required by applicable law and/or the terms of this Contract. The County may at any time order changes within the scope of the Work without invalidating the Contract upon seven (7) days written notice to the Contractor. The Contractor shall proceed with the performance of any changes in the Work so ordered by the County unless such change entitles the Contractor to a change in Contract Price, and/or Contract Term, in which event the Contractor shall give the County written notice thereof within fifteen (15) days after the receipt of the ordered change, and the Contractor shall not execute such changes until it receives an executed Change Order from the County. No extra cost or extension of time shall be allowed unless approved by the County and authorized by execution of a Change Order. The parties' execution of any Change Order constitutes a final settlement of all matters relating to the change in the Work which is the subject of the Change Order. The County shall not be liable for payment for any work performed under this section which has not first been approved in writing by the County in the manner required by applicable law and/or the terms of this Contract.

C. **Ownership of Documents** All documents, including drawings, estimates, specifications, and data are and remain the property of the County. The Contractor agrees that the County may reuse any and all plans, specifications, drawings, estimates, or any other data or documents described herein in its sole discretion without first obtaining permission of the Contractor and without any payment of any monies to the Contractor therefore. However, any reuse of the documents by the County on a different site shall be at its risk and the Contractor shall have no liability where such documents are reused.

D. **Right to Audit** The County shall have the right to audit all books and records, including electronic records, relating or pertaining to this contract or agreement, including but not limited to all financial and performance related records, property, and equipment purchased in whole or in part with County funds and any documents or materials which support those records, kept under the control of the Contractor, including but not limited to those kept by the Contractor's employees, agents, assigns, successors and subcontractors. The County also has the right to communicate with Contractor's employees related to the audited records.

The Contractor shall maintain such books and records, together with such supporting or underlying documents and materials, for the duration of this contract and for seven (7) years after termination or expiration, including any and all renewals thereof. The books and records, together with supporting documents and materials shall be made available, upon request to the County or its designee, during normal business hours at the Contractor's office or place of business. In the event that no such location is available, then the books, records, and supporting documents shall be made available for audit at a time and location which is convenient for the County.

E. **Successors and Assigns** The Contractor agrees it shall not sublet, assign, transfer, pledge, convey, sell, or otherwise dispose of the whole or any part of this Contract or his right, title, or interest therein to any person, firm, or corporation without the previous written consent of the County. If the County consents to any such assignment or transfer, then the Contractor binds itself, its partners, successors and assigns to all covenants of this Contract. Nothing contained in this Contract shall create, nor be interpreted to create privity, or any other relationship whatsoever, between the County and any person, or entity or than Contractor.

F. **Reviews and Acceptance** Work performed by the Contractor shall be subject to review and acceptance in stages as required by the County. Acceptance shall not relieve the Contractor of its professional obligation to correct, at his own expense, any errors in the Work.

G. **Termination of Agreement** The Contractor understands and agrees that the date of the beginning of Work, rate of progress, and time for completion of the Work are essential conditions of this Contract. The County may, for its own convenience and at its sole option, without cause and without prejudice to any other right or remedy of County, elect to terminate the Contract by delivering to the Contractor, at the address listed in the Notices article of this Contract, a written notice of termination specifying the effective date of termination. Such notice shall be delivered to Contractor at least thirty (30) days prior to the effective date of termination. If Contractor's services are terminated by the County, the termination will not affect any rights or remedies of the County then existing or which may thereafter accrue against Contractor or its surety. In case of termination of this Contract before completion of the Work, Contractor will be paid only for the portion of the Work satisfactorily performed through the effective date of termination as determined by the County. Neither party shall be entitled to recover lost profits, special, consequential or punitive damages, attorney's fees or costs from the other party to this Contract for any reason whatsoever. This Contract shall not be deemed to provide any third-

party with any remedy, claim, right of action, or other right. The parties' obligations pursuant to this Section shall survive any acceptance of Work, or termination or expiration of this Contract.

H. **Indemnification Agreement** The Contractor shall be responsible from the execution date or from the time of the beginning of the Work, whichever shall be the earlier, for all injury or damage of any kind resulting from the Work, to persons or property, including employees and property of the County. The Contractor shall exonerate, indemnify, and save harmless the County, its elected officials, officers, employees, agents and servants, hereinafter collectively referred to in this Section as "the County Indemnitees," from and against all claims or actions based upon or arising out of any damage or injury (including without limitation any injury or death to persons and any damage to property) caused by or sustained in connection with the performance of this Contract or by conditions created thereby or arising out of or any way connected with Work performed under this Contract, as well as all expenses incidental to the defense of any such claims, litigation, and actions. Furthermore, Contractor shall assume and pay for, without cost to the County Indemnitees, the defense of any and all claims, litigation, and actions suffered through any act or omission of the Contractor, or any Subcontractor, or anyone directly or indirectly employed by or under the supervision of any of them. Notwithstanding any language or provision in this Contract, Contractor shall not be required to indemnify any County Indemnitee against claims, actions, or expenses based upon or arising out of the County Indemnitee's sole negligence. As between the County Indemnitees and the Contractor as the other party, the Contractor shall assume responsibility and liability for any damage, loss, or injury, including death, of any kind or nature whatever to person or property, resulting from any kind of claim made by Contractor's employees, agents, vendors, Suppliers or Subcontractors caused by or resulting from the performance of Work under this Contract, or caused by or resulting from any error, omission, or the negligent or intentional act of the Contractor, vendors, Suppliers, or Subcontractors, or any of their officers, agents, servants, or employees. The Contractor shall defend, indemnify, and hold harmless the County Indemnitees from and against any and all claims, loss, damage, charge, or expense to which they or any of them may be put or subjected by reason of any such damage, loss, or injury. The Contractor expressly agrees to provide a full and complete defense against any claims brought or actions filed against the County Indemnitees, where such claim or action involves, in whole or in part, the subject of the indemnity contained in this Contract, whether such claims or actions are rightfully or wrongfully brought or filed. The County has the sole discretion to choose the counsel who will provide the defense. No provision of this Contract and nothing herein shall be construed as creating any individual or personal liability on the part of any elected official, officer, employee, agent or servant of the County, nor shall the Contract be construed as giving any rights or benefits hereunder to anyone other than the parties to this Contract. The parties' obligations pursuant to this Section shall survive any acceptance of Work, or termination or expiration of this Contract.

I. **Insurance** Prior to commencing work, Contractor shall, at its sole expense, procure and maintain insurance of the types and in the amounts described below from insurer(s) authorized to transact business in the state where the work or operations will be performed by Contractor. Such insurance shall be placed with admitted insurers that maintain an A.M. Best's rating of not less than "A" (Excellent) with a Financial Size Category of VII or better with coverage forms acceptable to Contractor. The insurance described below shall be maintained uninterrupted for the duration of the project, including any warranty periods, and shall protect Contractor, and others as required by contract, for liabilities in connection with work performed by or on behalf of Contractor, its agents, representatives, employees or Contractors.

1. Certificates of Insurance in companies doing business in Georgia and acceptable

to the County covering:

- (a) Statutory Workers' Compensation Insurance, or proof that Contractor is not required to provide such coverage under State law;
    - (1) Employer's liability insurance by accident, each accident \$1,000,000
    - (2) Employer's liability insurance by disease, policy limit \$1,000,000
    - (3) Employer's liability insurance by disease, each employee \$1,000,000
  - (b) Professional Liability Insurance on the Contractor's services in this Agreement with limit of \$1,000,000;
  - (c) Commercial General Liability Insurance covering all operations with combined single limit of \$1,000,000;
  - (d) Comprehensive Automobile Liability Insurance with form coverage for all owned, non-owned and hired vehicles with combined single limit of \$1,000,000.
  - (e) Umbrella or Excess Insurance. Umbrella or excess insurance is to be provided with General Liability, Auto Liability and Employers Liability scheduled as underlying policies with limits not less than the following:  
\$5,000,000 per occurrence  
\$5,000,000 aggregate
2. Additional Insured Requirement:
- (a) The County, its elected officials, officers, employees and agents, hereinafter referred to in this article and in the article entitled "Certificates of Insurance" as "the County and its officers" are to be named as additional insured on all policies of insurance except worker's compensation insurance with no cross suits exclusion. The County and its officers shall be included as additional insureds under commercial general liability and commercial umbrella insurance, for liabilities arising out of both the ongoing and completed operations of Contractor. Such additional insured coverage shall be endorsed to Contractor's policy by attachment of ISO Additional Insured Endorsement forms CG 20 10 10 01 (ongoing operations) and CG 20 37 10 01 (products-completed operations), or form(s) providing equivalent coverage.
  - (b) All coverages required of the Contractor will be primary over any insurance or self-insurance program carried by the County.
  - (c) If the Contractor is a joint venture involving two (2) or more entities, then each independent entity will satisfy the limits and coverages specified here or the joint venture will be a named insured under each respective policy specified.
3. Fidelity Bond coverage shall be provided. Coverage limits shall not be less than the amount scheduled in the contract.
4. Certificates of Insurance must be executed in accordance with the following provisions:
- (a) Certificates to contain policy number, policy limits, and policy expiration date of all policies issued in accordance with this Agreement;
  - (b) Certificates to contain the location and operations to which the insurance applies;
  - (c) Certificates to contain Contractor's protective coverage for any

- subcontractor's operations;
- (d) Certificates to contain Contractor's contractual liability insurance coverage;
  - (e) Certificates are to be **issued** to:

**DeKalb County, Georgia**  
**Director of Purchasing & Contracting**  
**The Maloof Center, 2<sup>nd</sup> Floor**  
**1300 Commerce Drive**  
**Decatur, Georgia 30030**

5. The Contractor shall be wholly responsible for securing certificates of insurance coverage as set forth above from all subcontractors who are engaged in this work.
6. The Contractor agrees to carry statutory Workers' Compensation Insurance and to have all subcontractors likewise carry statutory Workers' Compensation Insurance.
7. Contractor agrees to waive all rights of subrogation and other rights of recovery against the County and its officers and shall cause each Subcontractor to waive all rights of subrogation for all coverage, excluding Professional E&O.
8. Failure of the County to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the County to identify a deficiency from evidence provided will not be construed as a waiver of the Contractor's obligation to maintain such coverage. Contractor understands and agrees that the purchase of insurance in no way limits the liability of the Contractor.
9. Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least sixty (60) days prior written notice to the County. Policies and Certificates of Insurance listing the County and its officers as additional insureds (except for workers' compensation insurance) shall conform to all terms and conditions (including coverage of the indemnification and hold harmless agreement) contained in this Contract.
10. If the County shall so request, the Contractor will furnish the County for its inspection and approval such policies of insurance with all endorsements, or confirmed specimens thereof certified by the insurance company to be true and correct copies. Contractor shall be responsible and have the financial wherewithal to cover any deductibles or retentions included on the certificate of insurance.

**J. Georgia Laws Govern** The laws of the State of Georgia shall govern the construction of this Contract without regard for conflicts of laws. Should any provision of this Contract require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party, by reason of the rule of construction, that a document is to be construed more strictly against the party who itself or through its agent prepared same; it being agreed that the agents of all parties have participated in the preparation hereof, and all parties have had an adequate opportunity to consult with legal counsel. In interpreting this Contract in its entirety, the printed provisions of this Contract, and any additions written or typed hereon, shall be given equal weight, and there shall be no inference by operation of law or otherwise; that any provision of this Contract shall be construed against either party hereto.

**K. Venue** This Agreement shall be deemed to have been made and performed in DeKalb County, Georgia. For the purposes of venue, all suits or causes of action arising out of this Agreement shall be brought in the courts of DeKalb County, Georgia.

L. **Contractor and Subcontractor Evidence of Compliance; Federal Work Authorization** Pursuant to O.C.G.A. §13-10-91, the County cannot enter into a contract for the physical performance of services unless the Contractor, its Subcontractor(s) and sub-subcontractor(s), as that term is defined by state law, register and participate in the Federal Work Authorization Program to verify specific information on all new employees. Contractor certifies that it has complied and will continue to comply throughout the Contract Term with O.C.G.A. §13-10-91 and any related and applicable Georgia Department of Labor Rule. Contractor agrees to sign an affidavit evidencing its compliance with O.C.G.A. §13-10-91. The signed affidavit is attached to this Contract as Attachment B. Contractor agrees that in the event it employs or contracts with any Subcontractor(s) in connection with this Contract, Contractor will secure from each Subcontractor an affidavit that certifies the Subcontractor's current and continuing compliance with O.C.G.A. §13-10-91 throughout the Contract Term. Any signed Subcontractor affidavit(s) obtained in connection with this Contract shall be attached hereto as Attachment C. Each Subcontractor agrees that in the event it employs or contracts with any sub-subcontractor(s), each Subcontractor will secure from each sub-subcontractor an affidavit that certifies the sub-subcontractor's current and continuing compliance with O.C.G.A. §13-10-91 throughout the Contract Term. Any signed sub-subcontractor affidavit(s) obtained in connection with this Contract shall be attached hereto as Attachment D.

M. **County Representative** The County may designate a representative through whom the Contractor will contact the County. In the event of such designation, said representative shall be consulted and his written recommendation obtained before any request for extra work is presented to the County. Payments to the Contractor shall be made only upon itemized bill submitted to and approved by said representative.

N. **Contractor's Status** The Contractor will supervise and direct the Work, including the Work of all Subcontractors. Only persons skilled in the type of work which they are to perform shall be employed. The Contractor shall, at all times, maintain discipline and good order among his employees, and shall not employ any unfit person or persons or anyone unskilled in the work assigned him. The relationship between the County and the Contractor shall be that of owner and independent contractor. Other than the consideration set forth herein, the Contractor, its officers, agents, servants, employees, and any Subcontractors shall not be entitled to any County employee benefits including, but not limited to social security, insurance, paid annual leave, sick leave, worker's compensation, free parking or retirement benefits. All services provided by Contractor shall be by employees of Contractor or its Subcontractors and subject to supervision by Contractor. No officer or employee of Contractor or any Subcontractor shall be deemed an officer or employee of the County. Personnel policies, tax responsibilities, social security payments, health insurance, employee benefits and other administrative policies, procedures or requirements applicable to the Work or services rendered under this Contract shall be those of the Contractor, not the County.

O. **Georgia Open Records Act** Contractor shall comply with the applicable provisions of the Georgia Open Records Act, O.C.G.A. §50-18-70 *et seq.*

P. **First Source Jobs Ordinance and Preferred Employees** The Contractor is required to comply with the DeKalb County First Source Jobs Ordinance, Code of DeKalb County as Revised 1988, section 2-231 *et seq.*, and among other things, is required to make a good faith effort to hire DeKalb County residents for at least fifty percent 50% of all jobs created by an Eligible Project, as that term is defined in the First Source Ordinance, using the First Source Registry. Contractors, subcontractors, and independent contractors bidding on this contract will be encouraged by DeKalb County to have 25% or more of their labor forces for this project

consist of Preferred Employees selected from the First Source Registry. The First Source Registry has Preferred Employees trained by U.S. Department of Labor registered apprenticeship programs and other partners. For information on Preferred Employees, please contact the DeKalb County Workforce Development by telephone at 404-687-3417 or 404-687-7171 or in person at 320 Church Street, Decatur, GA 30030.

Q. **Business License** Contractor shall submit a copy of its current, valid business license with this Contract. If the Contractor is a Georgia corporation, Contractor shall submit a valid county or city business license. If Contractor is a joint venture, Contractor shall submit valid business licenses for each member of the joint venture. If the Contractor is not a Georgia corporation, Contractor shall submit a certificate of authority to transact business in the state of Georgia and a copy of its current, valid business license issued by its home jurisdiction. If Contractor holds a professional license, then Contractor shall submit a copy of the valid professional license. Failure to provide the business license, certificate of authority, or professional license required by this section, may result in the Contract being terminated. Contractor shall ensure that any insurance, license, permit or certificate submitted in response to the County's RFP or as part of the Contract shall be current and valid when submitted, and shall remain valid, current and maintained in good standing for the Contract Term.

R. **Sole Agreement** This Contract constitutes the sole contract between the County and the Contractor. The terms, conditions, and requirements of this Contract may not be modified, except by Change Order. No verbal agreement or conversation with any officer, agent, or employee of the County, either before or after the execution of the Contract, shall affect or modify any of the terms or obligations herein contained. No representations, oral or written, shall be binding on the parties unless expressly incorporated herein. No Change Order shall be enforceable unless approved by official action of the County as provided by law or in this Contract.

S. **Attachments and Appendices** This Contract includes the following Attachments and Appendices all of which are incorporated herein by reference: Attachment A, Contractor's Cost Proposal; Appendix I, County's RFP; Appendix II, Contractor's Response; Attachment B, Contractor's Affidavit; Attachment C, Subcontractor's Affidavit(s); Attachment D, Sub-subcontractor's Affidavit(s); and Attachment E, Certificate of Corporate Authority or Joint Venture Certificate.

T. **Severability** If any provision of this Contract or the application thereof to any person or circumstance shall to any extent be held invalid, then the remainder of this Contract or the application of such provision to persons or circumstances, other than those as to which it is held invalid, shall not be affected thereby, and each provision of this Contract shall be valid and enforced to the fullest extent permitted by law.

U. **Notices** Any notice or consent required to be given by or on behalf of any party hereto to any other party hereto shall be in writing and shall be sent to the County's Chief Executive Officer and the Executive Assistant or to the Contractor or his authorized representative on the work site by (a) registered or certified United States mail, return receipt requested, postage prepaid, (b) personal delivery, or (c) overnight courier service. All notices sent to the addresses listed below shall be binding unless said address is changed in writing no less than fourteen days before such notice is sent. Future changes in address shall be effective upon written notice being given by the Contractor to the County's Executive Assistant or by the County to the Contractor's authorized representative via certified first class U.S. mail, return receipt requested. Such notices will be addressed as follows:

**If to the County:**

Chief Executive Officer  
1300 Commerce Drive, 6<sup>th</sup> Floor  
Decatur, GA 30030

and

Executive Assistant  
1300 Commerce Drive  
Decatur, Georgia 30030

With a copy to: Acting Chief Procurement Officer  
1300 Commerce Drive, 2<sup>nd</sup> Floor  
Decatur, Georgia 30030

With a copy to: Director of the Finance Department  
1300 Commerce Drive  
Decatur, Georgia 30030

**If to the Contractor:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**V. Counterparts** This Contract may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute one and the same Contract.

**W. Controlling Provisions** The Contract for this Project shall govern the Work. If any portion of the Contract shall be in conflict with any other portion, the various documents comprising the Contract shall govern in the following order of precedence: Contract, Change Orders or modifications issued after execution of the Contract; the provisions of the County's RFP; and the Contractor's Response thereto.

**[SIGNATURES CONTINUE ON NEXT PAGE]**



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in three counterparts, each to be considered as an original by their authorized representative.

**DEKALB COUNTY, GEORGIA**

By: \_\_\_\_\_ (SEAL)  
Signature

\_\_\_\_\_ **by Dir.**(SEAL)  
MICHAEL L. THURMOND  
Chief Executive Officer  
DeKalb County, Georgia

\_\_\_\_\_  
Name (Typed or Printed)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Federal Tax I.D. Number

\_\_\_\_\_  
Date

ATTEST:

ATTEST:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
BARBARA H. SANDERS, CCC, CMC  
Clerk of the Chief Executive Officer  
and Board of Commissioners of  
DeKalb County, Georgia

\_\_\_\_\_  
Name (Typed or Printed)

\_\_\_\_\_  
Title

APPROVED AS TO SUBSTANCE:

APPROVED AS TO FORM:

\_\_\_\_\_  
Department Director

\_\_\_\_\_  
County Attorney Signature

\_\_\_\_\_  
County Attorney Name (Typed or Printed)

**ATTACHMENT A**

**Contractor's Cost Proposal**

Sample Contract

APPENDIX I

Sample Contract

“Excerpts from the Contractor’s  
*Response to the County’s Request*  
for Proposals (RFP) No. XX-XXXXXX”

**APPENDIX II**

Sample Contract

**ATTACHMENT B**

**Contractor Affidavit under O.C.G.A. §13-10-91**

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 DEKALB COUNTY 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 Term 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. 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

\_\_\_\_\_  
Name of Project

\_\_\_\_\_  
DeKalb County Georgia Government

\_\_\_\_\_  
Name of Public Employer

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

Executed on \_\_\_\_\_, 20\_\_ in \_\_\_\_\_ (city), \_\_\_\_\_ (state).

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

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 \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:  
\_\_\_\_\_

**ATTACHMENT C**

**Subcontractor Affidavit under O.C.G.A. § 13-10-91**

By executing this affidavit, the undersigned Subcontractor 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 under a contract with \_\_\_\_\_(insert name of Contractor) on behalf of DEKALB 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 Subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the Subcontractor with the information required by O.C.G.A. § 13-10-91. Additionally, the undersigned Subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the Contractor within five business days of receipt. If the undersigned Subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned Subcontractor must forward, within five business days of receipt, a copy of the notice to the Contractor. Subcontractor 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 Subcontractor

\_\_\_\_\_  
Name of Project

\_\_\_\_\_  
DeKalb County Georgia Government

\_\_\_\_\_  
Name of Public Employer

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

Executed on \_\_\_\_\_, 20\_\_ in \_\_\_\_\_(city), \_\_\_\_\_(state).

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

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 \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

**ATTACHMENT D**

**Sub-subcontractor Affidavit under O.C.G.A. § 13-10-91**

By executing this affidavit, the undersigned sub-subcontractor 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 under a contract for \_\_\_\_\_ (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract) and \_\_\_\_\_ (name of Contractor) on behalf of DEKALB 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 sub-subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned sub-subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the sub-subcontractor with the information required by O.C.G.A. § 13-10-91(b). The undersigned sub-subcontractor shall submit, at the time of such contract, this affidavit to \_\_\_\_\_ (name of Subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Additionally, the undersigned sub-subcontractor will forward notice of the receipt of any affidavit from a sub-subcontractor to \_\_\_\_\_ (name of Subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Sub-subcontractor 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 Sub-subcontractor

\_\_\_\_\_  
Name of Project

DeKalb County Georgia Government \_\_\_\_\_

\_\_\_\_\_  
Name of Public Employer

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

Executed on \_\_\_\_\_, 20\_\_ in \_\_\_\_\_ (city), \_\_\_\_\_ (state).

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

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 \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

**ATTACHMENT E**  
**CERTIFICATE OF CORPORATE RESOLUTION**

I, \_\_\_\_\_, certify the following:

That I am the duly elected and authorized Secretary of \_\_\_\_\_ (hereinafter referred to as the “\_\_\_\_\_”), an \_\_\_\_\_ organized and incorporated to do business under the laws of the State of \_\_\_\_\_;

That said corporation has, through lawful resolution of the Board of Directors of the corporation, duly authorized and directed \_\_\_\_\_, in his official capacity as \_\_\_\_\_ of the corporation, to enter into and execute the following described agreement with DeKalb County, a political subdivision of the State of Georgia:

\_\_\_\_\_;

That the foregoing Resolution of the Board of Directors has not been rescinded, modified, amended, or otherwise changed in any way since the adoption thereof, and is in full force and effect on the date hereof.

IN WITNESS WHEREOF, I have set my hand and corporate seal;

This the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(CORPORATE  
SEAL)

\_\_\_\_\_  
(Secretary)



**ATTACHMENT G**

**RESPONDER AFFIDAVIT**

By executing this affidavit, the undersigned verifies its compliance with O.C.G.A. § 13-10-91, as amended, stating affirmatively that the responder submitting a bid to DEKALB COUNTY, GA, a political subdivision of the State of Georgia, has registered with and is participating in a federal work authorization program\* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91, as amended].

\_\_\_\_\_  
Responder's Name

\_\_\_\_\_  
Federal Work Authorization  
Enrollment Date

\_\_\_\_\_  
BY: Authorized Officer or Agent

\_\_\_\_\_  
Title of Authorized Officer or Agent of Bidder

\_\_\_\_\_  
Identification Number

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

\_\_\_\_\_  
Address (\*do not include a post office box)

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE  
\_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**ATTACHMENT H**  
**FIRST SOURCE JOBS ORDINANCE INFORMATION**  
**(WITH EXHIBITS 1 – 4)**

**EXHIBIT 1**

**FIRST SOURCE JOBS ORDINANCE ACKNOWLEDGEMENT**

**The DeKalb County First Source Ordinance** requires contractors or beneficiaries of eligible projects entering into any type of agreement with the County, including purchase orders, regardless of what they may be called, for the procurement or disposal of supplies, services, construction projects, professional or consultant services, which is funded in whole or part with County funds or County administered funds in which the contractor is to receive \$50,000 or more in County expenditures or committed expenditures and recipient of urban redevelopment action grants or community development block funds administered in the amount of \$50,000 or more to make a good faith effort to hire DeKalb County residents for at least 50% of jobs created using the First Source Registry (candidate database) within one hundred twenty (120) days of contract execution. The work to be performed under this contract is subject to the provisions of the DeKalb County First Source Jobs Ordinance. All contractors will be asked to submit an **Employment Roster** and/or copies of active payroll registers on a monthly basis to verify compliance. The undersigned acknowledges and agrees to comply with the provisions of the DeKalb County First Source Jobs Ordinance.

**CONTRACTOR OR BENEFICIARY INFORMATION:**

\_\_\_\_\_  
Contractor or Beneficiary Name (Signature)

\_\_\_\_\_  
Contractor or Beneficiary Name (Printed)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Email

\_\_\_\_\_  
Name of Business

Please answer the following questions:

1. How many job openings do you anticipate filling related to this contract? \_\_\_\_\_
2. How many incumbents/existing employees will retain jobs due to this contract?  
DeKalb Residents: \_\_\_\_\_ Non-DeKalb Residents: \_\_\_\_\_
3. How many work hours per week constitutes Full Time employment? \_\_\_\_\_

**Please return this form to WorkSource DeKalb, fax (404) 687-4099 or email to FirstSourceJobs@DeKalbcountyga.gov.**

WorkSource DeKalb 774 Jordan Lane, Building #4, Decatur, GA 30033 (404) 687-3400 www.worksourceDeKalb.org  
An Equal Opportunity Employer/Program and auxiliary aids and services are available upon request to individuals with disabilities.



**FIRST SOURCE JOBS ORDINANCE INFORMATION**  
**EXHIBIT 3**

**BUSINESS SERVICE REQUEST FORM**

**Please note: We need one form completed for each position that you have available.**

**DATE:** \_\_\_\_\_ **FEDERAL TAX ID:** \_\_\_\_\_

**COMPANY NAME:** \_\_\_\_\_ **WEBSITE:** \_\_\_\_\_

**ADDRESS:**

**(WORKSITE ADDRESS IF DIFFERENT):**

**CONTACT NAME:**

**CONTACT PHONE:** \_\_\_\_\_ **CONTACT FAX:** \_\_\_\_\_

**CONTACT E-MAIL ADDRESS:**

**Are you a private employment agency or staffing agency?**  **YES**  **NO**

---

**JOB DESCRIPTION: (PLEASE INCLUDE A COPY OF JOB DESCRIPTION)**

**POSITION TITLE:**

**NUMBER OF POSITIONS AVAILABLE:** \_\_\_\_\_ **TARGET START DATE:** \_\_\_\_\_

**WEEKLY WORK HOURS:** 20-30 hours  30-40 hours  Other

**SPECIFIC WORK SCHEDULE:**

**SALARY RATE(OR RANGE):**

**PERM**  **TEMP**  **TEMP-TO-PERM**  **SEASONAL**

**PUBLIC TRANSPORTATION ACCESSIBILITY** **YES**  **NO**

**IF SCREENINGS ARE REQUIRED, SELECT ALL THAT APPLY:**

**CREDIT**  **DRUG**  **MVR**  **BACKGROUND**  **OTHER** \_\_\_\_\_

**Please return form to: Business Solutions Unit (First Source)**  
774 Jordan Lane Bldg. #4  
Decatur, Ga. 30033  
Phone: (404) 687-3400  
FirstSourceJobs@DeKalbcountyga.gov



**ATTACHMENT I**

**PREFERRED EMPLOYEE TRACKING FORM**

**Name of Proposer:**

\_\_\_\_\_

**Address:**

\_\_\_\_\_

**Email:**

\_\_\_\_\_

**Phone Number:**

\_\_\_\_\_

**Fax Number:**

\_\_\_\_\_

**Do you anticipate hiring from the WorkSource DeKalb Preferred Employee Candidate Registry: Yes or No (Circle which applies.)**

**If so, approximate number of employees you anticipate hiring: \_\_\_\_\_**

<b>Type of Employee(s) or Position(s) you anticipate hiring:</b>	<b>The # you anticipate hiring:</b>

**ATTACHMENT J**

**DeKalb County Resolution  
Chapter 5 Registration of Animals and Fee Setting  
(as amended January 22, 2013)**

**AN ORDINANCE**

**AN ORDINANCE TO AMEND THE CODE OF DEKALB COUNTY, GEORGIA,  
CHAPTER 5, PERTAINING TO REGISTRATION OF ANIMALS, AND FOR OTHER  
PURPOSES.**

**WHEREAS**, the Governing Authority of DeKalb County is tasked with the protection of the public health, safety, and general welfare; and

**WHEREAS**, this ordinance is designed to provide the legislative framework for an updated animal registration process and focs;

**NOW, THEREFORE, BE IT ORDAINED** by the Governing Authority of DeKalb County, Georgia, and it is hereby ordained by the authority of same, that Chapter 5 of the Code of DeKalb County, Georgia, as Revised 1988, entitled "Animals," is amended as follows:

**PART I. ENACTMENT**

*Section 5-17 is deleted and a new Section 5-17 is added to read as follows:*

**Sec. 5-17. Rabies vaccination, rabies tag, and animal registration.**

- (a) The requirements of this section only apply to owners of dogs, cats or ferrets, provided the dog, cat or ferret is three (3) months old or older.
- (b) The chief executive officer shall promulgate and administer the process for verification of rabies vaccinations and registration of dogs, cats or ferrets set forth in this section and may utilize county employees or third parties to handle any or all parts of this process. The chief executive officer shall determine what information is needed from veterinarians and owners in order to verify rabies vaccinations and complete the required registration process.
- (c) It shall be the duty of any owner of any dog, cat, or ferret to obtain a current rabies vaccination from a licensed veterinarian periodically as ordered by the veterinarian.
- (d) After vaccination, it shall be the duty of any owner of any dog, cat or ferret to register each inoculated animal with the county or its designee



and pay a registration fee in an amount to be established by the governing authority.

- (e) Veterinarians shall verify that an animal has received a rabies vaccination and shall advise the county or its designee of said vaccination in a manner and form specified by the chief executive officer.
- (f) Each veterinarian shall obtain registration information from the owner of each inoculated animal and shall forward such information and verification of the rabies vaccination to the county or its designee within 30 days of inoculation of every dog, cat, or ferret.
- (g) Upon receipt of verification of rabies vaccination and the required registration information, the county or its designee shall contact the owner of the inoculated dog, cat, or ferret and shall require the owner to register the animal with the county. Upon registration of the dog, cat or ferret and payment of the registration fee, the county or its designee shall forward the appropriate rabies inoculation tag for that animal to the owner.
- (h) Registration also can be handled through a licensed veterinarian's office at the time of inoculation in the manner provided in this section. If a veterinarian agrees to handle registration, rabies inoculation tags shall be provided to licensed veterinarians. At the time of inoculation, veterinarians shall request that owners simultaneously pay the county's registration fee, which if collected shall be forwarded with the registration form and rabies certificate to the county or its designee by the veterinarian. For every registration fee collected by the veterinarian and remitted to the county or its designee, the veterinarian may keep an administrative processing fee in an amount to be established by the governing authority.
- (i) If an owner refuses to pay the registration fee to the veterinarian, the veterinarian shall notify the county or its designee of such refusal when it forwards the rabies certificate and the completed registration form to the county or its designee. Thereafter, the owner shall pay the registration fee directly to the county or its designee.
- (j) It shall be the duty of any owner of a dog, cat, or ferret to provide a collar or harness for such animal. The collar or harness, together with the rabies inoculation tag, shall be worn by the animal at all times.

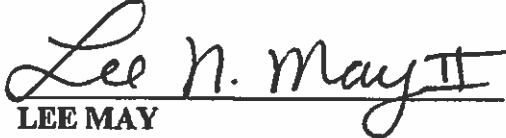
**PART II. EFFECTIVE DATE**

This ordinance shall become effective immediately after adoption by the Board of Commissioners and approval by the Chief Executive Officer.

**PART III. SEVERABILITY**


Should any section or provision of this ordinance be declared by a court of competent jurisdiction to be invalid or unconstitutional, such decision shall not affect the validity of the ordinance as a whole nor any part thereof other than the part so declared to be invalid or unconstitutional. All ordinances or resolutions or parts thereof in conflict with this ordinance are repealed.


ADOPTED by the DeKalb County Board of Commissioners, this 22 day of JANUARY, 2013

  
LEE MAY  
Presiding Officer  
Board of Commissioners  
DeKalb County, Georgia

[Signatures continued on next page]

APPROVED by the Chief Executive Officer of DeKalb County, this 24 day of JANUARY, 2013.

  
\_\_\_\_\_  
W. BURRELL ELLIS, JR.  
Chief Executive Officer  
DeKalb County, Georgia

ATTEST:  
  
\_\_\_\_\_  
BARBARA H. SANDERS, CCC  
Clerk to the Board of Commissioners  
and Chief Executive Officer of  
DeKalb County

APPROVED AS TO FORM:

\_\_\_\_\_  
VIVIANE H. ERNSTES  
Chief Assistant County Attorney

APPROVED AS TO SUBSTANCE:

\_\_\_\_\_  
WILLIAM Z. MILLER  
Director of Public Safety

**RESOLUTION**

**A RESOLUTION BY THE GOVERNING AUTHORITY  
OF DEKALB COUNTY, GEORGIA, TO SET FEES  
RELATED TO THE REGISTRATION OF ANIMALS, RABIES TAGS,  
AND ANIMAL SERVICES AND ENFORCEMENT**

**WHEREAS**, the Governing Authority of DeKalb County is charged with protecting the health, safety and welfare of the citizens of DeKalb County; and

**WHEREAS**, the Georgia Constitution and state law allow a county to grant permits and establish reasonable regulations governing police and animal services; and

**WHEREAS**, Section 9 of the Organizational Act of DeKalb County, Georgia, authorizes the Governing Authority to set fees for services offered by DeKalb County; and

**WHEREAS**, the fees set forth in Exhibit A defray the cost of providing the listed services;

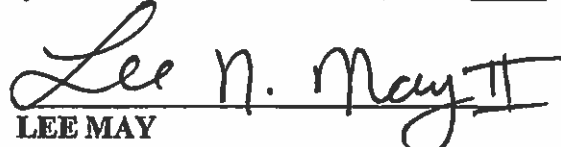
**NOW, THEREFORE, BE IT RESOLVED** by the Governing Authority of DeKalb County, Georgia, that the fees set forth in the attached Exhibit A are authorized, adopted and incorporated herein by reference.

**BE IT FURTHER RESOLVED**, that if any section, subsection, sentence, clause, phrase or other portion of this Resolution, or its application to any person, entity or circumstance, is held by a court of competent jurisdiction to be invalid, the remainder of the Resolution, or application of the provision to other persons, entities or circumstances, shall not be affected.

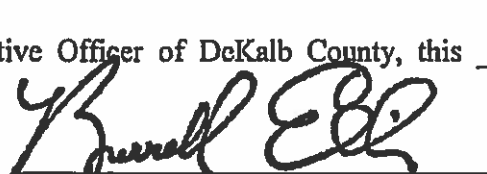
**BE IT FINALLY RESOLVED**, that said fees shall become effective on the same date the 2013 amendments to Section 5-17 of the Code of DeKalb County, as Revised 1988, become effective.

January 14, 2013

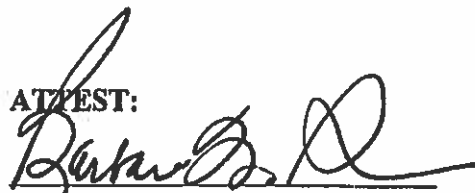
JANUARY ADOPTED by the DeKalb County Board of Commissioners, this 22 day of 2013.

  
LEE MAY  
Presiding Officer  
Board of Commissioners  
DeKalb County, Georgia

JANUARY APPROVED by the Chief Executive Officer of DeKalb County, this 24 day of 2013.

  
W. BURRELL ELLIS, JR.  
Chief Executive Officer  
DeKalb County, Georgia

ATTEST:

  
BARBARA H. SANDERS, CCC  
Clerk to the Board of Commissioners  
and Chief Executive Officer

APPROVED AS TO FORM:

\_\_\_\_\_  
VIVIANE H. ERNSTES  
Chief Assistant County Attorney

APPROVED AS TO SUBSTANCE:

\_\_\_\_\_  
WILLIAM Z. MILLER  
Public Safety Director

## ATTACHMENT K

### Euthanasia Checklist

1. Photo of animal (canine or cat) exactly matches Photo of animal scheduled for euthanasia. **Yes or No**
2. Animal is listed as a stray with “No Holds” listed on paperwork. **Yes or No**
3. Animal has been checked to verify male or female corresponding to cage card. **Yes or No**
4. The animal has been at Animal Services for the appropriate amount of time to be euthanized. **Yes or No**
5. Compliant number has been checked to verify status of animal (Example: Canine in for Cruelty Case and accidently was entered as stray ) **Yes or No**
6. Animal was removed from kennel listed on cage card. **Yes or No**
7. Scanned for Microchip **Yes or No**

Any question resulting in an answer of “No” will result in immediate stoppage of euthanasia process until verification can be made.

If you have any question at all that the animal scheduled for euthanasia is the wrong animal you must stop immediately.

**This form must be completed and attached to every cage card when euthanasia has been completed.**