

PURCHASING DEPARTMENT

12 EAST 4TH AVENUE, SUITE 106 • ROME, GEORGIA 30161
PHONE: 706.291.5118 • www.romefloyd.com

Request for Proposals

Veterinarian Sterilization Services

RFP #17-0404

Floyd County is requesting proposals from qualified individuals or firms to provide Veterinarian Sterilization Services as described in these documents. Work tasks described in this RFP will be performed at Public Animal Welfare Services Building at 99 North Avenue, Rome, Georgia, 30161. Qualified firms or individuals must provide a fee schedule for all services as requested. Interested person or firms may visit the existing facilities by contacting Jason Broome at 706-236-4545 to make an appointment.

All questions and answers should be sent simultaneously to Bill Gilliland, gillilandb@floydcountyga.org and Jason Broome, broomej@floydcountyga.org. All questions and answers will be posted to the joint City/County website www.rome/floyd.com. Verbal answers to questions are not binding.

Proposals must be delivered to the Floyd County Purchasing Department no later than **April 04, 2017 at 3:00 pm.**, local time. No proposals will be accepted after that time. Proposals should be sealed and clearly marked on the exterior of the envelope, **Sterilization Services-Bid 17-0404**.

This contract will be for a maximum of four (4) consecutive years. Initially for one (1) year with the opportunity for annual renewal each year provided that both parties are agreeable to renewal and the cost does not change.

It is the responsibility of interested parties to visit the www.romefloyd.com website frequently to insure receipt of any new information that may be provided.

BOARD OF COMMISSIONERS
RHONDA WALLACE, CHAIR
SCOTTY HANCOCK, VICE-CHAIR
WRIGHT BAGBY
ALLISON WATTERS
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ADMINISTRATION
JAMIE McCORD, COUNTY MANAGER
GARY BURKHALTER, ASSISTANT COUNTY MANAGER
BILL GILLILAND, INTERIM DIRECTOR

Veterinarian Sterilization Services
Request for Proposals

Floyd County is requesting proposals for veterinarian services to be performed at the PAWS facility at 99 North Ave Rome, GA 30161. Anticipated work load is estimated to be between 16 and 18 sterilizations per week with additional services being performed. The frequency of visits to PAWS for sterilizations and the time periods preferred should be included in the proposal. Preference will be given to those proposals that reduce or maintain the amount of time animals stay in the clinic awaiting sterilization. Floyd County will provide the following amenities, supplies and equipment for service to be administered:

- Space designed and dedicated to perform services, isolated key access to the facility, available desk space, utilities and restrooms without fee.
- Equipment available includes:
 - 1 Dry prep table with shared surgical light
 - 1 Wet prep table with shared surgical light
 - 1 Heated surgery table with dedicated light
 - 1 Heated beachhead
 - 2 Oxygen generators with isoflurane vaporizers
 - 2 Rolling IV stands
 - Appropriate seating for task
 - 3 Hands free scrub sinks
 - 4 Large canine recovery enclosures
 - 16 Medium recovery cages
 - Autoclave
 - Microscope
 - Centrifuge
 - Testing supplies for heartworm and feline combo
 - Rabies vaccinations
 - Microchips
 - Biohazard disposal services
 - Additional peripheral supplies as needed, IV fluids, needles, syringes, surgical instruments, sutures, tracheotomy tubes, surgical drape material, gauze, clippers, sterile scrub solutions, e-collars, surgical gloves, surgical monitor, electro cauterizer, isoflurane & anesthesia scavengers.
 - List any equipment not outlined above that you would require to perform these services:

- Floyd County will not provide:
 - Vet tech or support staff
 - DEA registration for purchase of drugs for sedation, Floyd County will provide funding for these supplies but the overseeing vet will carry recordkeeping responsibility. Floyd County will provide adequate safe for on-site storage if requested.
 - Standard trade tools i.e. stethoscopes

- Insurance related to malpractice
- Floyd County standard employee benefits

Please review and provide fee schedules for the services listed below:

- Sterilization of animals adopted from the PAWS facility and any/all services listed above:
 - Female felines: _____
 - Male felines: _____
 - Female canines: _____
 - Male canine: _____
 - List any additions or variances in fees with regards to animal weight or physical condition here:

- List any preference to days or time services can be performed:

INDEPENDENT CONTRACTOR AGREEMENT

THIS CONTRACT dated this _____ day of _____, 2017 by and between FLOYD COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF GEORGIA (hereinafter the "County"), and SAMPLE (hereinafter "Contractor").

W I T N E S S E T H:

FOR AND IN CONSIDERATION of the mutual covenants and promises contained herein and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties have agreed and by these presents do agree as follows:

1. **Contract for Services.**

1.1 Independent Contractor Retained. Contractor is a licensed veterinarian desiring to spay and neuter cats in Floyd County at a discounted rate as a service to the citizens of Floyd County. The County has offered and Contractor has accepted engagement as an independent contractor for the County to perform these services at the Public Animal Welfare office which is owned by the County and is situated at 99 North Ave, Rome, Ga. 30161. The parties stipulate that Contractor is not and shall not be an agent or employee of the County and may not bind the County to any obligation nor act in the County's behalf in any way and operates as an independent contractor only.

1.3 Term. This agreement shall commence as of _____ and terminate one (1) year from said date. Either party may terminate this Agreement at any time, with or without cause, upon thirty (30) days prior written notice to the other party.

1.4 Compensation. Contractor shall receive compensation as proposed according to Bid 17-0404. Rates will be subject to approval by Floyd County Management.

2. Miscellaneous Provisions.

- 2.1 Forum Selection. The parties hereto understand and agree that as an integral part of the consideration for the awarding of this contract, the parties hereto agree that the exclusive jurisdiction and venue for all actions, claims, or other legal proceedings arising in any manner pursuant to this contract (as to all specifications, conditions and parts thereof), shall be vested in the Superior Court of Floyd County, Georgia and no other state or federal court. The parties hereto accept for themselves, their successors and assigns, the jurisdiction of this Court and waive any defense of personal jurisdiction, forum non-conveniences, venue or similar defenses. The parties hereto irrevocably agree to be bound by any judgment rendered in the Superior Court of Floyd County, Georgia, exclusive of any and all other federal or state courts, in connection with this Agreement. The parties hereto further agree that this Agreement, and any conflict relative thereto, shall be governed by the laws of the State of Georgia, without regard to its conflict of laws principles.
- 2.2 Benefit of Bargain. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their respective successors and permitted assigns.
- 2.3 Required Writing. No waiver, alterations, modifications or cancellation of any provision of these terms and conditions shall be binding unless made in writing and signed by all affected parties.
- 2.4 Waiver. The delay or failure of either party at any time to require strict performance of any provision hereof shall in no way affect such party's right at a later time to enforce such provision. No course of dealing or failure of either party in exercising or enforcing any right hereunder shall constitute a waiver of such right or any other rights hereunder.
- 2.5 Severability. Should one or more of the provisions contained in this agreement be found for any reason to be invalid, illegal or unenforceable in any respect, such validity, illegality or unenforceability shall not affect any other provisions contained in this Agreement.
- 2.6 Entire Agreement. This Agreement constitutes the entire agreement between the parties, and supersedes all prior discussions, negotiations and communications whether oral or written. None of the terms and conditions in this Agreement may be modified by or interpreted by reference to any course of dealing or usage of trade and shall not be modified by any course of performance. Neither Contractor nor the County shall be bound by any promises, representations, warranties or affirmations not consistent with this Agreement and contained in the aforesaid agreements, documents and instruments.

- 2.7 Assignment. Neither party may assign in whole or in part, by operation of law or otherwise, this Agreement to any third party without the prior written consent of the other party. Any such purported assignment without such consent shall be void.
- 2.8 Drafting. The terms, provisions and agreements contained in this Agreement shall not be construed in favor of or against either party but shall be construed as if all parties prepared and drafted this Agreement.
- 2.9 Advice of Counsel. The parties represent and agree that they each fully understand their rights to discuss all aspects of this Agreement with their counselors and/or attorneys, that each party has carefully read and fully understands all the provisions of this Agreement and that each party is voluntarily and freely entering into this Agreement, without duress of any kind and in their respective best interests. The parties acknowledge that each party has been advised by the other party to consult with an attorney prior to executing any Agreement incorporating by reference these terms and conditions.
- 2.10 Clerical Errors. Stenographic and clerical errors are subject to correction by either party, but this Agreement may not otherwise be modified or rescinded except by a written change order or other document approved by all parties.
- 2.11 Indemnity, General. To the fullest extent permitted by law, the Contractor expressly assumes and agrees to indemnify and hold the County, its officers, directors, employees and agents (Indemnitees) harmless from all liabilities, claims, demands, and actions including all costs and legal fees, made by any person, firm or corporation, including employees, workmen, servants or agents of the Contractor and his subcontractors that may have been caused, or alleged to have been caused, directly or indirectly, in whole or in part, or by any act of omission or commission, negligent or otherwise, of the Contractor, his subcontractors their employees, workmen, servants or agents. In claims against any person or entity indemnified under this Paragraph by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Paragraph shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts. It is not the intention of this clause to provide indemnification for the Indemnitees for their intentional or willful misconduct.
- 2.12 Good Faith. Each party shall act in good faith in its performance of this and any and all associated Agreements.
- 2.13 TIME IS OF THE ESSENCE OF THIS AGREEMENT.
- 2.14 Notice. Any notice required under this Agreement shall be addressed and sent via regular US mail as follows:

Contractor: _____

The County: _____

[Signatures following]

WITNESS our hands and seals the date and year first above written.

THE COUNTY:

FLOYD COUNTY, GEORGIA

By: _____

RHONDA S. WALLACE, CHAIRMAN

CONTRACTOR:

Firm _____

By: _____ (SEAL)

BIDDERS DECLARATION

The bidder understands, agrees and warrants:

That the bidder has carefully read and fully understands the full scope of the specifications.

That the bidder has the capability to successfully undertake and complete the responsibilities and obligations in said specifications.

That this bid may be withdrawn by requesting such withdrawal in writing at any time prior to April 04, 2017 at 3:00 pm but may not be withdrawn after such date and time.

That Floyd County reserves the right to waive compliance by any applicant with any provision contained in this request whenever the County in its sole discretion believes such waiver is in the County's best interests

That by submission of this quote the bidder acknowledges that Floyd County has the right to make any inquiry or investigation it deems appropriate to substantiate or supplement information supplied by the bidder.

That the accompanying bid is not the result of or affected by, any act of collusion with another person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Georgia or United States law.

BIDDER:

Company Name: _____

Phone: _____

Name Print: _____

Signature: _____

Email: _____

Date: _____

CERTIFICATE OF NON-DISCRIMINATION

In connection with the performance of work under this contract, the bidder agrees as follows:

The bidder agrees not to discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, ancestry or disability. The vendor shall take affirmative action to insure that employees are treated without regard to their race, creed, color, sex, national origin, ancestry or disability. Such action shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruiting, or recruitment, advertising, lay-off or termination, rates of pay or other compensation and selection for training, including apprenticeship.

In the event of the bidder's non-compliance with this non-discrimination clause, the contract may be canceled or terminated by Floyd County Board of Commissioners. The bidder may be declared, by Floyd County, ineligible for further contracts with Floyd County until satisfactory proof of intent to comply shall be made by the vendor.

The bidder agrees to include this non-discrimination clause in any sub-contracts connected with the performance of this agreement.

BIDDER

SIGNATURE

TITLE



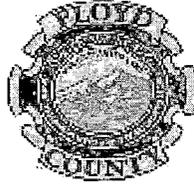
CERTIFICATE OF NON-COLLUSION

By responding to this solicitation, the supplier understands and agrees to the following:

1. That the submitted response constitutes an offer, which when accepted in writing by Floyd County, and subject to the terms and conditions of such acceptance, will constitute a valid and binding contract between the undersigned and Floyd County; and
2. That the supplier has read the specifications and requirements shown or referenced in the solicitation and that the supplier's response is made in accordance with the provisions of such specifications and requirements except as expressly stated otherwise in the supplier's response; and
3. That the supplier guarantees and certifies that all items included in the supplier's response meet or exceed any and all such stated specifications and requirements of the solicitation except as expressly stated otherwise in the supplier's response; and
4. That, if awarded a contract, the supplier will deliver goods and/or services that meet or exceed the specifications and requirements of the solicitation except as expressly stated otherwise in the supplier's response; and
5. That the response submitted by the supplier shall be valid and held open for a period of one hundred and twenty (120) days (or such other time period as identified in the solicitation) from the final solicitation closing date and that the response may be held open for an additional period of time subject to the supplier's consent; and
6. That the supplier's response is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. The supplier understands and agrees that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards; and
7. That the provisions of the Official Code of Georgia Annotated, Sections 36-91 have not been violated and will not be violated in any respect.

DO NOT MODIFY THE BID/PROPOSAL CERTIFICATION TERMS IN ANY WAY. THIS FORM MUST BE COMPLETED, SIGNED AND SUBMITTED WITH YOUR RESPONSE.

Contractor's Full Legal Name: (PLEASE TYPE OR PRINT)	
Authorized Signature:	
Printed Name and Title of Person Signing:	
Date:	
Company Address:	
FAX Number:	
Email Address:	
*This table must be completed in its entirety by the supplier.	



CERTIFICATE OF NON-COLLUSION

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3. That the supplier guarantees and certifies that all items included in the supplier's response meet or exceed any and all such stated specifications and requirements of the solicitation except as expressly stated otherwise in the supplier's response; and
4. That, if awarded a contract, the supplier will deliver goods and/or services that meet or exceed the specifications and requirements of the solicitation except as expressly stated otherwise in the supplier's response; and
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DO NOT MODIFY THE BID/PROPOSAL CERTIFICATION TERMS IN ANY WAY. THIS FORM MUST BE COMPLETED, SIGNED AND SUBMITTED WITH YOUR RESPONSE.

Contractor's Full Legal Name: (PLEASE TYPE OR PRINT)	
Authorized Signature:	
Printed Name and Title of Person Signing:	
Date:	
Company Address:	
FAX Number:	
Email Address:	
*This table must be completed in its entirety by the supplier.	

ATTACHMENT

**FLOYD COUNTY BOARD OF COMMISSIONERS
DRUG-FREE WORKPLACE CERTIFICATE**

By signature on this certificate, the Vendor certifies that the provisions of O.C.G.A. Section 50-24-1 through 50-24-6 related to the "Drug-Free Workplace Act" have been complied with in full. The Vendor further certifies that:

1. A drug-free workplace will be provided for the Vendor's employees during the performance of the contract; and
2. Each Vendor who hires a sub-Vendor to work in a drug-free workplace shall secure from that sub-Vendor the following written certification: "As part of the subcontracting agreement with (Vendor's name), (sub-Vendor's name) certifies to the Vendor that a drug-free workplace will be provided for the sub-Vendor's employees during the performance of this contract pursuant to O.C.G.A. Section 50-24-3(b)(7)."

By signature on this certificate, the Vendor further certifies that it will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this contract.

Vendor: _____

By: _____

Name Printed: _____

Title: _____

Date: _____

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

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

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

Address of Contractor

Name of Project

FLOYD COUNTY GEORGIA
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.
Executed on _____, ____ in 201__ in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

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

NOTARY PUBLIC

My Commission Expires:

(Notary Seal or Stamp Required)