



Finance Dept, Purchasing Division
155 South Seward Street,
Juneau, Alaska 99801
(907) 586-5258 Ph
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September 14, 2009

ADDENDUM #1 TO REQUEST FOR PROPOSAL # 10-006

Term Contract for Animal Control & Protection Services

The following items of the subject document are modified as herein indicated. All other items remain unchanged.

1. **REFER TO:** REQUEST FOR PROPOSALS RFP # 10-006, Term Contract for Animal Control & Protection Services.
DELETE IN ITS ENTIRETY
REPLACE WITH: Addendum # 1, REQUEST FOR PROPOSALS RFP # 10-006; Term Contract for Animal Control & Protection Services (Attached)
2. **Receipt of this addendum must be acknowledged** or your proposal may be considered non-responsive. Acknowledgment can be made by returning the signed addendum to the Purchasing Division prior to the proposal deadline (in person or to Fax # 907-586-4561), acknowledging receipt in your proposal, or by including a signed copy with your proposal.

Diane Andresen, Buyer
(907) 586-5258



Addendum #1
(Includes changes to this RFP)
REQUEST FOR PROPOSALS

RFP # 10-006

Term Contract for
Animal Control and Protection Services

Issued by:

Anne Stadychenko, Purchasing Officer
Purchasing Division

Date of Issue: August 28, 2009

Pre-Proposal Meeting: September 9, 2009, Wednesday, at 10:00 a.m., Alaska Time

Deadline for Questions: September 18, 2009, Alaska Time

Deadline for Proposals: September 29, 2009, Tuesday, prior to 2:00 p.m., Alaska Time

NOTE: Late proposals will not be accepted.

Proposal Submittals

Mailing/delivery times to Alaska may take longer than other areas of the United States. Late proposals will **not** be accepted.

Proposal documents delivered in person or by courier service must be delivered to:

PHYSICAL LOCATION

City and Borough of Juneau, Purchasing Division
105 Municipal Way, Room 300
Juneau, AK 99801

Proposal documents delivered by the U.S. Postal Service must be mailed to:

MAILING ADDRESS

City and Borough of Juneau, Purchasing Division
155 South Seward Street
Juneau, AK 99801

Print your company name and address on the upper left-hand corner of your envelope. Write the deadline date on the label below; cut it out and affix the label to the lower left-hand corner of your mailing envelope.

IMPORTANT		
S E A L E D	PROPOSAL NUMBER: RFP # 10-006	P R O P O S A L
	SUBJECT: Animal Control and Protection Services	
	PROPOSAL DEADLINE DATE:	
	TIME: PRIOR TO 2:00 P.M. ALASKA TIME	

TABLE OF CONTENTS

SECTION 1 - GENERAL INFORMATION

1.1	Purpose.....	1
1.2	Funding.....	1
1.3	Contract Period.....	1
1.4	Price Adjustment.....	1
1.5	Reduction in Scope of Work or Contract Cancellation.....	1
1.6	Deadline For Proposals.....	2
1.7	Pre-Proposal Meeting.....	2
1.8	Review of RFP.....	2
1.9	Questions Regarding RFP.....	2
1.10	Pre-Proposal Meeting/Teleconference Sign-up Sheet & Agenda.....	3

SECTION 2 - PROJECT INFORMATION

2.1	Project Background.....	5
2.2	Scope of Work.....	5
2.3	Deliverables and Deadlines.....	15
2.4	Additional Information.....	15

SECTION 3 - PROPOSAL CONTENT REQUIREMENTS

3.1	Title Page.....	17
3.2	Letter of Transmittal.....	17
3.3	Table of Contents.....	17
3.4	Understanding of the Project.....	17
3.5	Management, Methodology and Public Education.....	17
3.6	Experience and Qualifications.....	18
3.7	Facilities and Equipment.....	18
3.8	Juneau Proposer.....	18
3.9	Price Proposal.....	18

SECTION 4 – RULES GOVERNING COMPETITION

4.1	Evaluation.....	18
4.2	Criteria.....	18
4.3	Confidentiality and Public Records.....	20
4.4	Irrevocability.....	20
4.5	Costs.....	20
4.6	Right To Waive.....	20
4.7	Rejection of Proposals.....	20
4.8	Cancellation.....	21
4.9	Selection.....	21
4.10	Protests.....	21
4.11	Negotiations.....	21
4.12	Award.....	21

SECTION 5 - TERMS & CONDITIONS

5.1	Insurance Requirements	21
5.2	Review of Contract.....	21
5.3	Vendor Tax Status	21
5.4	Nondisclosure & Confidentiality	22
5.5	Licensing Requirements.....	22
5.6	Compensation	22
5.7	Additional Services.....	22
5.8	Substitutes	22
5.9	Definitions	23

ATTACHMENT A - Insurance Requirements

ATTACHMENT B - Proposal Evaluation Form

ATTACHMENT C - City & Borough of Juneau Standard Contract

ATTACHMENT D - Contractual Information

ATTACHMENT E - Sample Evaluation Form

ATTACHMENT F - Price Proposal & Budget (include with your proposal)

ATTACHMENT G - Fee Schedule

SECTION I - GENERAL INFORMATION

- 1.1 Purpose.** The City and Borough of Juneau (City or CBJ) seeks proposals from qualified parties to provide domestic animal control and enforcement, and to operate an animal control shelter and care facilities as may be necessary to receive, maintain, care for and provide for appropriate disposition of all domestic animals that come within the legal animal control authority of the City of Juneau.

It is the intent of the City to enter into a contract with the successful Proposer to provide domestic animal control and protection services and carry out the provisions of the CBJ Code Title 8 for the City and Borough of Juneau. Title 8 provisions can be found at <http://www.municode.com/resources/gateway.asp?pid=13307&sid=2> if you type in "Title 08 Animal Control and Protection". **Note:** The Assembly is currently reviewing revisions to Title 8. The final public hearing is currently scheduled for September 21, 2009. The revisions will go into effect 30 days after approval.

- 1.2 Funding.** Funding will be provided for in the Juneau Police Department budget. The approximate budget for this project is \$ 700,000 per fiscal year (12 months). In submitting a budget for this project, provide prices for a 12-month period only.

- 1.3 Contract Period.** This is a term contract. The initial contract period will be from January 1, 2010 through June 30, 2011, with three (3) optional one-year renewal periods. Renewals will be by mutual agreement, and will not be automatic. Renewals periods will be based upon the City's fiscal year of July 1 through June 30.

- 1.4 Price Adjustment.**

Price Adjustment for the first contract period (of 18 months): A price adjustment request may be submitted on or before March 31, 2010. The Contractor must provide data in writing that supports the request for the increase. The City may approve, modify or reject the request. The adjustment may not exceed a 5% increase to the initial contract account.

Price Adjustments for the renewal periods: Price adjustment requests are to be submitted with the Annual Funding Report, which is due on or before January 30th. (See 2.3 (c)). The Contractor must provide data that supports the request for the increase (such as increased cost of fuel, etc.) The City may approve, modify or reject the request. If a price adjustment is mutually agreed upon, the revised pricing will be in effect for the renewal period of July 1 through June 30th. The first renewal increase must be submitted on or before January 30, 2011, and will cover July 1, 2011 through June 30, 2012.

- 1.5 Reduction in Scope of Work or Contract Cancellation.** If the level of funding is reduced, limited or withdrawn, the City may reduce the scope of work and make changes in the compensation, or terminate the entire contract. If the contract is terminated, the

Contractor will be paid for fully documented work performed prior to termination. The Contractor will be notified in writing, by the Purchasing Division, 30 calendar days prior to any changes or termination.

- 1.6 **Deadline for Proposals.** 4 copies of sealed proposals must be received by the Purchasing Division **prior to 2:00 p.m., Alaska Time, Tuesday, September 29, 2009**, or such later time as the Purchasing Officer may announce by addendum to planholders at any time prior to the submittal date. Proposals will be time-stamped by the Purchasing Division. Late proposals will not be accepted and will be returned unopened. Faxed or emailed proposals will not be accepted.
- 1.7 **Pre-Proposal Meeting.** A non-mandatory pre-proposal meeting will be held at the **Municipal Building, 155 S. Seward Street, Juneau, Alaska, in Room 224 at 10:00 a.m. Alaska time on Wednesday, September 9, 2009.** Persons interested in submitting proposals are encouraged to attend in person. If unable to attend, teleconferencing capabilities exists. Please notify the buyer in advance, at 586-5258, if you need teleconferencing information. Please confirm participation by completing and returning the "Pre-proposal Sign-Up Sheet" at the end this Section, at least 24 hours before the pre-proposal meeting or by calling (907) 586-5258. Interested persons are encouraged to fax their written questions in advance of the meeting.
- 1.8 **Review of RFP.** Proposers should carefully review this RFP for defects and questionable or objectionable material. Comments must be made in writing and received at least 10 days prior to proposal deadline. This will allow issuance of any necessary addenda, if appropriate. The Purchasing Officer will not uphold protests based on any omission or error, or on the content of the RFP, if these faults have not been brought to the attention of the Purchasing Officer as noted above.
- 1.9 **Questions Regarding This RFP.** The City Purchasing Officer or her designated buyer is the sole point of contact for this RFP. Requests for an interpretation must be made in writing (fax or email) at least ten (10) days prior to proposal deadline. No oral interpretations concerning this RFP will be made. The Buyer for this procurement is:

Diane Andresen, CPPB
PHONE (907) 586-5258 or (907) 586-0311 (direct line)
FAX (907) 586-4561

AGENDA

PRE-PROPOSAL MEETING

10:00 a.m. Alaska time on Wednesday, September 9, 2009

Room 224, Municipal Building (City Hall), 155 S. Seward Street, 2nd Floor

IT IS HELPFUL TO HAVE A COPY OF THE REQUEST FOR PROPOSALS AVAILABLE TO USE AS A REFERENCE DURING THE MEETING

City & Borough of Juneau Request for Proposal (RFP) No. 10-006

ANIMAL CONTROL AND PROTECTION SERVICES

- I. Introduction of Attendees, Diane Andresen, Purchasing Division
 - A. City & Borough of Juneau
Cindee Mills-Brown, Administrative Manager, Juneau Police Department
Diane Andresen, Buyer
 - B. Plan holder participants present in the conference room
 - C. Plan holder participants on the teleconference line (if applicable)
- II. Purpose of the Pre-proposal Conference, Diane Andresen, Purchasing Division
- III. Review of the project-specific parts of the RFP, Cindee Mills-Brown, Administrative Manager, Juneau Police Department
 - A. 1.0 GENERAL INFORMATION
 - B. 2.0 PROJECT INFORMATION
 - C. Attachments D, E and F
 - D. Response to questions submitted before the pre-proposal conference
 - E. Response to questions submitted by the participants of the pre-proposal conference
- IV. Terms and Conditions will be reviewed **briefly**, and questions answered, Diane Andresen, CPPB
 - A. 3.0 PROPOSAL CONTENT REQUIREMENTS
 - B. 4.0 RULES GOVERNING COMPETITION
 - C. 5.0 TERMS AND CONDITIONS
 - E. Attachments A, B and C
- V. Summary, Diane Andresen, Purchasing Division
- VI. Adjournment

SECTION 2 – PROJECT INFORMATION

2.1 Project Background. The City & Borough of Juneau proposes to engage the services of a qualified organization or firm to provide domestic animal control and protection services. The City presently, and has since the early 1970's, contracted with the Gastineau Humane Society for the housing, care, feeding and disposition of animals, and for domestic animal control services.

The funding for animal control operations is provided by the City through the Police Department. The Police Department Administrative Manager serves as the Contract Administrator for this project. The Police Department will begin contract administration upon contract award. However, during the RFP solicitation process, the Purchasing Division is the sole point of contact for this project.

2.2 Scope of Work. The following services shall be required in the performance of this contract, and in achieving the City's project objectives:

2.2.1 Management and Operation

- a. The Contractor will provide all domestic animal control services in the City & Borough of Juneau as outlined below, as a separate, non-related entity of the City.
- b. The Contractor agrees to comply with all statutes and regulations, whether Federal, State, or Municipal, respecting the apprehending, maintaining, feeding, housing, and disposing of domestic animals.
- c. The Contractor shall provide and operate such animal control shelter and care facilities as may be necessary to receive, maintain, care for and provide for the appropriate disposition of all domestic animals that come within the legal animal control authority and responsibility of the City.
- d. The Contractor shall provide proper food, water, shelter, and other proper and humane treatment for impounded domestic animals while such animals are in the Contractor's possession and until placed or otherwise humanely disposed of by the Contractor.
- e. The Contractor shall provide for the humane disposal of unclaimed domestic animals after holding them for no fewer than 72 hours, unless, at the direction of a qualified veterinarian, sickness or injury requires earlier disposal. Under no circumstances shall unadopted domestic animals be sold for purposes of medical research or other activities, which may harm them. The Contractor shall be responsible for maintaining domestic animals beyond the minimum 72 hours as may be required for the completion of any judicial process or to the extent required by law.

- f. The Contractor shall maintain regular, publicized office hours at the animal shelter to respond to telephone inquiries, to receive animals, to accept applications for the redemption of impounded animals and to otherwise perform its duties under this contract. This will be at a minimum of 8 hours per weekday and 4 hours on Saturday or Sunday. The Contractor must notify the City's Contract Administrator in writing of any anticipated changes in operational hours at least seven (7) calendar days prior to a change. The City must agree with the Contractor's proposed operating hour change prior to the change and will provide a written response.
- g. Telephones must be answered during regular business hours and there must be an emergency call out roster as outlined in #k below.
- h. The Contractor shall employ qualified animal control officers and other staff to provide the services required under this contract and shall at all times be responsible for the conduct of said employees.
- i. The Contractor shall, to the extent practical and reasonable, attempt to have its animal control officers conduct their patrols with only one animal control officer per animal control vehicle, in order to have more vehicles on the road at any given time.
- j. The Contractor shall have animal control officers on duty for twelve (12) hours per day, seven (7) days a week.
- k. The Contractor shall maintain a current call-out roster of its animal control staff and provide such a roster to the City's Contract Administrator. This roster will be, or will include, a designated list of the animal control officers to be contacted in sequential order, in the event a response to an incident is required. The criteria used to call out animal control officers will be determined by mutual agreement between Contractor and the Contract Administrator. The call-out roster is subject to review by the City.
- l. The Contractor is hereby authorized to do the following:
 - issue dog licenses;
 - impound all domestic animals coming into its control and custody as a result of violations of the animal regulations;
 - place or humanely dispose of such domestic animals; and
 - manage and enforce the animal regulations and rabies control programs pursuant to current and future ordinances.
- m. The Contractor shall report to the City Contract Administrator, or designee, who shall act as liaison between Contractor and City for all matters relating to Contractor's performance of its obligations pursuant to this contract. Unresolved conflicts are to be handled by the Purchasing Division.

- n. The Juneau Police Department, City Manager, and City Attorney shall have administrative authority to establish policies and procedures pertaining to:
- Training of animal control officers regarding proper conduct and enforcement actions;
 - How and when citations will be issued and notifications of same made; and
 - Setting guidelines regarding legal enforcement issues.

2.2.2 Shelter Requirements, Veterinary Services, and Animal Services

a. **Shelter Building Requirements**

- The Contractor must have premises suitable for Animal Control services within the City & Borough of Juneau. These premises must be sufficient for the keeping of domestic animals which are retained by or surrendered to the Contractor until such a time as the animals are reclaimed by their owners, adopted or disposed of. The quarters have to be acceptable to the City and should be maintained at least to the National Animal Control Association's Guidelines (<http://www.nacanet.org/mainpolicy.html>). The quarters are to be available for inspection by the City during working hours.
- The shelter shall also have an adequate number of kennels and facilities for domesticated animals as outlined in the City's ordinance. This includes, but is not limited to isolation facilities for sick dogs and cats and quarantine facilities for biters or injured animals which are not necessarily sick.
- The Contractor shall have comprehensive written policies and procedure established for proper care and handling of domestic animals. Proper care includes, but is not limited to, appropriate and sanitary food and water, regular cleaning of kennels and cages (as outlined below), kindly handling, veterinarian care and/or medication that will alleviate animals suffering as determined by a veterinarian, and vaccination schedule (including rabies).
- The Contractor shall provide daily cleaning of all shelter and kennel areas, food and water bowls, hallways and equipment; collection and proper disposal of animal refuse, manure or other animal waste. The animal shelter shall be maintained in a clean and sanitary manner and the Contractor will not allow any condition to exist which might constitute a public nuisance.
- Humane care and treatment shall be given to all creatures held in custody. Adequate housing and food shall be provided and the shelter shall not be overpopulated as outlined in the NACA Guidelines referenced above. The Contractor shall be responsible for the care, medical treatment, medication and inoculation required to assure humane treatment of the domestic animals received into the Contractor's facility

- The Contractor shall maintain adequate staff levels to ensure all services outlined in the contract are provided in an efficient and professional manner.
- The shelter shall, at a minimum, comply with the standards set forth in the National Animal Control Association's Guidelines (<http://www.nacanet.org/mainpolicy.html>) for the operation of the animal shelter.
- The facility site shall be in conformance with the local zoning regulations and shall comply with all federal, state and local regulations.
- [After hour animal drop off is desirable, but not required.](#)

b. Veterinary Services

- The Contractor shall provide humane treatment of all domestic animals while in the shelter; provide basic first aid services, including licensed veterinary care, at the Contractor's expense, for all sick and injured [domestic](#) animals and [livestock](#).
- The Contractor shall ensure that all veterinarian services, including all required rabies vaccinations, are provided by qualified personnel licensed by the State of Alaska Veterinary Medical Association.
- The Contractor shall provide humane destruction of domestic animals as required in cooperation with a licensed veterinarian in a manner that conforms to the Alaska Veterinary Medical Association. This includes disposition of any domestic animal carcasses as required.

c. Rescue of Animals and Adoption Services

- It shall be the Contractor's responsibility to promptly attempt to notify the owner of any domestic animal taken into custody when the owner can be identified.
- The Contractor shall be responsible for making every reasonable effort to prepare and present domestic animals for adoption by the public and to facilitate the same. All domestic animals released for adoption shall be vaccinated and either spayed or neutered.
- The Contractor shall provide an adoption program similar to that previously provided to the City. The adoption program shall be conducted to ensure humane, permanent homes for domestic animals. The Contractor must maintain a documented adoption procedure and maintain complete records

of all adoption attempts and placements. These records are to be kept for a minimum of five (5) years, are to be in and Excel format and turned over to the City within thirty (30) calendar days of contract termination.

- The Contractor shall provide, or subcontract with another shelter to provide for adoption of domestic animals that are surrendered to the shelter or permanently removed from the owner for violations. If a partnering situation is to be used, that information is to be provided in the proposal, when submitted.
- The Contractor shall, in addition to the other duties set forth herein, be subject to call at anytime, day or night, to rescue any injured domestic animal or any domestic animal which is trapped, or otherwise unnaturally restrained and shall be responsible for providing humane treatment for same.
- The Contractor will be responsible for picking up and appropriately disposing of all domesticated dead animals in the roadways, that come to the attention of the Contractor.

2.2.3 Enforcement of CBJ Code, Title 8, Animal Control and Protection.

- a. The Contractor shall have all of the duties set out in CBJ Code 08.10.020. including any code updates and/or revisions. Information is available at <http://www.municode.com/resources/gateway.asp?pid=13307&sid=2> .
- b. The Contractor shall follow the procedures and provisions of Title 8 in handling situations involving persons or domestic animals bitten by a domestic animal in the City and Borough of Juneau.
- c. The Contractor shall use reasonable care and due diligence to conduct a factual investigation into all reports of conduct prohibited by CBJ Code, Title 8. Contractor shall issue citations if and when, as a result of such investigation, Contractor determines that probable cause exists to believe a violation has occurred. The Contractor shall consult with the City Attorney prior to filing misdemeanor offenses under Title 8 of the Code.
- d. Copies of all citations so issued shall be presented by the Contractor to JPD on or before 4:30 pm each Friday for the prior seven day period.
- e. The Contractor shall enforce CBJ Administrative Code of Regulations, Title 11, Chapter 3, "Dogs and Domesticated Animals in CBJ Parks and Recreation Areas." (11 CBJAC 03.010 – 03.070). This information is available at <http://www.municode.com/resources/gateway.asp?pid=13307&sid=2>

- f. The Contractor shall provide all necessary services associated with the control of strays, dangerous or unsupervised domestic animals including receiving reports, responding to complaints, addressing domestic animal related issues, receiving and impounding domestic animals and conducting such activities as may be reasonably necessary to ensure the effective control of animals that come under legal authority and responsibility of the City.
- g. The Contractor shall establish policies and practices that comply with municipal ordinances, regulations, and policies for impound of domestic animals, as well as any applicable state laws for impounds/search and seizure; and which comply with the Constitutional protections against unreasonable search and seizure.

Animal Control Officers will be dispatched so as to handle requests in a timely manner. Response to service requests shall be in the following priority:

Priority	Description	Response Time
1	Juneau Police Department, Alaska State Troopers and Capital City Fire and Rescue emergency calls	5 min. during working hours. 20 min. during non-working hours
2	Dog bites or domestic animal attacks	5 min. during working hours. 20 min. during non-working hours
3	Injured <u>and trapped</u> domestic animals	5 min. during working hours. 20 min. during non-working hours
4	Quarantine violations	Not to exceed 60 minutes
5	Cruelty to domestic animals	Not to exceed 60 minutes
6	Domestic animals in custody	Not to exceed 36 hours
7	Loose domestic animals	Not to exceed 36 hours
8	Animal welfare checks	Not to exceed 36 hours
9	Dead domestic animals in public streets or public property	Not to exceed 36 hours
10	Domestic animals creating a noise disturbance	Not to exceed 60 minutes

“Response time” means that period of time between receipt of a service request by the Contractor and when an Animal Control Officer is dispatched and begins travel to the location of service request after being dispatched. The average response time to requests for service priorities 1,2 and 3 shall be no longer than 5 minutes during normal working hours and 20 minutes during non-working hours. The average response time of all priorities 4, 5 and 10 shall be no greater than 60 minutes. The average response time of all priority 6 -9 shall be no more than 36 hours. At all times that there is not a regularly scheduled animal control officer on duty, there shall be a designated on-call animal control officer to respond to emergency priority 1, 2 and 3 calls (see table above).

The Contractor shall maintain the capability to receive calls from the public on a 24 hour, seven day per week basis to accept and record requests for

services and provide information to the public. During hours when the Contractor's dispatch is not open, callers must be able to access a live person. If an answering service is subcontracted to provide access to a live person, they must provide satisfactory service in order for the Contractor to accomplish the required service request response time.

The City and Borough of Juneau Police Department (JPD) will provide assistance to the Contractor's animal control officers at the animal control officer's request. Upon receiving a request for assistance, JPD will evaluate the priority of the animal control officer's request and respond in accordance with JPD policies and procedures.

2.2.4 Issuance of Licenses, Collection of Fees, and Record Keeping

- a. The Contractor shall be responsible for the administration of any and all domestic animal licensing programs. Licenses shall be issued as required by CBJ Municipal Code. The Contractor shall maintain licensing data in an Excel format throughout the contract period and all renewals and extensions. The file content and format is to be mutually determined prior to commencement of contract. The City is to be provided with the data within thirty (30) calendar days of termination of contract.
- b. The Contractor shall provide all such dog licenses, certificates, numbered metallic tags, and receipt forms necessary to carry out the terms of this contract.
- c. The Contractor shall have an outlet whereby people can purchase required licenses for their domestic animals, and shall collect all dog license fees, impound fees, fines, citations, and boarding costs, and shall maintain adequate financial records to account for these transactions. A reporting of fees collected will be done on the monthly report (see Attachment D).
- d. The Contractor shall maintain accurate records of all activities, business transactions, monies received and monies paid out in the performance of this agreement. All records shall at a minimum include the date, place, reason, and manner whereby domestic animals were brought into custody with a description of the animal and a record of its final disposition. Records shall be available for inspection by the City upon 72 hour advanced notice. Such records shall include but not be limited to:
 - A "Call Log" to be used for recording all general complaints;
 - A "Lost and Found Log" to be used for recording all lost domestic animals and all found domestic animals;

- A “*Domestic Animal Log*” to be used for recording all domestic animals and livestock surrendered for adoptions and for humane destruction and domestic animals impounded; and
 - A “*Dog License Log*” to be used for recording all dog licenses sold by the contractor.
- e. **Records:** The Contractor shall keep their records in a manner that will allow for transfer to the City or subsequent Contractors within thirty (30) calendar days of contract termination.
- f. **Collection of fees:**
1. **Fees kept by the Contractor:**
 - **Licensing fees:** Licensing fees are determined by CBJ ordinance. Currently the fees are \$15 for spayed/neutered animals and \$35 for non-spayed/non-neutered animals. All fees collected shall be retained by the Contractor and be in addition to the contract price. The amounts collected are to be included on the monthly report.
 - **Domestic Animal Impound fees:** Impound fees are determined by the fine schedule. See ATTACHMENT G. All fees collected shall be retained by the Contractor and be in addition to the contract price. The amounts are to be included on the monthly report.
 - **Adoption Fees:** Adoption fees are determined by the Contractor with prior approval of the City. Current fees are \$105 for dogs and \$70 for cats. All fees collected shall be retained by the Contractor and be in addition to the contract price. The amounts collected are to be included on the monthly report.
 2. **Fees kept by the City:**
 - **Citation fees:** Citation fees are determined by CBJ ordinance (see ATTACHMENT G). all fees will be collected and kept by the City. Citation books will be provided by CBJ. Any unused citation forms/books are to be returned to JPD at the end of the contract. Copies of the tickets are to be turned in to the City each week. Citations will be issued and returned in accordance with Alaska Statute AS 12.25.210(d). JPD will provide weekly data on pay status of the citations.. All fees collected will be kept by the City.

2.2.5 Education on Domestic Animal Care and Treatment.

The Contractor shall initiate and maintain a program of education designed to promote the proper and humane care and treatment of domestic animals and to stimulate public support for such treatment and for the enforcement of city ordinances relating to animal control.

Public education. Provide information to the public. (Information on a public education program is to be submitted with the proposal and should include the proposed topics such as vaccinations, responsible pet care, neutering, etc.).

Personnel education. Under the animal control officer training program:

- a. Animal control officers shall be required to attend and complete a course in professional job services training to be provided by the Contractor before commencement of work.
- b. The Contractor shall provide the Contract Administrator with a certificate of completion, issued by the National Animal Control Association (NACA) Training Academy or CBJ approved equivalent, for each animal control officer within 30 days of training completion and prior to commencement of work as a control officer. Unless otherwise approved by the City, the training course must be a minimum of 40-hours in length and include the following topics:

Traditional Law Enforcement Topics

Basic Investigations
Communications
Conflict Resolution
Criminal Law
Self Defense
Ethics
Legal System Overview
Radio Procedures
Report Writing
Search & Seizure
Warrants
Court Structure & Terms

Animal Control & Care Topics

Animal Behavior
Capture & Restraint
Cruelty & Neglect Investigations
Animal Bites & Vicious Animal
Patrol Procedures
Shelter Care
Animal Disease & Prevention
Blood Sports
Breed Identification

Driver training and domestic animal first aid might also be included in the training.

2.2.6 Animal Control Vehicles.

The Contractor shall purchase and maintain its own fleet of vehicles for domestic animal control purposes. They assume the following responsibilities and obligations concerning the animal control vehicle(s):

- a. The Contractor agrees to operate no less than two (2) dedicated, animal control vehicles equipped with all on-vehicle equipment necessary to conduct domestic animal control services in a humane and safe manner. The vehicles shall be of sufficient size and capacity to transport large domestic animals in a humane and safe manner.

- b. The dedicated animal control vehicles shall be clearly marked with the Contractor's name and the words "Animal Control".
- c. The Contractor agrees to maintain adequate levels of liability and collision coverage on both the animal control vehicles with the City and Borough of Juneau named as an additional insured (see Attachment A, Insurance Requirements).
- d. The Contractor agrees to insure that all employees who operate the animal control vehicles possess a valid Alaska operator's license.
- e. The Contractor will be responsible for properly maintaining the animal control vehicles in a safe and reliable working condition.

2.2.7 Appointment of Enforcement Animal Control Officers.

- a. The Contractor shall appoint qualified animal control officers who have fulfilled all training and other requirements necessary for qualification as enforcement animal control officers.
- b. Prior to commencement of work, the Contractor is to certify that they have obtained a complete criminal history for all parties designated as Animal Control Officers, including the owner if applicable, and that they shall not employ anyone who has been convicted of a misdemeanor within the preceding five years or a felony regardless of the date. Any misdemeanor and/or felony convictions that occur during the contract period are subject to this section and shall be reported to the Contract Administrator immediately.

2.2.8 Access to Animal Control Records.

- a. The Contractor shall provide the City with the following reports:
 - A monthly report as outlined in Attachment D. The report is due by the 10th day of the following month.
 - An annual report is to be based on the City's fiscal year of July 1 through June 30. It is due by July 30th. The report shall at a minimum contain: a reviewed financial report of the previous fiscal year; and a written report of all educational activities accomplished throughout the fiscal year as further outlined in 2.3(b) below. The audited report is due by December 31st each year.
- b. The Contractor will allow the City to inspect the Contractor's domestic animal control records, including associated financial records, at any time during normal business hours upon 72 hours advance notice by the City.

2.2.9 Processing of Citations.

- a. *The Contractor is to provide staff to represent Animal Control in court for optional court appearances for citations issued by the Contractor.*
- b. Court dates for citations that do not require a mandatory appearance must be at least 3 weeks from the date the citation was issued.
- c. Citations that require a mandatory court appearance shall be delivered to JPD on the next business day after issuance. The court date assigned to the ticket will be at least 7 days from the date of issuance.
- d. *Revenue collected by the City from issuance of citations will be retained by the City and will not be deducted from the contract amount.*

2.3 Deliverables and Deadlines. The following deliverables and schedules shall be required in the performance of this contract, and in achieving the City's project objectives:

- a. **Monthly reports:** On or before the 10th day of each month, the Contractor shall provide the Contract Administrator with an activity report (see ATTACHMENT D) to detail the number of domestic animals in the shelter, officer contacts, animal dispositions, and dollar amount of fees collected.
- b. **Annual report:** The Contractor shall on or before July 30th submit to the City an annual report based upon a fiscal year of July 1 through June 30. The report shall include financial information regarding the past, current and future year's operations including:
 - a budget to actual report for the past fiscal year. This financial report needs to be reviewed by an independent accounting firm prior to submission to the Contract Administrator. The report is to include a letter from the accounting firm, confirming review. A copy of the accounting firm's final report is to be sent to the City's Contract Administrator by December 30th.
 - a program report of the previous year's activities, a current year's budget to actual projection; and
 - a request for the next fiscal year's funding needs, that includes an accomplishments report which includes the status of the prior year's objectives and a goals and objectives report for the upcoming budget year.
- c. **Annual Funding request:** The financial information and funding request shall be based upon the City's fiscal year of July 1 through June 30. The coming year's funding request shall be submitted as a base amount necessary to maintain a constant level of service. The funding request shall include an estimate of anticipated revenues and projected operating expenses. The report is due on or before January 30th. The report is due at this time in order to coincide with the City's budget process.

- d. **Annual Review of accounts:** The Contractor shall, at its own expense, retain an independent accounting firm to inspect and provide oversight of such records. The Contractor shall provide such reports to the City's Contract Administrator on an annual basis. The records are due by July 30th.

2.4 Additional Information.

- a. Prior to award of contract, the City will inspect the Contractor's facility, review the call-out list, employee training certificates, vehicles, software to be used, etc. and visit any subcontractor facilities, if applicable.
- b. The Contractor shall maintain licensing information in an Excel Spreadsheet format and a QuickBooks format, as approved by the City.
- c. Transfer of contract. Should the contract be awarded to a company not holding the current contract, transfer of impounded domestic animals, including all enforcement information pertaining to that animal, will take place within 10 working days of commencement of work. The new contractor will be responsible for the transport of the animals to their facility.

The City will reimburse the outgoing contractor actual costs for the boarding of the animals being transferred up to 10 days.

The outgoing contractor shall be responsible for prosecuting any citations issued prior to the end of contract. At the request of the City Attorney, the outgoing contractor's employees shall serve as a witness in the prosecutions of persons charged with violating Title 8 during the previous contract period. Compensation shall be discussed with the Contractor prior to the end of the contract.

Paid Service Announcements shall be run in print and radio media to inform CBJ residents of the change in contractors. The new contractor shall be responsible for the preparation and placement of the ads and provide information on the costs. The Contract Administrator shall approve all ad content prior to their release. The City will reimburse the new Contractor for the costs associated with the placement of the approved advertisements.

- d. The City will intermittently evaluate the performance of the contract using a two-way evaluation form similar to the form presented in ATTACHMENT E. Poor performance will result in contract termination.

SECTION 3 - PROPOSAL CONTENT REQUIREMENTS

Proposals are to be prepared in such a way as to provide a straightforward, concise delineation of the Proposer's capabilities to satisfy the requirements of this RFP. Emphasis should be

concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.

3.1 Title Page. Include the following information on the title page:

- a. The RFP number and name
- b. Proposer's name (legal name of entity)
- c. Mailing address
- d. Telephone number(s)
- e. FAX number
- f. Email address (if available)
- g. Web site address (if available)

3.2 Letter of Transmittal. Limit to one or two pages:

- a. Briefly describe your understanding of project and summarize the proposer's qualifications and capabilities to meet RFP requirements.
- b. Identify person(s) who will be authorized to represent the company during contract negotiations and term of contract. Include their title(s), address(es), and telephone.
- c. Acknowledge receipt of addenda issued for this RFP, if any.
- d. Indicate whether you do or do not qualify as a "Juneau Proposer" (see Section 3.8).
- e. The transmittal letter must be signed by the person who has authority to bind the company. The name and title of the individual signing the proposal must be clearly shown immediately below the signature.

3.3 Table of Contents. Clearly identify the materials by section, subsection, and page number following the sequence provided in this SECTION 3.

3.4 Understanding of the Project. Provide a comprehensive narrative that illustrates your understanding of the purpose of the scope, objectives and requirements of the project, and the deliverables. Identify any challenges associated with implementing the work.

3.5 Management, Methodology and Public Education. Provide a comprehensive narrative that sets out the methodology you intend to employ, and demonstrate how your methodology will serve to accomplish the scope of work and achieve the City's objectives. Discuss any operational plan, public education plans, problem solving approaches or creative methods to be used for getting the job done. Include in the narrative the management plan you intend to follow, and demonstrate how the plan will serve to

accomplish the scope of work and achieve the City's objectives. Include the following as part of your narrative:

- a. Organizational chart specific to personnel assigned to accomplish the work, including any sub consultants, including lines of authority;
- b. Public education (General information should be provided with the proposal. Detailed information is to be presented at the interview.);
- c. Identify the individual responsible for decision-making and accountable for the completion of work (project manager), and the extent to which this individual will be available to the City. Provide his/her level of authority;
- d. Discuss how this project fits into your overall organizational structure and the current work load;
- e. Discuss your management approach to potential contractual disputes.

3.6 Experience and Qualifications. Provide a comprehensive narrative describing your proposed team's specialized experience, capabilities, and unique qualifications for the performance of the work. Include the following:

- a. A list of projects (of similar size & complexity) and previous work experience for 5 years that demonstrate your ability to administer or complete this project successfully;
- b. References (name, phone, email address and project) for each completed project listed above; Verify that the contacts will be available to provide references during the evaluation period;
- c. Resumes for all personnel identified in your organizational chart provided in Section 3.6 (a) above.
- d. Personnel training plan. General information should be included in the proposal. Detailed information is to be presented at the interview.

3.7 Facilities and Equipment. Provide information on your animal care equipment and facilities (vans, shelter, etc.) on ATTACHMENT F.

3.8 Juneau Proposer. Submit a statement as to how you qualify for Juneau Proposer status in order to be eligible for preference points (City Ordinance 53.50.010 and 53.50.050). The Ordinance is available at www.Juneau.org/law/code/purchasing.pdf or the Purchasing Division (907) 586-5258. **You must be qualified by CBJ at the time of submittal of your proposal to receive preference points.**

3.9 Price Proposal. Provide a price proposal, using ATTACHMENT F, for the compensation that you expect to receive for the performance of the contract. This shall include the proposed price to the City of providing all services outlined in the RFP, noting that this price must be entirely inclusive, there must be no additional costs, unit costs, or other undisclosed or incalculable costs included in the proposal. The price proposal shall be accompanied by a detailed budget.

SECTION 4 – RULES GOVERNING COMPETITION

- 4.1 Evaluation.** An evaluation committee will review, evaluate, score and rank proposals, in accordance with criteria identified below and the Proposal Evaluation Form (ATTACHMENT B). Clarification of submitted material may be requested during the evaluation process. **Personal Interviews will be held with top ranked Proposers after 10:00 a.m., on Monday, October 5, 2009. The date for the interviews will be provided later.** Finalists will be notified and informed of interview requirements. In the event of a tie in the ranking totals, only the raw scores of the Proposers who are tied will be totaled to determine the appropriate ranking.
- 4.2 Criteria.** The committee will use the following criteria for determining the most advantageous proposal to the City:
- a. Methodology and Public Education.** Points will be awarded based on how well you:
 - 1) demonstrate a thorough understanding of the purpose, objectives & scope of the project;
 - 2) demonstrate a complete, practical, and feasible approach in carrying out the scope of work and fulfilling the project requirements;
 - 3) identify pertinent issues and potential problems related to the project;
 - 4) demonstrate an understanding of the services and deliverables the City expects you to provide;
 - 5) address challenges or problems related to the project.
 - 6) address public education.
 - b. Management Plan for the Project.** Points will be awarded based on how well your management plan:
 - 1) supports the scope of work;
 - 2) outlines the organization and education of your project team;
 - 3) demonstrates your accountability;
 - 4) illustrates the lines of authority and communication;
 - 5) exceeds the minimum needed to achieve the project objectives;
 - c. Experience and Qualifications.** Points will be awarded based on how well your firm and personnel you assigned to this project:
 - 1) demonstrate experience in working on similar projects within budget;
 - 2) demonstrate skills and the education in work this project requires and the content of the employee training plan;

3) measure up during any reference checks. This includes any other client references that the City may obtain for your firm or personnel, beyond those references listed in your proposal.

e. **Facilities and Equipment.** Points will be awarded based the on the facilities and equipment that will be used for the contract.

f. **Price proposal.** Points will be awarded based upon the value of the services offered.

g. **Juneau Proposer.** Points equal to 5% of the total evaluation points will be given to any Proposer who has demonstrated that they meet the criteria outlined in the City Ordinance 53.50.010 and 53.50.050.

http://www.juneau.org/law/code/documents/53.50_Purchasing.pdf

4.3 Disclosure of Proposal Contents. The City and Borough of Juneau, a municipal corporation and political subdivision of the State of Alaska, is subject to the Alaska Public Records Act codified at AS 40.25.100-220, and the public records provisions in the CBJ Charter, section 15.7. The contents of proposals submitted in response to this RFP will be kept confidential until the top ranked proposer is announced. Immediately following announcement, all proposals become public information. Any restrictions or prohibitions purporting to prohibit public disclosure of any material attached to or referenced in any proposal based upon claims of privileged, confidential, or proprietary materials, or any such similar restriction or prohibition shall be of no force and effect, shall be disregarded, and all such materials shall instead be deemed as public records.

NOTE: Trade secrets and other proprietary data may be held confidential, to the extent allowed by law, by the Purchasing Officer. A request for the information to be handled in a confidential manner is to be submitted in writing. The letter is to include a brief statement that sets out the reasons for the confidentiality. Material considered confidential must be clearly identified, submitted separately and be attached to the written request. (The request and the confidential materials are to be submitted with the proposal, but not included in the proposal document). Marking the entire proposal confidential is not acceptable and may be cause for the City to reject your proposal as non-responsive.

4.4 Irrevocability. All proposals must be irrevocable for 90 days from submission date.

4.5 Costs. All costs incurred by the proposer in preparation of the proposal, including any interview costs, shall be the responsibility of the Proposer.

4.6 Right to Waive. The City reserves the right to waive any informality or minor irregularity in the proposals or proposal process.

4.7 Rejection of Proposals. The City reserves the right to reject any or all proposals. Only responsive and responsible Proposers will be considered for evaluation. The City will not consider electronic or oral proposals.

- 4.8 Cancellation.** The City may decide to cancel the solicitation at any time prior to award, in which case no award will be made.
- 4.9 Selection.** The City will post a notice of evaluation results and the apparent successful Proposer as soon after the interviews as possible. The notice will be sent to all Proposers.
- 4.10 Protests.** The protest period begins following the posting of the notice. Protests will be executed in accordance with CBJ Ordinance 53.50.062 "Protests", and 53.50.080 "Administration of Protest", available online www.Juneau.org/law/code/purchasing.pdf, or from the CBJ Purchasing Division.
- 4.11 Negotiations.** Following the posting of evaluations, the successful Proposer may be invited to enter into contract negotiations with the City. The scope of services described herein will be used to initiate the contract negotiations. If an agreement cannot be reached during the negotiation process, the City will notify the Proposer and terminate the negotiations. Negotiations may then be conducted with the next Proposer in the order of its respective ranking.
- 4.12 Award.** Upon conclusion of successful negotiations and compliance with any pre-award obligations, award will be made in the form of a contract and a purchase order, if appropriate, will be sent to the Contractor.

SECTION 5 – TERMS & CONDITIONS

- 5.1 Insurance Requirements.** Prior to award, insurance must be secured and maintained for the risks and in the amounts specified in ATTACHMENT A. The Consultant and its insurance carrier waive subrogation against the City.
- 5.2 Review of Contract.** Attached to this RFP is the City's standard agreement (ATTACHMENT C) which should be carefully reviewed by you, as it is the form of agreement that the City intends that you sign in the event of acceptance of your proposal.
- 5.3 Vendor Tax Status.** Vendors/merchants conducting business within the City are required by law to register with, and periodically report to, the City for sales and property taxes. Vendors/merchants must be in good standing with the City prior to award, and prior to any contract renewal and in any event no later than five business days following notification by the City of intent to award or renew. **Good standing** means: all amounts owed to the City are paid in full, including Confession of Judgments; and vendor/merchant is current in reporting (sales tax filings, business personal property declarations). Failure to meet these requirements, if so subject, shall be cause for rejection of your proposal and/or contract renewal. To determine if your business is in good standing, or for further information, contact the City Finance Department's Sales Tax Division, at (907) 586-5265, concerning

sales tax and/or Treasury Division, at (907) 586-5268, concerning business personal property and real property tax.

5.4 Nondisclosure and Confidentiality. Contractor agrees that all confidential information to which it has access in performing this contract shall be used only for purposes of providing the deliverables and performing the services specified herein. Contractor shall not disseminate or allow dissemination of confidential information to third parties unless authorized in writing by the City. Contractor shall hold as confidential and will use reasonable care (including both facility physical security and electronic security) to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, the confidential information. "Reasonable care" means compliance by the contractor with all applicable federal and state law, including the Social Security Act and HIPAA. Contractor must promptly notify the City in writing if it becomes aware of any storage, disclosure, loss, unauthorized access to or use of the confidential information.

Confidential information, as used herein, includes but is not limited to financial data, bank account data and information, user lists, passwords, technology infrastructure, and technology data (infrastructure, architecture, operating systems, security tools, IP addresses, etc).

5.5 Licensing Requirements. Vendor is responsible for obtaining and maintaining all appropriate licenses as required by federal, state or local laws. An Alaska Business License is required to perform services in the State of Alaska. The business license can be obtained online at www.dced.state.ak.us/occ/buslic.htm. Other licensing information may be required prior to award, if requested by the City. Professional or occupational licensing information is available at www.dced.state.ak.us/occ/home.htm.

5.6 Compensation. As full compensation for all services and obligations in connection with this contract, the CBJ will pay according to the following fee schedule:

- Payment will be made at the end of each month.
- Payment may be withheld if reports are not received and accepted by the City's Contract Administrator by the date due.
- Revenue collected by JPD for fines and citations will be kept by the City and not deducted from the monthly payment.
- Payment for the final month of the contract will be held until all revenue is reported and end-of-contract materials are submitted and all obligations met.

5.7 Additional Services. If the City anticipates additional work pertaining to the development of this project during the contract period, the City may amend the work according to the CHANGES provision of the attached contract (ATTACHMENT C).

5.8 Substitutions. Substitutions for professional staff or for subconsultants or their professional staff during the course of the contract can only be made with the prior written consent of the City's [Purchasing Division](#).

5.9 Definitions. the following terms used in this RFP shall be defined as:

“City” or “CBJ” means the City and Borough of Juneau, Alaska.

“Consultant” or “Contractor” or “Vendor” means the successful Proposer; the firm or individual to be awarded the contract for this project.

“Contract Administrator” means the City’s representative, or designee, for this project.

“JPD” means Juneau Police Department.

“Person” means a natural person, partnership, corporation, association, or other legal entity.

“Project” or “Work” means the entire body of work to be preformed, including the scope of service and requirements of the RFP.

“Proposer” or “You” means the person or any authorized representatives who have submitted a proposal in response to this RFP.

“Planholder” means a person who has been listed with City by name and address for purposes of notification on all City communications concerning this RFP.

“Project Manager” means the City official, or his/her designee, responsible for planning, controlling and administering this project to achieve its goals.

“Qualified Proposer” means a Proposer submitting a responsive and responsible proposal.

“Responsive Proposer” means a Proposer who conforms in all material respects to the requirements stated in the RFP.

“Responsible Proposer” means a Proposer which has the capability in all respects to perform fully the contract requirements, and the experience, integrity, perseverance, reliability, capacity, facilities, equipment and credit which will assure good faith performance.

“RFP” means Request for Proposal.

~~**“Domestic Animal”** means a population of animals whose behavior, lifestyle and physiology has been systematically altered as a result of being under human control for many generations.~~

“Livestock” means cattle, swine, goats, sheep, horses, donkeys, mules, rabbits, llamas, and poultry.

INSURANCE REQUIREMENTS

Contractor must provide certification of proper insurance coverage or binder to the City and Borough of Juneau. The City must be named as an additional insured as respect to their interest in this project, except for Workers Compensation Insurance and Professional Liability. The certificate of insurance shall state, **“The CBJ shall be named as additional insured for any and all work performed for the CBJ”**. Proof of the following insurance is required with five (5) calendar days after successful negotiations:

Commercial General Liability Insurance. The Consultant must maintain Commercial General Liability Insurance in an amount it deems reasonably sufficient to cover any suit that may be brought against the Consultant. This amount must be at least one million dollars (\$1,000,000.00) per occurrence, and two million dollars (\$2,000,000.00) aggregate.

Workers Compensation Insurance. The Consultant must maintain Workers Compensation Insurance to protect the Consultant from any claims or damages for any personal injury or death which may arise from services performed under this contract. This requirement applies to the Consultant's firm, the Consultant's subcontractors and assignees, and anyone directly or indirectly employed to perform work under this contract. The Consultant must notify the City as well as the State Division of Workers Compensation immediately when changes in the Consultant's business operation affect the Consultant's insurance status. Statutory limits apply to Workers Compensation Insurance. The policy must include employer's liability coverage of one hundred thousand dollars (\$100,000.00) per injury, and five hundred thousand dollars (\$500,000.00) policy limits.

Comprehensive Automobile Liability Insurance. The coverage shall include all owned, hired, and non-owned vehicles to a one million-dollar (\$1,000,000.00) combined single limit coverage.

Volunteer Accident Insurance: The Contractor will acquire and maintain during the term of this contract volunteer accident insurance. The minimum limit of liability shall be (a) \$2,500 principal sum (dismemberment), (b) \$2,500 capital sum (death), and (c) \$50,000 medical indemnity.

Each policy shall be endorsed to waive all rights of subrogation against the City by reason of any payment made for claims under the above coverage, except Workers Compensation and Professional Liability.

This represents the insurance coverage required for the above-referenced project.

PROPOSAL EVALUATION FORM

PROPOSER: _____

CRITERIA Per SECTION 4.2 of RFP	Weight (%)	Out- Standing (10 points)	Adequate To Good (6 to 8 points)	Marginally Acceptable (3 or 4 points)	Unaccept- able (0 points)	Sub- Total
Management, Methodology and Public Education	15					
Firm's Experience, Qualifications, Personnel and Control Officer Training Plan	25					
Facilities and Equipment	30					
Price proposal	25					
Juneau Proposer Preference	5					
Grand Total						

Maximum Score Achievable = 1,000 points

RANK: _____

Evaluator: _____

Date: _____

Standard Contract

PART I: PARTIES

This contract is between the (Department Name), City and Borough of Juneau, Alaska, a municipal corporation in the State of Alaska, hereafter "City," and (Contractor Name), (Contractor or Business Form/Type), licensed to do business in the state of Alaska, hereafter "Contractor."

PART II: CONTRACT ADMINISTRATION

All communications concerning this contract shall be directed as follows, any reliance on a communications with a person other than that listed below is at the party's own risk.

City:

Attn: (City and Borough of Juneau Representative Name)
(Department Name)
City and Borough of Juneau, Alaska
155 South Seward Street
Juneau, AK 99801
Phone: (Contact Phone Number)
Fax: (Contact Fax Number)

Contractor:

Attn: (Contractor or Representative Name)
(Contractor Name)
(Contractor Address)
Phone: (Contractor Phone Number)
Fax: (Contractor Fax Number)

PART III: CONTRACT DESCRIPTION

This contract is identified as: (Contractor ID). The following appendices are part of this contract as well as any exhibits or attachments incorporated by reference or attached to those appendices.

Appendix A: Scope of Work

Appendix B: Standard Provisions

If in conflict, the order of precedence shall be: this document, Appendix A and then B.

PART IV: CONTRACT EXECUTION

The City and Contractor agree and sign below. This contract is not effective until signed by the City.

City:

Date: _____

By: _____

Authorized Representative
(City and Borough of Juneau Signature)
(City and Borough of Juneau Signor Title)

Contractor:

Date: _____

By: _____

Authorized Representative
(Contractor Signature)
(Contractor Title)

Content Approved by: _____, (Department Representative)

Form Approved by: _____, Law Department

Risk Management Review: _____, Risk Management

APPENDIX A: SCOPE OF WORK

DESCRIPTION OF WORK

(Description of Work Inserted here)

[Option 1: Attached or insert a complete description of the work.]

[Option 2: Use the following language]

The work is described in the following documents which are incorporated by this reference. In the event of a conflict between the provisions of these documents and this document, the order of precedence shall be: this document, Attachment 3, Attachment 1, and then Attachment 2.

Attachment 1: City's Request for Proposals (RFP# _____), dated: _____, and any addenda

Attachment 2: Contractor's Proposal in response to RFP# _____, dated: _____

Attachment 3: Modifications

TERM

This contract becomes effective upon signature by all parties, and automatically terminates on (End Date), unless terminated earlier by the parties in writing.

COMPENSATION

(Compensation description/details)

APPENDIX B: STANDARD PROVISIONS

CONTRACTUAL RELATIONSHIP. The parties intended that an independent Contractor/City relationship will be created by this contract. City is interested only in the results to be achieved as provided in this agreement. The conduct and control of the work will lie solely with the Contractor. Contractor is not considered to be an agent or employee of City for any purpose, and the employees of Contractor are not entitled to any benefits that City provides for City's employees. City does not agree to use the Contractor exclusively. Contractor does not agree to work for City exclusively.

PERSONNEL, EQUIPMENT AND SUPPLIES. Except as provided in the Scope of Work, the Contractor represents that it has or will secure at its own expense all personnel, equipment, and supplies required in performing the work under this contract. All of the work required hereunder will be performed by the Contractor or under its supervision. None of the work covered by this contract shall be subcontracted except as provided in the Scope of Work.

INSURANCE REQUIREMENTS. The Contractor has secured and will maintain insurance for the risks and in the amounts specified in the RFP and approved by Risk management, incorporated by reference herein.

CONTRACTOR QUALIFICATIONS. Contractor warrants that it is fully qualified and is licensed under all applicable local, state, and federal laws to perform its obligations under this contract.

CHANGES. The City may, from time to time, require changes in the scope of services to be performed under this contract. Such changes, including any increase or decrease in the amount of the Contractor's compensation, must be mutually agreed upon in writing before they will be regarded as part of this contract. No claim for additional services, not specifically provided in this contract, performed or furnished by the Contractor, will be allowed, nor may the Contractor do any work or furnish any material not covered by the contract unless the work or material is ordered in writing by the City.

NO ASSIGNMENT OR DELEGATION. The Contractor may not assign or delegate any interest in this contract without the prior written consent of the City. Contractor may assign its rights to any payment under this contract without the prior written consent of City, however, notice of any such assignment or transfer shall be furnished promptly to the City by Contractor.

TERMINATION. The City may be prior written notice terminate this agreement at any time, in whole or in part, when it is in the best interest of the City. In the event that this contract is terminated by the City for convenience, by mutual agreement of the parties, or by default of a material condition, the City is liable only for payment in accordance with this agreement for work accomplished prior to the effective date of the termination.

INSPECTION AND RETENTION OF RECORDS. The City may inspect, in the manner and at reasonable times it considers appropriate, all of Contractor's facilities, records and activities having any relevance to this contract. Contractor shall retain financial and other records relating to the performance of this contract for a period of 6 years, or until the resolution of any audit findings, claims or litigation related to the contract.

EQUAL EMPLOYEMNT OPPORTUNITY. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, martial status, changes in marital status, pregnancy or parenthood. Contractor shall include these provisions in any agreement relating to the work performed under this agreement with contractors or subcontractors.

CHOICE OF LAW; VENUE This contract shall be governed by the law of the State of Alaska. Venue shall be in the State of Alaska, First Judicial District at Juneau.

COMPLIANCE WITH LAWS AND REGULATIONS. Contractor shall, at Contractor's sole cost and expense, comply with all applicable requirements of federal, state, and local laws, ordinances and regulations now in force, including safety, environmental, immigration, and security enactments, or which may be subsequently enacted, and must obtain all required licenses, permits, and registrations regulating the conduct of business within the state of Alaska and the city during the performance of this agreement.

PAYMENT OF TAXES, OBLIGATIONS TO CITY. As a condition of this contract, the Contractor shall pay all federal, state, and local taxes incurred by the Contractor and shall require their payment of any Subcontractor or any other persons in the performance of this contract. Contractor shall not be delinquent in any other obligations to City during the performance of this contract. Satisfactory performance of this paragraph is a condition precedent to payment by the City under this contract.

CONFLICT OF INTEREST. Contractor warrants that no employee or officer of the City has violated the conflict of interest provisions of the City code regarding this contract. Contractor also warrants that it has not solicited or received any prohibited action, favor or benefit from any employee or office of City, and that it will not do so as a condition of this contract. If the Contractor learns of any such conflict of interest, the Contractor shall without delay inform the City Attorney or City's representative for this contract.

INDEMNIFICATION. Contractor agrees to defend, indemnify, and hold harmless City, its employees, volunteers, consultants, and insurers, with respect to any action, claim, or lawsuit arising out of the Contractor's performance of this contract, without limitation as to the amount of fees, and without limitation as to any damages resulting from settlement, judgment, or verdict, and includes the award of any attorneys fees even if in excess of Alaska Civil Rule 82. This indemnification agreement applies to the fullest extent permitted by law and is in full force and effect whenever and wherever any action, claim, or lawsuit is initiated, filed, or otherwise brought against City relating to this contract. The obligations of Contractor arise immediately upon actual or constructive notice of any action, claim, or lawsuit. City shall notify Contractor in a timely manner of the need for indemnification, but such notice is not a condition precedent to Contractor's obligations and may be waived where the Contractor has actual notice.

OWNERSHIP OF DOCUMENTS. All designs, drawings, specifications, notes, artwork, and other work developed in the performance of this contract become the sole property of the City and may be used by the City for any other purpose without additional compensation to the Contractor. The Contractor agrees not to assert any rights and not to establish any claim under the design patent or copyright laws. The Contractor, for a period of three years after final payment under this contract, agrees to furnish and provide access to all retained materials at the request of the City. Unless otherwise directed by the City, the Contractor may retain copies of all the materials.

IDENTIFICATION OF DOCUMENTS. All reports, maps, and other documents completed as a part of this contract, other than documents exclusively for internal use within the City, shall carry a City notation or logo as directed by the City.

2009 Animal Control Statistics & Sample Reporting Form

Animal Activity	Dogs Total	Cats Total	Other Total	Total Animals
Impounded Animals	214	73	4	291
Abandoned	46	118	60	224
Stray	30	36	2	68
Owned	182	18	1	201
RTO in the Field	106	2	0	108
RTO at the Shelter	334	36	4	374
Owner Released	39	16	0	55
Number of animals in Safe Keeping	12	6	3	21
Number of Safe Keeping Days	83	62	2	147
Number of Animals in Quarantine	4	26	9	39
Number of Quarantine Days	24	61	62	147
Dangerous	11	0	0	11
Animal Control PTS	23	13	10	46
Dead on Arrival (Shelter or Field)	19	7	10	36

Animal Control	Total
Bite to Human	32
Bite to Animal	13
Cruelty/Neglect	23
Notice of Contact	72
Verbal Warning Given	61
Written Warning Issued	46
Citations Issued	385
Cases	1369
Calls Requiring Action	13198
Patrol Miles Driven	26930

Fees Collected	Total
Impound Fees	\$15,655
License Fees	\$66,325

Definitions:

Abandoned - Animals left with no information.

Stray - Animals with information as to where they were found/owner unknown

Owned - Animal wearing a CBJ license and have an owner

RTO - Returned to owners

Owner Release - The owner gives the animal to the shelter

Safe Keeping - Animals kept at the shelter for safety reasons

Quarantine - Animals that bite who are not vaccinated against rabies.

Dangerous - Registered dangerous animals / aggressive animals

Animal Control PTS - Animals that must be euthanized for health reasons

SAMPLE EVALUATION FORM

This form, or a form similar to this, will be used for periodic evaluation of Contractor performance. Copies of signed forms will be kept on file and will be reviewed prior to contract renewals. Poor performance may be grounds for contract termination.

ITEM #	DESCRIPTION	Y	N	COMMENTS
1	Two (2) Animal Control vehicles in service & clearly marked			
2	Vehicles are properly maintained in a safe and reliable working condition.			
3	Building premises suitable for Animal Control operations per contract guidelines.			
4	Kennel and shelter areas are cleaned daily.			
5	Animal Control staff maintains regular, publicized office hours per contract specifications			
6	Local management available to resolve operational or personnel issues in a timely manner.			
7	Police Department able to contact local management as needed during business hours or within an hour for emergencies.			
8	Animals are adopted out when at all possible.			
9	Required logs are kept and maintained appropriately.			
10	Contractor provides public education in accordance with negotiated proposal.			
11	Animal Control Officers are properly attired with company uniforms and identification according to the negotiated contract.			
12	Animal Control Officer certifications are complete and current.			
13	Animal Control officers and other staff are polite and courteous. No unresolved complaint issues on file.			
14	<u>Monthly payments and</u> Reports received by the <u>stated deadline</u> . Reports are accurate and use the City reporting form.			
15	Year-end reports completed timely and accurately			
16	Year-end <u>financial review</u> completed timely and accurately.			
17	<u>Response time within allowable time frames</u>			
18.	Other:			

COMMENTS

Signature: JPD Contract Administrator: _____

Date: _____

FOR REVIEW, SIGNATURE AND RETURN TO THE JPD CONTRACT ADMINISTRATOR
WITHIN 48 HOURS

COMMENTS:

Signature: Animal Control Contractor: _____

Date: _____

**FAX YOUR RESPONSE WITHIN 48 HOURS TO: 586-4030,
ATTN.: CONTRACT ADMINISTRATOR FOR ANIMAL CONTROL SERVICES**

ATTACHMENT F: PRICE PROPOSAL & GENERAL INFORMATION

Contract Amount *for 12 months*: \$ _____

Attach a detailed budget of expenses for one year.

Facilities: (number of kennels and other information)

Impound area _____

Animal area _____

Facility Hours: (a minimum of 8 hours per weekday and 4 hours on Saturday or Sunday)

Monday-Friday _____

Saturday _____

Sunday _____

Holidays _____

Vehicles: (indicate whether currently owned or to be purchased prior to award of contract)

Make/Model/year/Description of interior _____

Make/Model/year/Description of interior _____

Make/Model/year/Description of interior _____

Make/Model/year/Description of interior _____

Software program for: Licensing, adoption program, etc.: (type) _____

Training plan for employees (bring written details to interview) _____

Public training / outreach (bring written details to interview) _____

Subcontractor(s), if applicable: _____

Percentage of work to be performed by the subcontractor(s) _____

ATTACH A DETAILED BUDGET & INCLUDE WITH YOUR PROPOSAL

CBJ ANIMAL CONTROL FEE SCHEDULE

(from CBJ Resolution Number 2081)

Description	Fee Amount
Dog License Fee	
Annual Fee for dogs over 6 months of age	\$35.00
Spayed Female/Neutered Male over 6 months of age	\$15.00
Dogs acquired after Sep. 1	Price reduced by ½
Late Fee – licenses issued after March 1	\$15.00 additional
Special License Fee	
Potentially dangerous dogs	\$100.00
Late Fee – licenses issued after January 1	\$50.00 additional
Duplicate Tag Fee (lost tag)	
	\$5.00
Impound Fee	
1 st time for the same animal within a calendar year	\$30.00
2 nd time for the same animal within a calendar year	\$50.00
3 rd time for the same animal within a calendar year	\$75.00
4 th and subsequent times within the same calendar year	\$100.00
Impound Boarding Fee	
Prior to owner notification	\$10.00/day*
After owner has been notified	\$15.00/day*
Group License Fee	
Annual Group Fee	\$245.00
Annual per dog charge	\$5.00

*per day or any portion of a day; a “day” is defined as the period of time from midnight to midnight.