AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT	1. Solicitation Number	Page of Pages	
	DCHC-2009-R-0526	1	6

2. Amendment/Modification Number	3. Effective Date	4. Requisition/Purchase Request No.	5. Solicitation Caption
DCHC-2009-R-0526 00011	See 16C Below		Comprehensive Animal Services

6. Issued by: Code	7. Administered by (If other than line 6)
Office of Contracting and Procurement 441 4th Street, NW Washington, DC 20001	Department of Health Health Regulation and Licensing Administration Bureau of Community Hygiene 717 14th Street, NW 10th Floor Washington, DC 20002

8. Name and Address of Contractor (No. street, city, county, state and zip code)		
Potential Offerors	X	9A. Amendment of Solicitation No. DCHC-2009-R-0526
		9B. Dated (See Item 11) April 30, 2009
		10A. Modification of Contract/Order No.
Code Facility		10B. Dated (See Item 13)

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers ☒ is extended. ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning 1 copies of the amendment: (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) BY separate letter or fax which includes a reference to the solicitation and amendment number. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such may be made by letter or fax, provided each letter or telegram makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. Accounting and Appropriation Data (If Required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14

	A. This change order is issued pursuant to (Specify Authority): 27 DCMR 3601.2 The changes set forth in Item 14 are made in the contract/order no. in item 10A.
	B. The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation data etc.) set forth in item 14, pursuant to the authority of 27 DCMR, Chapter 36, Section 3601.2.
	C. This supplemental agreement is entered into pursuant to authority of:
	D. Other (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not ☒ is required to sign this document and return **1** copy to the issuing office.

14. Description of Amendment/Modification (Organized by UCF Section headings, including solicitation/contract subject matter where feasible.)

Solicitation DCHC-2009-R-0526 is hereby modified as described on pages 2- 6 that follow and Attachment A Responses to Questions Abut the Solicitation:

15A. Name and Title of Signer (Type or print)		16A. Name of Contracting Officer James H. Marshall	
15B. Name of Contractor (Signature of person authorized to sign)	15C. Date Signed	16B. District of Columbia (Signature of Contracting Officer)	16C. Date Signed 7-31-09

Item No.	Section Reference	Amendment	Amended Provision
1	Section A Block 9	**Delete:** August 3, 2009 **Insert:** August 5, 2009	
2	C.1.2 Definitions	**Insert:** **C.1.2.64 Major Repair** – a repair necessary to maintain the operations of the ACCF with a cost of $1,000.00 or more. **C.1.2.65 Minor Repair** – a repair necessary to maintain the operations of the ACCF with a cost of less than $1,000.00.	**C.1.2.64 Major Repair** – a repair necessary to maintain the operations of the ACCF with a cost of $1,000.00 or more. **C.1.2.65 Minor Repair** – a repair necessary to maintain the operations of the ACCF with a cost of less than $1,000.00.
3	C.3.1.5.1	After the word conduct and before the word approximately **Insert:** a total	**C.3.1.5.1** The Contractor shall conduct a total of approximately 100 inspections per year as required or directed by the Contracting Officer's Technical Representative (COTR) identified in G.9.1 for permit applications for the following permits:

Item No.	Section Reference	Amendment	Amended Provision
4	C.3.4.8.1	First sentence **Delete:** In its entirety **Insert:** The Contractor shall order and pay for all minor repairs, as defined in C.1.2.65, necessary to maintain operations of the ACCF.	The Contractor shall order and pay for all minor repairs, as defined in C.1.2.65, necessary to maintain operations of the ACCF. The Contractor shall be financially responsible for all minor repairs that do not exceed $20,000 in the aggregate in any one year. For all minor repairs, Contractor shall submit to the COTR a written invoice reflecting the direct cost of the minor repair. When the minor repairs exceed $20,000 in the aggregate in any one year, the District will begin to reimburse the Contractor for all direct costs of minor repairs in excess of $20,000 in the aggregate (as reflected in written invoices) incurred by the Contractor for minor repairs. The District will reimburse the Contractor until the aggregate ceiling reaches $50,000. The District will not reimburse the Contractor for the first $20,000 in minor repair costs. The District will be responsible for reimbursing the Contractor for the direct costs incurred for minor repairs when the aggregate amount of the minor repairs for any one year is in the range of $20,000 to $50,000.

Item No.	Section Reference	Amendment	Amended Provision
5	C.3.10.2	**Delete:** In its entirety **Insert::** **C.3.10.2** The Contractor shall provide an Animal Control Officer to evaluate every site where a resident requests to borrow and set a trap to determine if trapping is the best course of action. Additionally, the Contractor shall provide a written instruction sheet on humane and effective trapping techniques to each resident that is issued a trap.	**C.3.10.2** The Contractor shall provide an Animal Control Officer to evaluate every site where a resident requests to borrow and set a trap to determine if trapping is the best course of action. Additionally, the Contractor shall provide a written instruction sheet on humane and effective trapping techniques to each resident that is issued a trap.
6	C.3.16 Low Cost Sterilization Education and Incentive Program	Second sentence **Delete:** In its entirety **Insert:** The Contractor shall develop and implement a rotation schedule to document and ensure the equitable use of all licensed veterinarians or clinics identified by DOH.	The Contractor shall develop and implement a rotation schedule to document and ensure the equitable use of all licensed veterinarians or clinics identified by DOH.

Item No.	Section Reference	Amendment	Amended Provision
7	C.3.26.6	**Delete:** In its entirety **Insert:** **C.3.26.6** The Contractor shall at a minimum make weekly deposits of all funds collected by the Contractor at the ACCF on behalf of the District into a separate FDIC insured bank. The Contractor shall maintain funds collected and to be deposited in a secure manner between deposits.	**C.3.26.6** The Contractor shall at a minimum make weekly deposits of all funds collected by the Contractor at the ACCF on behalf of the District into a separate FDIC insured bank. The Contractor shall maintain funds collected and to be deposited in a secure manner between deposits.
8	F.3 Deliverables	**Insert::** Solicitation Reference C.3.16 Deliverable Low Cost Sterilization Rotation of Veterinarians Quantity 1 Due Date Within 10 days of Contract Award	Solicitation Reference C.3.16 Deliverable Low Cost Sterilization Rotation of Veterinarians Quantity 1 Due Date Within 10 days of Contract Award

Item No.	Section Reference	Amendment	Amended Provision
9	Section J.10, Standard Operating Procedures, Section 7 Animal Files	Delete: In its entirety Insert: Electronic files shall be maintained for all animals. The file shall include all relevant information regarding the animal including, but not limited to pet personality profile, bite reports, notices to the owner, adoption paperwork, veterinary records, health record and pre-euthanasia checklist.	Electronic files shall be maintained for all animals. The file shall include all relevant information regarding the animal including, but not limited to pet personality profile, bite reports, notices to the owner, adoption paperwork, veterinary records, health record and pre-euthanasia checklist.
10	L.3.1	First sentence **Delete:** August 3, 2009 **Insert:** August 5, 2009	Proposals must be submitted no later than 2:00 pm August 5, 2009. Proposals, modifications to proposals, or requests for withdrawals that are received in the designated District office after the exact local time specified above, are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

DCHC-2009-R-5026 Amendment 00011

Attachment A

DCHC-2009-R-0526
Amendment 00011
Attachment A Responses to Questions About the Solicitation

Item No.	Solicitation Reference	Question	Response
1	C.3.4.8.1	The Contractor shall order and pay for all minor repairs, as defined in _____, necessary to maintain operations of the ACCF, including but not limited to, repair of sump pumps, repair of washers and dryers; electrical repairs, and repairs incident to sewer backup. The Contractor shall be financially responsible for all minor repairs that do not exceed $20,000 in the aggregate in any one year. For all minor repairs, Contractor shall submit to the COTR a written invoice reflecting the direct cost of the minor repair. When the minor repairs exceed $20,000 in the aggregate in any one year, the District will begin to reimburse the Contractor for all direct costs of minor repairs in excess of $20,000 in the aggregate (as reflected in written invoices) incurred by the Contractor for minor repairs. The District will reimburse the Contractor until the aggregate ceiling reaches $50,000. The District will not reimburse the Contractor for the first $20,000 in minor repair costs. The District will be responsible for reimbursing the Contractor for the direct costs incurred for minor repairs when the aggregate amount of the minor repairs for any one year is in the range of $20,000 to $50,000. There is no definition differentiating between a "major repair" and a "minor repair".	Please see Amendment 00011 Items No. 2 and 4
2	C.3.16	Please further define the "rotation schedule" to be utilized by the contractor. Is it the intent of the District to secure fixed pricing among all licensed District veterinarians to ensure equal cost for all adoptions? If not, will any additional expense be passed to the adopter, the District or the Contractor?	Please see Amendment 00011 Item No. 6

Item No.	Solicitation Reference	Question	Response
3	C.3.26.6 and SOP Applicable Document #	**C.3.26.6** The Contractor shall deposit all funds that are collected on behalf of the District into a separate FDIC insured bank account on a daily basis. E. **Bank Deposits.** Bank deposits are made a minimum of once a week. Deposits should be made more frequently, as the need arises. Please clarify. This clause contradicts the provided SOP, page 36, 2.E	Please see Amendment 00011 Item No. 7
4	Standard Operating Procedures – Page 11, section 7	**Animal files**. For most animals, files are kept electronically until they leave the DCACC facility. Upon disposition, all electronic records shall be printed and a file is created for every domestic animal containing the electronic record, as well as any paper records such as: pet personality profile, bite reports, notices to the owner, adoption paperwork, veterinary records, health record and pre-euthanasia checklist. Completed files shall be filed by address in the file room. Paper files need not be kept on animals that are euthanized. Please clarify. The storage and volume of paperwork created by all outcome animals will be substantial and redundant.	Please see Amendment 00011, Item No. 9

Item No.	Solicitation Reference	Question	Response
5	Standard Operating Procedures – Page 40, Paragraphs 1 and 2	The "Animal Rescue and Control" paragraph 1, of the newly created *Standard Operating Procedures for the District of Columbia Animal Care & Control Facility* states that *"...it is the goal of DCACC to...enforce all DC animal related laws (with the exception of anti-cruelty statutes)"* but continues in paragraph 2 to require Animal Control Officers to respond to, among other things, animals that have been "...abandoned, neglected, abused...". This second paragraph expands the current duties of the ACOs to respond to situations which would fall under the District's anti-cruelty statutes but prohibits them from investigating the cause of injury. Is this correct? (Page 40 paragraph 1 & 2)	There is no expansion of current legal authority of Animal Control Officers. Animal Control Officers are expected to enforce the Animal Control and Dangerous Dog Acts (Applicable Document #2). The Animal Control Officers are expected to respond to complaints and requests from the public. In some cases Animal Control Officers may impound animals that have been abandoned, neglected or abuse to hold and house, as in the case of assisting MPD during the execution of a search warrant. Animal Control Officers do not have the authority to investigate any charges of Cruelty. Only the Washington Humane Society can investigate complaints of cruelty and have authority under Chapter 22 in the Code, Cruelty to Animals. The authority of Animal Control Officers is limited to animal control, dangerous dogs and zoonotic diseases.
6	Standard Operating Procedures – Page 41 non-emergency calls	Is it the intent of the newly created *Standard Operating Procedures for the District of Columbia Animal Care & Control Facility* to remove the authority of the Metropolitan Police Department to respond to barking dog complaints and place it in the hands of the contractor?	No. Please see DCMR Title 24 Public Space and Safety, Chapter 9 Animal Control- 900.1
7	Standard Operating Procedures – Page 29 paragraph 3.A	Is it the intent of the newly created *Standard Operating Procedures for the District of Columbia Animal Care & Control Facility* to provide new services to the residents of the District of Columbia by offering to have an animal control officer pick up animals and transfer them to the DCACC to await further transport to a clinic for sterilization?	No. This is a service that has been offered for many years to members of the public that do not have access to transportation, ie, residents in public housing. Example: Animals that are in immediate need for sterilization may be impounded by DOH staff at rabies vaccination clinics and impounded and transported to the animal shelter by animal control officers.

Item No.	Solicitation Reference	Question	Response
8	Standard Operating Procedures – Page 46 paragraph 3	Is it the intent of the newly created *Standard Operating Procedures for the District of Columbia Animal Care & Control Facility* to provide new services to the residents of the District of Columbia by offering to have an animal control officer evaluate each nuisance animal site prior to utilizing humane trapping methods?	Please see Amendment 0011, Item No. 5
9	C.3.1.5.1	Is it the intent of C.3.1.5.1 that DCACC staff conducts 100 yearly inspections of each category of permits or of each permit holder?	Please see Amendment 0011, Item No. 3