

SOLICITATION, OFFER, AND AWARD		1. Caption Comprehensive Animal Services		Page of Pages 1 95	
2. Contract Number	3. Solicitation Number DCHC-2009-R-0526	4. Type of Solicitation <input type="checkbox"/> Sealed Bid (IFB) <input checked="" type="checkbox"/> Sealed Proposals (RFP)		5. Date Issued 04/30/09	6. Type of Market <input checked="" type="checkbox"/> Open <input type="checkbox"/> Set Aside Open Market with Set-Aside SBE Designated Category:
7. Issued By: Office of Contracting and Procurement 441 4th Street, NW, Suite 700 South Washington, DC 20001			8. Address Offer to: Office of Contracting and Procurement - Bid Room 441 4th Street, NW, Suite 703 South Washington, DC 20001		

NOTE: In sealed bid solicitations "offer" and "offeror" means "bid" and "bidder"

SOLICITATION

9. Sealed offers in original and na copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried to the bid counter located at 441 4th Street, NW, Suite 703S, Bid Room, Washington, DC until 2:00 PM local time June 1, 2009
(Hour) (Date)

CAUTION: Late Submissions, Modifications and Withdrawals: See 27 DCMR chapters 15 & 16 as applicable. All offers are subject to all terms & conditions contained in this solicitation.

10. For Information Contact	A. Name Adele Smith		B. Telephone			C. E-mail Address adele.smith@dc.gov
	(Area Code) 202	(Number) 724-4960	(Ext)			

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OFFER

12. In compliance with the above, the undersigned agrees, if this offer is accepted within 120 calendar days from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified herein.

13. Discount for Prompt Payment	<input type="checkbox"/> 10 Calendar days %	<input type="checkbox"/> 20 Calendar days %	<input type="checkbox"/> 30 Calendar days %	<input type="checkbox"/> Calendar days %
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14. Acknowledgement of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION):	Amendment Number	Date	Amendment Number	Date

15A. Name and Address of Offeror	16. Name and Title of Person Authorized to Sign Offer/Contract		
15B. Telephone (Area Code) (Number) (Ext)	15 C. Check if remittance address is different from above - Refer to Section G	17. Signature	18. Offer Date

AWARD (TO BE COMPLETED BY GOVERNMENT)

19. Accepted as to Items Numbered	20. Amount	21. Accounting and Appropriation
		Certification of Funding OCFO
22. Name of Contracting Officer (Type or Print) James H. Marshall	23. Signature of Contracting Officer (District of Columbia)	24. Award Date



**SECTION B
SUPPLIES OR SERVICES AND PRICE**

B.1 INTRODUCTION

The Government of the District of Columbia, Office of Contracting and Procurement (OCP), on behalf of the Department of Health Animal Disease Prevention Bureau is seeking a contractor to provide comprehensive animal control and animal disease prevention services and to manage and operate the District's Animal Care and Control Facility to protect the public health and safety of the residents and visitors of the District and to provide support for natural and manmade disasters and bio events.

B.2 CONTRACT TYPE

The District contemplates award of a firm fixed price contract with a cost reimbursement component.

B.3 PRICE SCHEDULE

B.3.1 Base Year

CLIN	Description of Services	Price Per Year
0001	Provide comprehensive animal control and animal disease prevention services and to manage and operate the District's Animal Care and Control Facility	\$ _____
0002	Cost Reimbursement Component for Repairs	Not To Exceed \$20,000.00
TOTAL PRICE		\$ _____

B.3.2 Option Year One

CLIN	Description of Services	Price Per Year
0101	Provide comprehensive animal control and animal disease prevention services and to manage and operate the District's Animal Care and Control Facility	\$ _____
0102	Cost Reimbursement Component for Repairs	Not To Exceed \$20,000.00
TOTAL PRICE		\$ _____

B.3.3 Option Year Two

CLIN	Description of Services	Price Per Year
0201	Provide comprehensive animal control and animal disease prevention services and to manage and operate the District's Animal Care and Control Facility	\$ _____
0202	Cost Reimbursement Component for Repairs	Not To Exceed \$20,000.00
TOTAL PRICE		\$ _____

B.3.4 Option Year Three

CLIN	Description of Services	Price Per Year
0301	Provide comprehensive animal control and animal disease prevention services and to manage and operate the District's Animal Care and Control Facility	\$ _____
0302	Cost Reimbursement Component for Repairs	Not To Exceed \$20,000.00
TOTAL PRICE		\$ _____

B.3.5 Option Year Four

CLIN	Description of Services	Price Per Year
0401	Provide comprehensive animal control and animal disease prevention services and to manage and operate the District's Animal Care and Control Facility	\$ _____
0402	Cost Reimbursement Component for Repairs	Not To Exceed \$20,000.00
TOTAL PRICE		\$ _____

B.3.6 Price Summary

Contract Period of Performance	Total Price
B.3.1 Base Period	\$ _____
B.3.2 Option Year 1	\$ _____
B.3.3 Option Year 2	\$ _____
B.3.4 Option Year 3	\$ _____
B.3.5 Option Year 4	\$ _____
Grand Total (5 years)	\$ _____

SECTION C
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 SCOPE

The Government of the District of Columbia, Office of Contracting and Procurement (OCP), on behalf of the Department of Health Animal Disease Prevention Bureau is seeking a contractor to provide comprehensive animal control and animal disease prevention services and to manage and operate the District's Animal Care and Control Facility to protect the public health and safety of the residents and visitors of the District and to provide support for natural and manmade disasters and bio events.

C.1.1 Applicable Documents

The following documents are applicable to this procurement and are hereby incorporated by this reference :

Document No.	Document Type	Title	Version
1	DC Law	Animal Control Act DC Code, 2001 ED., <i>et seq.</i> http://government.westlaw.com/linkedslice/default.asp?SP=DCC-1000	December 2008
		§ 8-1801	
		§ 8-1901	
2	DC Law	Dangerous Dog Act DC Code, 2001 ED. § 8-2201 http://government.westlaw.com/linkedslice/default.asp?SP=DCC-1000	December 2008
3	DC Law	Pet Ownership Restriction in Assisted Housing DC Code, 2001 ED. § 8-2201 http://government.westlaw.com/linkedslice/default.asp?SP=DCC-1000	2001
4	Municipal Regulations	Title 19 DCMR, Chapter 15 Fish and Wildlife http://os.dc.gov/os/frames.asp?doc=/os/lib/os/info/odai/title_19/15.pdf	1986
5	Municipal Regulations	Title 22 DCMR http://os.dc.gov/os/cwp/view.a.1207.q.639649.asp	Most Recent
		Chapter 1 Protection of Public Health	
		Chapter 2 Communicable and Reportable Diseases	
		Chapter 7 Animals, Pet Shops, and Animal Hospitals	
		Chapter 10 Registration of Manufacturers Distributors and Dispensers of Controlled Substances	
		Chapter 11 Hearings	
Chapter 15 Inspections			
6	Municipal Regulations	Title 23	
		Chapter 33 Stockyards, Slaughter Houses and Packing Uses, Keeping	
		Chapter 34 Killing Poultry	

Document No.	Document Type	Title	Version
7	Municipal Regulation	Title 24 Chapter 9 Animal Control http://os.dc.gov/os/frames.asp?doc=/os/lib/os/info/odai/title_24/title24_chapter9.pdf	
8	DOH Operating Procedures	DC Dept of Health Animal Disease Control Standard Operating Procedures (SOPs)	2008
9	Mayor's order 2000-97	Delegation of Authority under D.C. Law 3-30, the Animal Control Act of 1979	June 14, 2000
10	Mayor's Order 2000-98	Delegation of Authority under D.C. law 7-176, the Dangerous Dog Amendment Act of 1988	June 14, 2000
11	Industry Standard	UC Davis Koret Shelter Medicine Program Website Resources www.sheltermedicine.com	2008
12	Industry Standard	Animal Sheltering Resource Library and Humane Society of the United States Animal Shelter Guidelines http://www.animalsheltering.org/resource_library/policies_and_guidelines/guidelines_for_animal_shelter_operations.html	2008
13	Industry Standard	Human Rabies Prevention 2008- Recommendations of the Advisory Committee on Immunization Practices 57:1-26,28 http://www.cdc.gov/mmwr/preview/mmwrhtml/rr57e507a1.htm	May 7, 2008
14	DOH Permit	Federal Fish and Wildlife Migratory Bird Permit issued to DOH MB035197-0	April 2006
15	Federal Law	Drug Enforcement Code of Federal Regulations 21 CFR, Part 13, B, D http://www.access.gpo.gov/cgi-bin/cfrassemble.cgi?title=200121	April 2001
16	DPW Guidelines		

C.1.2 Definitions

The terms below are defined as follows when used in the contract:

C.1.2.1 Animal shall mean any mammal of a species that is susceptible to rabies, except man, as the definition relates to quarantine and rabies matters. For other matters, animal means all living and sentient creatures

C.1.2.2 Animal Care and Control Facility or “the Facility” (ACCF) shall mean the facility that is used or designated for use to house or contain any dog or cat or other animal impounded under this contract and that is owned by the District of

Columbia, and where animals and operations are housed under the authority of the D.C. Codes §8-1801 *et seq.* and §8-1901 *et seq.*

- C.1.2.3** **Animal Control Officer** shall include any person trained in animal control and employed or contracted by the DC Department of Health to enforce the D.C. Codes §Title 8- 1801, *et seq.*, §8- 1901, *et seq.*
- C.1.2.4** **Adoptable Animal** shall include any healthy and treatable companion animal.
- C.1.2.5** **At large** shall mean an animal found off the premises of its owner and neither leashed nor otherwise under the immediate control of a person capable of physically restrain. (DC Code §8-1801)
- C.1.2.6** **Biting Animal Data Base** shall mean a computerized database to be created by the Department of Health to record animal bites reported by the public.
- C.1.2.7** **Breed Rescue** shall mean the volunteer care and housing of animals of specific breeds, cared for by the entity that focuses on that particular breed, which may not be able to be adopted from the ACCF because of age, illness, improper socialization or overpopulation at the ACCF.
- C.1.2.8** **Cat** shall mean any member of the species *Felis catus*, regardless of age, sex, or breed.
- C.1.2.9** **Companion Animal** shall mean any animal that is commonly considered a pet, including exotic animals.
- C.1.2.10** **Customer** shall mean any District resident or nonresident seeking the animal control services.
- C.1.2.11** **Dangerous animal** shall mean any animal that because of specific training or demonstrated behavior threatens the health and safety of the public. The term “dangerous animal” shall not include a dangerous dog as defined in §8-1901 (1).
- C.1.2.12** **Dangerous Dog** shall mean any dog that causes serious injury to a person or domestic animal without provocation as defined by D.C. Code §8-1901, *et seq.*
- C.1.2.13** **Department** shall mean the District of Columbia Department of Health.
- C.1.2.14** **District** means the District of Columbia government including any and all of its agencies and components.
- C.1.2.15** **Dog** shall mean any members of the species *Canis familiaris*, regardless of age, sex, or breed.

- C.1.2.16 Dog Exercise Area (DEA) Park** shall mean an area approved and permitted by the District Department of Parks and Recreation where dogs are not legally required to be leashed.
- C.1.2.17 Epidemiology** shall mean the branch of medicine dealing with the incidence, prevalence, and control of disease in populations.
- C.1.2.18 Exotic Animal** shall mean a non-domestic animal, non-indigenous animal, such as an iguana that is prohibited in the District. (DC Code §8-1801 (h) (1))
- C.1.2.19 Exposure** shall mean a bite or scratch, a wound that breaks the skin's surface by suffered by a human or domestic animal caused by any animal capable of, and suspected of, carrying the rabies virus, and possibly transmitting rabies.
- C.1.2.20 Foster Care** shall mean the volunteer care and housing of animals which are not able to be adopted from the ACCF because of age, illness, improper socialization or overpopulation at the ACCF, but which may be adoptable at the Facility at a later date.
- C.1.2.21 Foster Care Coordinator** shall mean an employee or agent of the Contractor who shall identify and transfer animals eligible for foster care from the ACCF into foster care.
- C.1.2.22 Health Certificate** shall mean a certificate issued and signed by a veterinarian, legally qualified to practice in the state or country of origin, verifying the health and vaccination status of an animal.
- C.1.2.23 Healthy Animal** shall mean any weaned companion animal that shows no sign of injury or sickness, and is temperamentally sound.
- C.1.2.24 Humane Officer** shall mean an employee or volunteer of the Washington Humane Society who is authorized by the Washington Humane Society to enforce the D.C. Cruelty to Animals Act, D.C. Code §22-1001, *et seq.*
- C.1.2.25 Humane Organization** shall mean any incorporated organization whose purpose is to protect animals.
- C.1.2.26 Impound** shall mean the act of taking or receiving into District custody by the District of Columbia Department of Health or Contractor thereof any dog or other animal for the purpose of confinement in the ACCF Control Facility in accordance with the D.C. Code § 8-1801, *et seq.*
- C.1.2.27 Kennel** shall mean an enclosed, controlled area inaccessible to other animals, in which a person or agency keeps, harbors or maintains animals under controlled conditions.

- C.1.2.28** **Livestock** shall mean hooved animals including horses, cows, sheep, goats, swine, mules, asses, Llamas and alpacas.
- C.1.2.29** **Low Cost Sterilization** shall mean sterilization provided by a licensed veterinarian less than the rate charged for sterilization by veterinarians in the District of Columbia or the immediate surrounding counties. Sterilization provided at a below-market rate shall qualify as Low Cost Sterilization.
- C.1.2.30** **Mayor** shall mean the Mayor of the District of Columbia or his designee.
- C.1.2.31** **Owner** shall include any person having a right of property in an animal, and any person who keeps or harbors an animal. The term owner also includes any person that has an animal in his or her care, or who acts as the custodian of any animal, and any person who permits an animal to remain on or about any premises occupied by him. An owner shall not include a licensed Animal Facility, a licensed pet shop or an incorporated animal welfare agency not engaged in the sale of animals. (DC Code 8-1804 (a))
- C.1.2.32** **Pet Dealer** shall mean any person that owns a pet store.
- C.1.2.33** **Pet Store** shall mean a commercial establishment currently licensed to operate as a pet shop in the District of Columbia that engages in a for-profit business of selling animals permitted for sale by DC Code § 8-1808(h)(1).
- C.1.2.34** **Potentially Dangerous Dog** shall mean any dog that, without provocation chases or menaces a person or domestic animal in an aggressive manner, causing an injury to a person or domestic animal that is less severe than a serious injury, as defined by D.C. Code §8-1901, *et seq.*
- C.1.2.35** **Public Nuisance** shall mean any animal in violation of the Health Nuisance Regulations under Title 22, Chapter 1 and the Animal Control regulations under Title 24, Chapter 9.
- C.1.2.36** **Quarantine** shall mean the keeping of an animal, separate and apart from other animals and from the public, to prevent the spread of diseases from one animal to another, from an animal to humans, or for the purpose of observation to observe whether the animal exhibits symptoms of rabies or other zoonoses. Quarantine also means keeping an animal apart from the public either in the custody of an Owner or the ACCF.
- C.1.2.37** **Quarantine Report** shall mean a form that is prepared by staff to indicate the requirements of quarantine in the case where a rabies vector species bites or has contact with a human or another mammal.

- C.1.2.38 Rabies** shall mean a communicable zoonotic disease, also known as hydrophobia, which is caused by a rhabdovirus of the genus Lyssavirus and which is transmissible from animals to humans.
- C.1.2.39 Rabies Prophylaxis** shall mean the protection against or prevention of rabies by protective measures or treatment.
- C.1.2.40 Rabies Suspect Animal** shall mean any rabies vector species that has displayed symptoms consistent with rabies and/or has had contact with a human or another mammal.
- C.1.2.41 Rabies Vaccination** shall mean the administration of an anti-rabies vaccine to humans or animals under the supervision of a licensed physician or veterinarian.
- C.1.2.42 Rabies Vector Species** shall mean any species of animal that is known to carry the rabies virus that may or may not be showing typical symptoms of the disease.
- C.1.2.43 Redemption** shall mean the act of returning an animal to its proper owner once the owner has complied with all applicable regulations and paid any outstanding fees and liens.
- C.1.2.44 Rescue Coordinator** shall mean an employee or agent of the Contractor who shall coordinate the transfer of any adoptable animals that have not been adopted due to overpopulation, or the transfer of any unadoptable animals that are not adoptable due to age, illness, or improper socialization to approved animal shelters, rescues or breed rescue organizations who have committed to any necessary rehabilitation and to adopting the animal
- C.1.2.45 Running-at-Large** shall mean the status of any dog or other domestic animal while roaming, running or self-hunting off the property of its owner or custodian and not on a leash or other restraining device and not under the owner's or custodian's immediate physical control. (see at Large)
- C.1.2.46 Serious Injury** shall mean any physical injury those results in broken bones or lacerations requiring multiple sutures or cosmetic surgery.
- C.1.2.47 Sterilization** shall mean surgically rendering an animal incapable of reproducing, known as spaying or neutering.
- C.1.2.148 Stray dog** shall mean any dog running-at-large.
- C.1.2.49 Temperamentally sound** shall include any companion animal whose attitude toward people and animals is excellent or good, as determined by a trained behaviorist.

- C.1.2.50** **Trapping** shall mean the humane trapping of a nuisance or rabies vector species, generally with a humane box trap.
- C.1.2.51** **Treatable Animal** shall include any companion animal that is not healthy, but whose prognosis is excellent, good, fair, or manageable as determined by a veterinarian, or is unweaned but can be bottle feed. Treatable animal shall also apply to animals whose temperament is determine to be fair by a trained behaviorist, and is not vicious.
- C.1.2.52** **Unhealthy animal** shall include any companion animal with a severe illness or injury, including young animals that fail to thrive despite attempts to bottle feed, whose prognosis is poor or grave as determined by a veterinarian, or a companion animal that has a temperamental characteristic that poses a health and/or safety risk to humans or other companion animals, and has been determined to be vicious by a trained behaviorist.
- C.1.2.53** **Vaccinated** shall mean protected by a documents inoculation that the Mayor, consistent with the practices of veterinary medicine, determines is currently effective. (DC Code §8-1801)
- C.1.2.54** **Veterinarian** shall mean any veterinarian licensed by the Board of Veterinary Medicine to practice medicine in animals in the District of Columbia or any veterinarian employed by a government agency.
- C.1.2.55** **Veterinary Euthanasia Technician** shall refer to a person certified by the Board of Veterinary Medicine to euthanize animals assigned to the care of a legally operated humane society, animal shelter or animal control facility within the District.
- C.1.2.56** **Veterinary Technician** shall refer to a person certified by the Board of Veterinary Medicine who, under the direct supervision and control of a veterinarian, practices veterinary acts relating to maintenance of health or treatment of any animal.
- C.1.2.57** **Vicious Animal** shall apply to any companion animal who exhibits aggression that makes it a health and safety risk to people or other companion animals even when it is not hungry, in pain, or frightened, or an animal whose temperament has been classified as poor or grave by a trained behaviorist.
- C.1.2.58** **Virology report** shall mean a report that is prepared when there is contact from a rabies suspect animal and the brain will be removed for testing to determine whether the animal has rabies.
- C.1.2.59** **Wildlife** shall mean any non-domesticated animal indigenous to the District of Columbia area and which is not permitted for sale or ownership by D.C. Code § 8-1808(h)(1).

C.1.2.60 Wildlife Rehabilitator shall mean any persons or organization which houses and cares for injured or sick wildlife until such time that the animal can be released into the wild. Rehabilitator also means only such a person or organization as described which operates under the authority of all legally required permits.

C.1.261 Zoonosis shall mean a disease of animals, such as rabies or psittacosis, which can be transmitted to humans.

C.2 BACKGROUND

C.2.1 Mission

C.2.1.1 The Animal Disease Prevention Division in the Bureau of Community Hygiene is an integral component of the Health Regulation and Licensing Administration in the District of Columbia Department of Health. The mission of the Animal Disease Prevention Division is to protect the public health and safety of the residents and visitors in the District by reducing the risks of diseases and by preventing the spread of rabies, a fatal virus, and other zoonoses, diseases that are transmitted from animals to humans, by providing field services throughout the District.

C.2.1.2 By providing these animal control and animal disease prevention services, the Contractor protects the public from animal-related diseases and assists the public with animal-related problems year round, twenty-four hours a day and include but are not limited to, animal disease prevention, animal control, rabies suspect control, stray animal control, dangerous dog control, euthanasia, sterilization, and adoption.

C.2.2 Goals

The Animal Disease Prevention Division in the Department of Health seeks to reduce the risks of disease and protect public health. The specific goals are:

- a. reduce the number of stray animals that are impounded
- b. decrease animal attacks and bites
- c. decrease euthanasia of adoptable animals through efforts to increase adoption, sterilization
- d. increase rabies and distemper vaccination of animals
- e. Increase compliance with the animal control laws
- f. Increase animal licensing
- g. Increase adoption behaviorally and physically sound companion animals
- h. Increase the number of animals that are returned to owners
- i. Increase distribution of outreach and education information
- j. Increase sterilization of domestic animals
- k. Increase enforcement of animal control, dangerous dog, communicable

disease and other applicable laws and regulations

C.2.3 Recent Legislation

C.2.3.1 The District of Columbia Council unanimously passed the Animal Protections Act of 2008 on July 15, 2008. The legislation updated many archaic laws and addresses many issues that are of great concern to the residents of the District. The resulting legislation is far reaching, proactive and in many cases revolutionary. For the first time in the District, and rarely, in any other jurisdictions, the law requires that euthanasia at the ACCF be reduced, that the Mayor can inspect the ACCF to determine compliance with the contractual obligations, and that trap, neuter and return practices be utilized for controlling feral cats.

C.2.3.2 The law went into effect on December 5, 2008. The law allows District veterinarians to issue licenses, requires the scanning for microchips at the ACCF, limits the use of animals to exhibition purposes, amends the Dangerous Dog Act to add a category for Potentially Dangerous Dogs, establishes commercial animal breeder and commercial pet facility licensing requirements, prohibits the release of animals for experimentation, establishes guard dog licensing requirements, establishes care for classroom pets, and requires the development of an emergency preparedness plan for the protection of domestic animals in case of a major disaster or emergency.

C.2.3.3 The items listed below in the new law correlate to the requirements in the contract:

- a. Reduction of euthanasia
- b. Facility and operation inspection to determine compliance with the contract
- c. Trap, neuter, return for feral cats
- d. Scanning for microchips on impounded animals
- e. Identification of potentially dangerous dogs
- f. Licensing requirements for commercial animal breeders and commercial pet facilities
- g. Prohibition on release of animals for experimentation
- h. Licensing requirements for guard dogs
- i. Development of an emergency preparedness plan for domestic animals

C.2.4 Statistics

C.2.4.1 The table below captures selected statistics at the ACCF for impoundment, adoption and euthanasia for an eleven year period for domestic animals. Even

though previous RFPs have had increased adoption and decreased euthanasia as goals and even though the numbers of animals impounded have decreased significantly, the percentages of domestic animals that are adopted and animals that are euthanized have remained relatively constant. Complete performance measure statistics for Fiscal Years 1998 through 2008 are as follow:

	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008
Total Live Dogs, Cats Impounded	10875	11229	10911	9898	8383	8767	7086	7845	7728	7038	7216
Return to Owner	2365	1181	1007	805	634	589	426	554	632	676	604
Adopted	1794	1942	2014	1788	1967	1696	1203	1124	1175	1123	1456
Adoption%	16.50%	17.29%	18.46%	18.06%	23.465%	19.35%	16.98%	14.33%	15.96%	15.96%	20.18%
Euthanized	7969	8104	7436	7175	6145	6788	5491	6314	5967	5403	5668
Euthanized%	73.28%	72.17%	68.15%	72.49%	73.30%	77.43%	77.49%	80.48%	77.23%	76.77%	78.55%

C.2.5 Current Operating Environment

The District of Columbia has contracted out the animal control and animal disease prevention services since 1980, except for a brief time in 2004. The District owns and maintains the ACCF at 1201 New York Ave, NE. The District recently constructed an addition to the existing facility to facilitate increased adoption of animals. The twenty-six kennel addition is scheduled to open late in 2009.

C.3 REQUIREMENTS

The Contractor shall provide comprehensive animal control and animal disease prevention services and to manage and operate the District's Animal Care and Control Facility (ACCF) to protect the public health and safety of the residents and visitors of the District and to provide support for natural and manmade disasters and bio events. The Contractor shall protect the public from animal-related diseases and shall assist the public with animal-related problems year round, twenty-four hours a day and include but are not limited to, animal disease prevention, animal control, rabies suspect control, stray animal control, dangerous dog control, euthanasia, sterilization, and adoption. The Contractor shall provide services for approximately 11,000 animals impounded and approximately 15,000 in-field responses for complaints, inspections, investigations or service annually. The Contractor shall perform all requirements in accordance with applicable District laws (Applicable Documents Nos.1-3), District Municipal Regulations (Applicable Documents Nos. 4 – 7) conduct all operations per DOH Standard Operating Procedures (Applicable Documents No. 8), and Mayor's Orders (Applicable Documents No. 9-10).

C.3.1 LAW ENFORCEMENT

C.3.1.1 The Contractor shall act on behalf of the District and enforce only the provisions of the D.C. Animal Control Act, D.C. Code §8-1801, et seq. (Applicable Document No.1), the Dangerous Dog Act §8-1901, et seq. (Applicable Document No. 2), and other applicable regulations, as they currently exist or as may be amended in the future.

C.3.1.2 The Contractor shall enforce, per DOH Standard Operating Procedures (SOPs) (Applicable Document No. 8) that include:

- a. Communicable Diseases
- b. Animal Care and Control Agency
- c. Vaccinations
- d. Licenses and Fees
- e. Impoundment
- f. Release to Owner
- g. Adoption
- h. Prohibited Conduct
- i. Animal Hobby Permit
- j. Licensing Requirements
- k. Release of Animals
- l. Commercial Guard Dogs
- m. Emergency Preparedness
- n. Education and Incentive Program
- o. Penalty

p. Notice of Violation

- C.3.1.3** The Contractor shall enforce laws and regulations, per C.3.1.1, and issue warning notices, notices of violation and citations.
- C.3.1.4** The Contractor shall recognize that, as an agent of the Department of Health, final authority on any communicable disease, animal control or dangerous dog matter in the District remains with the Department of Health.
- C.3.1.5** The Contractor shall conduct routine and complaint-driven inspections and investigations of premises or animals to ensure compliance with animal control laws and regulations.
- C.3.1.5.1** The Contractor shall conduct inspections as required or directed by the Contracting Officer's Technical Representative (COTR) identified in G.9.1 for permit applications for the following permits:
- a. hobby permits,
 - b. guard dog permits,
 - c. commercial animal breeder permits,
 - d. commercial animal facility permits, and
 - e. other permits as required.
- C.3.1.6** The Contractor shall locate and contact owners and custodians of public nuisance animals, advising them of applicable animal control laws and regulations and issuing citations for as appropriate any violations

C.3.2 RABIES SURVEILLANCE

The Contractor shall provide the following services related to rabies surveillance: (References to "animals" in this section shall mean rabies vector species or rabies-suspect animals.)

C.3.2.1 Incident Investigations and Follow Up:

The Contractor shall ensure at a minimum the following:

- a. Prompt and accurate investigation of all reports of animal bites, reports of animals menacing and reports of attacks by animals that does not result in broken skin;
- b. Make space available for DOH to conduct brain removal from the carcasses of biting animals or rabies-suspect animals in the anteroom near the freezer at the ACCF;
- c. Communications to the public and to health care providers relating to rabies information, rabies testing, rabies testing results and rabies prophylaxis are handled only the DOH.

C.3.2.1.1 The Contractor shall perform the following tasks upon notification of a biting animal incident:

- a. Collect, compile and record all information for each animal bites on a form provided by DOH. If complete information is not immediately available, populate the report as information becomes available;
- b. Conduct a thorough investigation to determine the vaccination status of the animal;
- c. Determine the quarantine requirements and complete a quarantine form;
- d. Determine whether there is possible rabies exposure and complete a virology report, in the event that the brain must be removed for rabies testing;
- e. Conduct the first health check to determine health of the biting animal, in cases where the animal location is known;
- f. Issue quarantine requirements and procedures to the owner of the biting animal, in cases where the animal location is known;
- g. Dispatch field staff to look for the biting or rabies-suspect animal, if the location of the animal is not known;
- h. If the animal is slated to have the brain removed for rabies testing place it in the area near the freezer at the ACCF in a position with the abdomen on the floor with the front legs extended to the front and the rear legs extended to the rear and the head extended between the front legs. Place red duct tape along the top midline identifying the animal with the animal intake number with black permanent marker;
- i. Continue to update the information on the bite report as information becomes available, such as, second health check or updated medical information;
- j. Conduct second health check and ensure that the owner complies with the quarantine requirements;
- k. Ensure that the owner of the biting animal vaccinates the biting animal, per the requirements set forth on the quarantine report; and
- l. Verify compliance with quarantine, vaccination, and health check requirements for all biting animals, and victim animals in a domestic to domestic bite.

C.3.2.2 Incident Record Maintenance and Reporting

The Contractor shall record and maintain accurate records for all reports of animal bites, reports of animals menacing and reports of attacks by animals that does not result in broken skin. The records shall include at a minimum the following:

- a. Animal bite report;
- b. Virology report;
- c. Quarantine report; and

d. Un-located biting animals report

C.3.2.3 The Contractor shall enter biting animal information into the biting animal database.

C.3.2.4 Notification to DOH

The Contractor shall forward copies of all incident reports to DOH within twenty-four (24) hours by email. The Contractor shall notify the COTR or designee within one (1) hour by phone and by email in any of the following cases:

- a. where a human or domestic animal is bitten by a wild animal, or,
- b. where a human has contact with a wild animal, including bats, or,
- c. where a human is seriously attacked by a wild animal or a domestic animal, or,
- d. where a human is transported to the hospital

C.3.2.4.1 The Contractor shall refer cases involving un-located biting animals to the COTR or designee within twenty-four (24) hours of the bite and again three (3) days prior to the end of the required quarantine period by email. The Contractor shall inform DOH in cases where a virology report has been prepared and a rabies suspect animal is awaiting brain removal by email by 8:30 am for the previous twenty-four hours. The Contractor shall forward the updated bite reports to DOH within 24 hours of updating information on the bite report.

C.3.2.4.2 The Contractor shall refer all public health enquiries related to rabies or other Zoonotic diseases to the COTR or designee and shall not discuss any public health information related to rabies or other Zoonotic diseases with the media, the public or any other entity.

C.3.2.5 Precautions

The Contractor shall ensure that universal safety precautions are used at all times and shall ensure preventive measures are used to protect staff by performing the following tasks:

C.3.2.5.1 Provide rabies pre-exposure prophylaxis for all field staff and any other staff handling rabies-suspect animals prior to allowing staff to handle rabies vector species

C.3.2.5.2 Ensure that all staff use gloves and surgical masks when handling rabies-suspect animals.

C.3.2.5.3 Provide post-exposure prophylaxis for staff, as recommended by DOH, in the event of an exposure to rabies.

C.3.2.5.4 Prevent rabies transmission during euthanasia of rabies-suspect animals by

ensuring that staff wear safety goggles, a surgical mask, disposable gloves, and a waterproof smock or other protective clothing.

C.3.2.5.5 Ensure that instruments and contaminated surfaces used during euthanasia are cleaned and disinfected thoroughly after handling each rabies-suspect animal.

C.3.3 ZOOZOSES PREVENTION

C.3.3.1 The Contractor shall provide staff to impound, transport and house suspect animals during an investigation of zoonotic disease.

C.3.4 ANIMAL CARE AND CONTROL FACILITY

C.3.4.1 The Contractor shall track and post, in the ACCF in a conspicuous place accessible to the public, data that reflects the operations and monthly statistics, including impound, adoption, euthanasia and other dispositions.

C.3.4.2 The Contractor shall post, in the ACCF in a conspicuous place accessible to the public, the list of partner rescues and humane organizations where adoptable animals may be transferred.

C.3.4.3 The Contractor shall allow the Mayor or designee to inspect the ACCF to determine compliance with District laws, regulations, policies, and contractual obligations.

C.3.4.7 The Contractor shall promote the utilization of trap, spay or neuter, and return (TNR) practices as a means of controlling the District's feral cat population.

C.3.4.8 The Contractor shall promote the reduction of euthanasia for animals for which medical treatment or adoption is possible, including the adoption of feral kittens that are tamable according to the COTR approval, adoption and euthanasia reduction work plan developed by the Contractor.

C.3.5 EUTHANASIA

C.3.5.1 The Contractor shall provide humane euthanasia on an around-the-clock basis, primarily by intravenous injection of sodium pentobarbital, and only using methods approved by the Department of Health, per the SOPs.

C.3.5.1.1 The Contractor shall ensure that the euthanasia procedure is performed by either:

- a. a veterinarian licensed to practice veterinary medicine, or
- b. a trained euthanasia technician under the general supervision of a veterinarian licensed in good standing in the District of Columbia.
- c. a euthanasia technician certified by the District of Columbia once the District's euthanasia certification program is operational.

- C.3.5.2** The Contractor shall ensure that all staff that euthanize are certified to do so by a veterinarian and that all certificates are on file at the ACCF. The Contractor shall ensure that all staff being trained at the ACCF to qualify for a euthanasia certification is euthanizing animals under the supervision of certified personnel.
- C.3.5.3** The Contractor shall ensure that expiration of the holding period for a savable domestic animal is not the only reason for euthanizing; and shall ensure that all of the following conditions are met before an animal is euthanized:
- a. there are no empty cages, kennels, or other living environments in the shelter;
 - b. the animal cannot share a cage or kennel with another animal;
 - c. a foster home is not available;
 - d. identified rescue or humane organizations are not willing to accept the animal;
 - e. the animal is not a feral cat subject to sterilization and release;
 - f. the Animal Care and Control manager certifies that he or she has no other alternative.
- C.3.5.4** The Contractor shall only euthanize animals by lethal intravenous injection of sodium pentobarbital, except as follows:
- a. intraperitoneal injections may be used only under the direction of a licensed veterinarian, and only when intravenous injection is not possible for infant animals, animals other than cats and dogs, feral cats, or in comatose animals with depressed vascular function.
 - b. intracardiac injections may be used only when intravenous injection is not possible for animals who are completely unconscious or comatose, and then only under the direction of a veterinarian.
- C.3.5.5** The Contractor shall euthanize all animals out of sight of all other animals in the ACCF.
- C.3.5.6** The Contractor shall sedate or tranquilize animals as necessary to minimize their stress or discomfort, or in the case of vicious animals, to ensure staff safety, except that a neuromuscular blocking agent shall not be used.
- C.3.5.7** The Contractor shall remain in attendance between the time procedures to euthanize the animal are commenced and the time death occurs, and shall verify death has occurred prior to disposing of the body.
- C.3.5.8** The Contractor shall verify death and confirm death for each animal in all of the following ways:

- a. by lack of heartbeat, verified by a stethoscope;
- b. by lack of respiration, verified by observation;
- c. by pale, bluish gums and tongue, verified by observation; and
- d. by lack of eye response, verified if lid does not blink when eye is touched and pupil remains dilated when a light is shined on it.

C.3.5.9 The Contractor shall clean and disinfect the procedure area and room in which animals are euthanized on the following minimum frequency:

- a. Procedure area - shall be cleaned and disinfected between each procedure; AND
- b. Room – shall be cleaned and disinfected as necessary, but no less than once per day on days the room is used.

C.3.5.10 The Contractor shall ensure that the room where animals are euthanized shall have adequate ventilation that prevents the accumulation of odors.

C.3.6 VACCINATIONS

C.3.6.1 The Contractor shall administer anti-rabies and other vaccinations to dogs, cats and ferrets owned by District residents consistent with AVMA standard veterinary procedures and consistent with District policies, when these animals are:

- a. presented from the public,
- b. adopted to the public,
- c. sent to a foster home or breed rescue group, or
- d. returned to the animals' owners, as in redemption.

C.3.6.2 The Contractor shall provide low-cost anti-rabies and distemper vaccinations for dogs and cats to District residents that request such vaccinations during business hours and on the weekends at the ACCF. As an alternative, the Contractor may provide this service at a minimum of ten hours per week that include an evening on a business day and a weekend day.

C.3.6.3 The Contractor shall only vaccinate those animals for rabies that are at least 3 months old, in good health, not visibly pregnant or not a nursing mother.

C.3.6.4 The Contractor shall collect and compile the vaccination data that includes the owner, address, contact information and animal information and the number of animals vaccinated and other services. The Contractor shall produce a monthly report with the above data for submission to the COTR or designee.

C.3.6.5 The Contractor shall administer other customary vaccinations or inoculations (DHLPP, bordatella or FVRCP) to dogs and cats taken in for housing at the ACCF, except for extremely aggressive dogs or dogs and cats that are sick or are nursing puppies and kittens, visibly pregnant or nursing mothers.

C.3.6.6 The Contractor shall develop a vaccination work plan for COTR approval that includes the mission, operations and cost to the public.

C.3.7 LICENSES AND FEES

C.3.7.1 The Contractor shall issue dog licenses to all owners of dogs leaving the ACCF as adoptions or redemptions and to other owners of dogs upon request, upon presentation of required information and fees.

C.3.7.2 The Contractor shall insert microchips in all animals adopted from the ACCF, and shall encourage owners of animals being redeemed from the ACCF to purchase a microchip. The Contractor shall insert microchips in all animals presented by members of the public upon request, and presentation of required information and fees.

C.3.7.3 The Contractor shall enter microchip information into a database capable of tracking the data that shall be available for review.

C.3.8 IMPOUNDMENT

C.3.8.1 The Contractor shall only house animals impounded under the Animal Control and Dangerous Dog Acts, DC Code §8-1801 *et seq.* and §8-1901 *et seq.*, and animals surrendered to the ACCF by their legal owner.

C.3.8.2 The Contractor shall impound animals to be quarantined at the ACCF and house the animals separately in areas that are secure and not in the public venue.

C.3.8.3 The Contractor shall scan all incoming animals with a universal microchip scanner upon intake to seek the owner information.

C.3.8.4 The Contractor shall provide veterinary care for stray, injured animals that have identification, per the Animal Control Act.

C.3.9 LOST AND FOUND

C.3.9.1 The Contractor shall maintain a lost and found animal service, keep a logbook, updated daily, and advertise found animals (including non-domestic) in the newspaper, at least once, within twenty-four (24) hours of impoundment and place. The Contractor shall utilize the Contractor's web site and Pet Finder, or other tools, to list animals that are lost and found.

C.3.9.2 The Contractor shall trace all tags, and shall telephone and write to or visit possible owners to locate the animal's owner within twenty-four (24) hours of the animal's entrance to the ACCF.

C.3.9.3 The Contractor shall search lost and found records every twenty–four hours for all stray animals during the stray hold period, and continue utilized Petfinder and any other lost/found tools.

C.3.10 TRAPPING

C.3.10.1 The Contractor shall maintain a humane box- trapping program. Humane box traps must be available to residents to capture nuisance animals, as necessary, per District laws. Residents can either pay a deposit for the trap (payable to the resident at the time of return of the trap) or borrow a trap on a discretionary need basis.

C.3.10.2 The Contractor shall provide a written instruction sheet on humane and effective trapping techniques to each resident that is issued a trap.

C.3.11 RELEASE TO OWNER

C.3.11.1 The Contractor shall provide for the release of animals, or, redemption, to their owners after ascertaining proof of ownership and identity of claimant.

C.3.11.2 The Contractor shall not release a dog to its owner unless the owner has obtained a dog license.

C.3.11.3 The Contractor shall not release an animal to its owner unless the owner has paid all applicable impoundment, boarding, and veterinary fees, and any outstanding fines.

C.3.11.4 The Contractor shall issue a notice of violation to the owner of an impounded animal if the animal has been impounded more than once.

C.3.12 ADOPTION

C.3.12.1 The Contractor shall make companion animals available for adoption to the public.

C.3.12.2 The Contractor shall not ban, bar limit or otherwise obstruct the adoption of any animal based on arbitrary criteria, such as breed, age, color, or any other criteria unrelated to the individual animal’s medical condition or temperament.

C.3.12.3 The Contractor shall assist persons in completing adoption applications.

C.3.12.4 The Contractor shall perform temperament tests, as approved by the COTR, that are comprehensive, uniform behavior assessments applied to all dogs entering the ACCF to determine if the animal is a proper candidate for adoption, based on the evaluation.

- C.3.12.5** The Contractor shall base adoptability on personal knowledge of the animal and the temperament test
- C.3.12.6** The Contractor shall require adopters to sign a waiver absolving the District of any responsibility or liability for the animal's future behavior.
- C.3.12.7** The Contractor shall educate potential adopters about animal ownership, responsibilities and legal requirements, such as licensing, and may make a home visit part of the application for adoption process.
- The Contractor shall conduct an adoption outreach and education information session for the public at a minimum of once a month.
- C.3.12.8** The Contractor shall submit the protocols for home visits to the COTR or designee at the time of contract award.
- C.3.12.9** The Contractor shall meet with the potential adopter at the time that the application is submitted and work cooperatively to achieve a positive outcome resulting in adoption.
- C.3.12.10** The Contractor shall assure that healthy animals adopted from the ACCF are surgically sterilized prior to release, or obtain a deposit for the cost of sterilization for animals that are too ill or too young for the surgery to be performed prior to release.
- C.3.12.10.1** The deposit shall be deposited into the escrow account and returned to the adopter if the adopter chooses to have the sterilization performed by another veterinarian.
- C.3.12.10.2** The Contractor shall provide to the COTR or designee a monthly list of animals that have been released prior to sterilization and shall follow-up with the adopter within three (3) days prior to the expected surgery date to require compliance.
- C.3.12.10.3** The Contractor shall provide to the COTR or designee a monthly escrow account report.
- C.3.12.11** The Contractor shall not make any animal available for adoption that has demonstrated dangerous behavior, or, has been declared a potentially dangerous or dangerous dog.
- C.3.12.12** The Contractor shall establish a Foster/Volunteer/Adoption task force comprised of adoption, foster, and breed placement volunteers or representatives, members of other entities and Department of Health staff to promote adoptions. The task Force shall examine best practices and evaluate current practices with the specific goal of increasing adoptions and reducing euthanasia at the ACCF.
- C.3.12.13** The Contractor shall ensure that the Foster/Volunteer/Adoption Task Force meets

monthly to develop goals and timelines to increase adoptions and reduce euthanasia.

C.3.12.14 The Contractor shall develop and submit for COTR approval, an adoption work plan with the goal to increase adoptions and decrease euthanasia, and shall include outreach, education, funding, and specific goals, including advertising with Petfinder and other electronic and non electronic adoption tools, and timelines.

C.3.12.15 The work plan should be a comprehensive plan with the goal of increasing adoptions and reducing euthanasia. The plan shall include but not be limited to:

- a. moving animals into good homes;
- b. evaluation time at the ACCF prior to classifying the animal as adoptable;
- c. use of foster, rescue or other humane organizations;
- d. temperament testing recommendations;
- e. protocols for home visits;
- f. expected time frames for adoption transactions from the time the animal enters the ACCF until the final disposition resulting in an adoption;
- g. outreach and education to identify potential adopters in all areas of the District;
- h. training for applicants that are denied the ability to adopt;
- i. visibility of the District program, and;
- j. data tracking systems.

C.3.12.16 The Contractor shall develop a pet-retention program to help residents solve medical, environmental and behavioral problems with their animals and keep their animals. The Contractor shall develop volunteer programs to help socialize animals and to promote adoptions.

C.3.12.17 The Contractor shall seek to hold surrendered animals for a prescribed period of time for the purpose of adoption. Owner-relinquished animals may be adopted into new homes or transported to a rescue of humane organization for the purpose of adoption at any time after impoundment.

C.3.13 FOSTER CARE, ANIMAL RESCUES OR OTHER HUMANE ORGANIZATIONS

C.3.13.1 The Contractor shall develop a plan of action to transfer adoptable animals that have no pending applications and, or, have not been adopted after a period of 10 days, including two weekends of public viewing to foster care, rescue or other humane organizations for adoption.

C.3.13.1.1 The Contractor shall develop identify foster rescues, breed rescues, and other humane organizations for the purpose of transferring animals for adoption.

- C.3.13.1.2** The Contractor shall compile and maintain a current list of all rescue and transfer entities that includes contact information and animals that have been transferred, for review by the COTR.
- C.3.13.1.3** The Contractor shall identify a Foster Care/Rescue Coordinator who will contact the appropriate organization to alert them of animals that have not been adopted and are ready for transfer.
- C.3.13.1.4** The Contractor shall create a portal for transfer entities to view, alerting the entities to animals that have not been adopted, may be euthanized and are available for transfer.
- C.3.13.1.5** The Contractor shall identify a Foster Care/Rescue Coordinator who will process the transfer of the adoptable animals that have not been adopted to the transfer entities.
- C.3.13.2** The Contractor shall track all animals transferred to foster care, breed rescues and other humane organizations until the animal is adopted and shall provide a monthly report of current status of animals in all foster care, rescues and other humane organizations, indicating species, breed, health and disposition.
- C.3.13.3** The Contractor shall provide a health check, conducted by a veterinarian, including deworming, vaccinations, dental check-ups, canine heartworm tests, and feline leukemia and FIV tests for each animal that is transferred to foster care, rescue or humane organizations.
- C.3.13.3.1** The Contractor shall dispense routine medications to the foster care animals in foster care
- C.3.13.4** The Contractor shall provide donated animal food and supplies to the foster home volunteers, when possible.
- C.3.13.5** The Contractor shall accept any animal that a foster care volunteer can no longer care for, or, is not able to find an adoptive home. (For example if a foster care volunteer fosters a pregnant dog and finds that he/she cannot find homes for all the puppies, then, the foster care volunteer may bring the puppies to the shelter for adoption.)
- C.3.14** **RELEASE OF ANIMALS**
- C.3.14.1** The Contractor shall ensure that any animal dead or alive is protected from being used for research, experimentation, testing, medical instruction or demonstration, as blood donors, or from being transferred to any entity that stands to profit from the animal in the future
- C.3.14.2** The Contractor shall in all instances obtain written approval from the COTR prior

to transferring any animals to other facilities or entities for any reason other than adoption, redemption, release to wild, wildlife rehabilitator, foster home, breed placement, with no exceptions.

C.3.14.2.1 The Contractor may transfer animals for adoption to other humane organizations that are included on the COTR-approved list.

C.3.14.3 The Contractor shall not transfer any animal from District custody that is:

- a. under active investigation as a dangerous or potentially dangerous dog,
- b. in quarantine, or
- c. a rabies suspect animal.

C.3.14.4 The Contractor shall ensure that any Humane Organization that seeks to assume custody of an animal in District custody has submitted the required legal documents to DOH Office of the Attorney General for review and approval prior to releasing the animal, except in cases of imminent danger where a search warrant is not required and where the animal can be immediately transported to a veterinarian.

C.3.14.5 The Contractor shall obtain written COTR approval to transfer any animal carcass, except for pick up by District contractor authorized to dispose of animal remains.

C.3.14.6 The Contractor shall obtain advance approval from the COTR and the DC Metropolitan Police Department (MPD) before transferring any animals that are in District custody and that have been shot by law enforcement agents.

C.3.15 EMERGENCY PREPAREDNESS

C.3.15.1 The Contractor shall review and comment on the DOH draft emergency preparedness plan and updates for the animals residing in the District.

C.3.15.2 The Contractor shall review and comment on the DOH draft emergency preparedness plan and updates, for the operation of the ACCF.

C.3.15.3 The Contractor shall provide support to DOH in the event of a natural or manmade event, where ESF 8 is activated.

C.3.16 EDUCATION AND INCENTIVE PROGRAM

C.3.16.1 The Contractor shall distribute low-cost sterilization services, as defined, to District veterinarians or clinics that offer low cost sterilization. Both the veterinarian and the veterinary ACCF must have current District licenses.

C.3.17 NOTICE OF VIOLATION

- C.3.17.1** The Contractor shall issue notices of violation to any person who violates any provision of the D.C. Animal Control Act, D.C. Code §8-1801, et seq. except that:
- a. violations for animals running at large may only be issued at the ACCF
OR
 - b. violations issued at impoundment may not be for the first violation.

C.3.18 DANGEROUS DOGS

- C.3.18.1** The Contractor shall, after preparing animal bite reports, refer any cases that meet the criteria for potentially dangerous or dangerous dog investigation to DOH by email within twenty-four hours. The investigation criteria is a potentially dangerous or dangerous dog as defined in Dangerous Dog Act §8-1901, et seq., and multiple bite reports.

- C.3.18.2** The Contractor shall impound potentially dangerous and dangerous dogs, per DOH request and house all dangerous animals separately out of the public venue.

- C.3.18.3** The Contractor shall investigate cases and conduct inspections and refer cases meriting a hearing or investigation to the COTR.

- C.3.18.4** The Contractor shall make staff available to provide information prior to and at any dangerous dog hearing as requested by the COTR.

- C.3.18.5** The Contractor shall provide staff to conduct inspections and follow up inspections for potentially dangerous dogs or dangerous dogs, as necessary, to ensure compliance with impoundment, release, secure fences or other matters.

C.3.19 SERVICE DELIVERY AND PUBLIC ACCOUNTABILITY SERVICES

- C.3.19.1** The Contractor shall provide continuous, twenty-four (24) hours per day, seven (7) days per week animal control and animal disease prevention services to the public at the ACCF and in the field. Such services shall include, but are not limited to:

- a. receiving animals from the public without charge,
- b. apprehending, impounding, trapping, and humanely transporting animals,
- c. housing all animal species humanely,
- d. giving immediate response to calls of injured, distressed, sick, dangerous, rabies suspect and biting animals, and
- e. responding to other District agencies and police calls for assistance.

- C.3.19.2** The Contractor shall dispatch all calls for complaints, investigation or service to the Animal Control Officer in the field. The Contractor shall record all requests for animal disease prevention and animal control service in the dispatch log to

include but not be limited to the following:

- a. incoming call time,
- b. responding officer,
- c. dispatch time,
- d. response time,
- e. disposition and
- f. any other pertinent information
- g. caller identification

C.3.19.1 The Contractor shall answer the phones as, “DC Animal Care and Control”, per DOH customer service guidelines.

C.3.19.2 The Contractor shall provide services as an agent of DOH and shall display the DOH logo on all forms, signage, uniforms and correspondence.

C.3.19.3 The Contractor shall prepare and maintain a robust web site that is easily accessible by the public, which shall provide but not be limited to the following information and resources:

- a. program services,
- b. achievements and program measures,
- c. other animal shelter or humane web links,
- d. notice of adoptable animals,
- e. link with Pet Finder for adoption and lost and found services,
- f. all applicable regulations,
- g. volunteer opportunities, such as, foster care, and upcoming events,
- h. adoption procedures,
- i. adoption applications, and
- j. dog license applications

C.3.19.4 The Contractor shall make the web site draft available within 2 weeks of the contract award and the COTR will review within two weeks of the submission of the draft.

C.3.20 RESPONSE TIME

C.3.20.1 The Contractor shall provide a response in the field from an animal control officer within thirty (30) minutes after the dispatcher receives an emergency call for assistance involving dangerous, confined stray, injured, biting animals or any other animal emergency.

C.3.20.2 The Contractor shall provide a response in the field from an animal control officer within twenty-four (24) hours after receipt of a non-emergency call for assistance involving animal nuisances, surrendered animals and other non-emergency calls.

C.3.21 HOURS OF OPERATIONS

C.3.21.1 The Contractor shall, at a minimum, keep the ACCF open to the public for the following hours and days: 12:00pm – 8:00pm on Monday, Tuesdays, Thursdays and Fridays, and 12:00pm – 5:00pm on Saturdays and Sundays, including Holidays. The COTR must approve any alternate hours. During the above hours the kennels must be open to the public for viewing animals and adoptions. During other hours, the lobby, but not the kennels must be open to the public for non-emergency services, including but not limited to picking up adopted animals, redemption of animals, owner identification of stray animals, dog licensing, and vaccinations. Wednesday shall be closed for cleaning of ACCF

C.3.22 DRUG STORAGE

C.3.22.1 The Contractor shall comply with all District and federal laws regarding the purchase, use, handling, storage, dispensing and disposal of controlled substances.

C.3.22.2 The Contractor shall ensure that the controlled substances license is current.

C.3.22.3 The Contractor shall monitor and account for all purchases, dispensing and disposal of controlled substances in a perpetual inventory system and bound Euthanasia logbook.

C.3.23 CUSTOMER SERVICE

The Contractor shall treat all clients courteously and respectfully and in a professional manner to include but not be limited to the following:

C.3.23.1 The Contractor shall fully disclose in writing to the customer the status of their animal(s) and the requirements to secure the return of their animal(s) after the correction of animal control issues.

C.3.23.2 The Contractor shall only move a customer's animal(s) to the custody of a humane organization if the health and safety of the animal is at risk and in imminent danger, per the laws of the District.

C.3.23.3 The Contractor shall ensure excellent customer service, such that all interactions with citizens are fair, equitable and professional, and include sensitivity and respect.

C.3.23.4 The Contractor shall maintain a register of all customers by requiring customers to sign the register upon entry into the lobby.

C.3.23.5 The Contractor shall forward customer complaints to the COTR.

C.3.23.6 The Contractor shall participate in regular, ongoing customer service training as provided by the Department of Health and other organizations, coordinated by the COTR, no more than two days semi-annually.

C.3.24 OTHER ADMINISTRATIVE POLICIES AND PROCEDURES

C.3.24.1 The Contractor shall ensure that all implemented policies or operating procedures under this contract are permitted by current District law, rule, or regulation.

C.3.24.3 The Contractor shall provide access to the COTR or designee to the animal intake and any other data base or data utility utilized as part of this contract and shall inform their data base maintenance organization that DOH is the custodian of the information and the operating entity.

C.3.24.4 The Contractor shall obtain prior COTR approval of the following documents and forms before distributing them to the public, with the COTR providing feedback within two (2) weeks of the request:

- a. all written materials related to duties specified in this contract, such as instructional or educational materials
- b. all forms to be used in the course of business under this contract

C.3.24.4.1 The Contractor shall distribute approved materials and other materials and outreach information provided by the DOH.

C.3.24.5 The Contractor shall submit to the COTR in writing, at least two weeks prior to any event, a request for approval of proposed plans for any events involving any aspect of the animal services contract, such as adoption fairs or community outreach events, and any promotional, fund raising or similar events that capitalize on or promote the functions of the animal services contract; for the COTR to respond within three (3) business days of the request,.

C.3.25 ACCF, SECURITY, AND MAINTENANCE REQUIREMENTS

C.3.25.1 The Contractor shall use District facilities, equipment and staff covered in this contract for purposes related to this contract only, unless written COTR approval has been obtained.

C.3.25.2 The contractor shall ensure that only DOH and staff hired under this contract are given access to restricted areas of the ACCF and to all contract-related electronic and paper records.

C.3.25.2.1 The Contractor shall obtain COTR approval before granting record access to any employees of other governmental and nongovernmental agencies and employees of the contractor who do not actually perform functions required by this contract.

- C.3.25.3** The Contractor shall make space available for the COTR at the ACCF that the COTR for contract monitoring purposes, which shall be accessible at any time the COTR deems necessary.
- C.3.25.4** The Contractor shall provide evening and night shift security personnel between the hours of 6:00 pm to 8:00 am, and electronic surveillance systems at the ACCF, to ensure the safety of the public, staff, building, grounds, and animals housed at the ACCF.
- C.3.25.5** The contractor shall ensure that the ACCF gates and outside doors are securely locked by 8:00 pm every night, and that security personnel make regular rounds to ensure that the grounds building are secure.
- C.3.25.6** The Contractor shall provide pest control services to limit the amount of rodent activity inside the building and on the grounds.
- C.3.25.7** The Contractor shall maintain the D.C. ACCF in a safe, sanitary, humane, and orderly manner in compliance with the Humane Society of the United States (HSUS) Guidelines for the Operation of an Animal Shelter. The Contractor shall also follow Department of Health SOPs in maintaining the ACCF. See Attachment J11.
- C.3.25.8** The Contractor shall provide supplies and services needed for routine maintenance and operation of the ACCF, such as security, repairs, janitorial services, laundry, or linens up to a maximum of \$20,000 per year. The District shall be responsible for repairs in excess of \$20,000.
- C.3.25.9** The Contractor shall maintain the ACCF as a clean customer friendly inviting ACCF, by cleaning all interior surfaces such as, windows, ceiling, walls and floors, restroom facilities, storage areas; and cleaning exterior areas, such as the walkways and parking lots; and shall paint interior walls and ceiling in colors that are calming; and shall routinely replace light bulbs as needed.
- C.3.25.10** The Contractor shall consistently seek to protect the District's assets, including providing and maintaining screens to protect the sump pumps from debris. The Contractor shall always clear walkways and aisle ways to prevent injuries to customers.
- C.3.25.11** The Contractor shall maintain all interior and exterior spaces of the ACCF in accordance with District Fire Prevention Codes.
- C.3.25.12** The Contractor shall arrange for an annual inspection, conducted by the District of Columbia Fire and Emergency Medical Services Department to determine compliance with fire safety requirements. The initial inspection shall be conducted no later than 30 days after the contract award.

- C.3.25.13** The Contractor shall forward to the COTR, by fax or email, a signed copy of the inspection report of the annual fire safety inspection within 24 hours of receipt.
- C.3.25.11** The Contractor shall have responsibility for all maintenance and repairs up to a maximum of \$20,000, including the cost of any service or ACCF maintenance contracts, in any twelve-month period. The Contractor shall inform the COTR of any major repair (over \$500) to forward to the Office of Property Management. The Contractor shall require all vendors to submit an original invoice to DOH and to the Contractor for payment.
- C.3.25.12** In the case of repairs over \$500, the Contractor shall secure three quotes, identify a vendor to make the repairs and submit copies of the three quotes at the time that the invoice is submitted.
- C.3.26** **FINANCIAL MANAGEMENT OF FEES AND DONATIONS**
- C.3.26.1** The Contractor shall manage all financial transactions related to payment of District fees for services rendered, such as adoptions, redemptions, board, license and other fees; and public donations in support of the ACCF. Management of these responsibilities shall occur as follows:
- C.3.26.2** The Contractor shall be required to obtain by the time of contract award a Fidelity Bond to protect the District against loss of funds.
- C.3.26.3** The Contractor shall conduct all financial transactions in accordance with customary accounting practices.
- C.3.26.4** The Contractor shall use the DOH spreadsheet to document all financial transactions for the previous billing cycle.
- C.3.26.5** The Contractor shall give customers change or accept credit and debit cards for services rendered and donations.
- C.3.26.6** The Contractor shall deposit into a separate FDIC insured bank account all funds that are collected on behalf of the District.
- C.3.26.7** The Contractor shall submit to the Controller's Office the following documents for a specified billing period:
- a. a check payable to the DC Treasurer for the total District fees and donations collected during the billing period,
 - b. a detailed spreadsheet listing all the income and expense transactions from that period
 - c. an invoice to the District for payment for the same period, allowable under the contract,
- C.3.26.8** The Contractor shall provide to the COTR a copy of the spreadsheet, a copy of the

check and a copy of the invoice submitted for the billing period.

C.3.26.9 The Contractor shall not accept any gift or donation, intended by the donor, to be given to support the operations at the ACCF. The Contractor shall account for and track all donations to the operation of the animal shelter. The checks should be made out to DC treasurer to be directly deposited into the District treasury or the checks that are made out to the Contractor shall be deposited into an insured account and the funds forwarded to the District Treasurer as part of the District Funds Collected Report. The funds shall be deposited into a separate escrow account to be used for outreach programs and sterilization, administered per the DOH CFO's office protocol. The Contractor shall account for all money separately on the monthly escrow report. The COTR will determine how the money will be spent in the monthly progress meetings after consultation with the Contractor.

C.3.27 PUBLIC RELATIONS AND COMMUNICATIONS

C.3.27.1 The Contractor shall notify the COTR in writing upon receipt of any requested or intended legal proceedings directly related to the operations under this contract; and shall forward copies of the legal documents to the COTR who will then inform the Contractor of the course of action to be taken after consulting with the DOH Office of the Attorney General

C.3.27.2 The Contractor and the animal shelter volunteers shall refer all inquiries to the COTR on animal control related issues from the media, attorneys, other government offices, or City Council or congressional offices, without responding directly.

C.3.27.3 Contractor shall refer to the COTR all requests for a response on behalf of the District to inquiries related to suspect rabies animals, animal bite cases dangerous dogs and other similar serious incidents and prior to releasing statistical information.

C.3.27.4 The Contractor shall obtain written approval from the COTR prior to permitting any individuals or persons from the media, other humane organizations, or any other organization or agency to "ride along" with staff performing animal services functions under this contract.

C.3.28 RECORDS

C.3.28.1 The Contractor shall maintain accurate records on each animal impounded and surrendered, and shall include at a minimum such information as:

- a. identification,
- b. address,
- c. reason for impoundment

- d. disposition, and
- e. any other pertinent information.

Additional records include:

- a. animal biting incidents (filed by date and cross-filed by address)
- b. revenue collected,
- c. vaccinations given,
- d. dog licenses issued,
- e. calls received and dispatched,
- f. animals adopted,
- g. animals sterilized
- h. lost and found animals,
- i. impounded animals,
- j. violation notices,
- k. notes recorded during course of business,
- l. and all other records generated in the course of providing these services, and other records specified in other clauses of this contract.

C.3.28.2 All records shall be hard copy or records imported into a database in such a manner that the District can access and have a copy of them, as approved by the COTR within fifteen (15) days after contract award and shall be maintained on site at 1201 New York Avenue, NE. All records and data produced during the performance of any duties as required in the animal services contract are the property of the Government of the District of Columbia as referenced in Section I.6. The Contractor shall indicate to the database vendor that the records are owned by the District and the license must list the District as owner of the records. The database housing the data and records must be Records shall be available for review or removal, and a copy shall be made available upon request at all times by the COTR and other District staff as requested, as referenced in Section H.2. Records must be in a format where District records cannot be edited or deleted. The Contractor shall submit the work plan for Database and record storage as part of this RFP.

C.3.28.3 The Contractor shall provide remote computer access to the animal services database and server used to track animals at the DC ACCF to the COTR, or designee, within one (1) week of contract award. The COTR shall have access to the data base for monitoring purposes and generating reports. The Contractor shall train the COTR in record and file access and reporting functions.

C.3.28.4 The Contractor shall provide an independent certified audit of financial records, conducted by a CPA, at the Contractor's expense, which may include audited financial statements, Contractor's invoices or vouchers, statements of cost, books, records and tax returns, and operations at such time an audit request is made by the Contracting Officer, designee, or COTR. The Contractor shall make provisions, upon request, for inspection of any or all financial records for a

financial audit of the records no more than two times per year, excluding closeout. The Contractor shall provide a copy of the report to the COTR.

C.3.28.5 The contractor shall provide all data collected, records, reports, data disks, or any other documents prepared under this contract to the District annually.

C.3.29 **REQUIRED MEETINGS**

C.3.29.1 The Contractor shall attend and participate in monthly standing progress meetings with the COTR and other DOH staff to discuss goals, issues, problems, and concerns regarding the animal control operations or the contract.

C.3.29.2 The COTR may schedule meetings more frequently, as needed.

C.3.29.3 The Contractor agrees to resolve all disputes arising under or relating to this Contract in accordance with Section J.1 Standard Contract Provision 18, Disputes.

C.3.29.4 The Contractor shall work cooperatively with the District in carrying out its obligations under this contract. The Contractor shall promote and maintain courteous, responsive, and professional relations with the COTR and any other District staff at the ACCF and with other District personnel. The Contractor and the Department of Health staff shall develop a working relationship that identifies common goals and mutual benefits and seek to resolve differences cooperatively. Disputes shall be settled under the Disputes Provision, identified in Attachment J.1, Standard Contract Provision 18.

C.3.30 **REPORTS**

C.3.30.1 The Contractor shall retain and submit on a bi-weekly basis to the COTR, a financial report, included with the invoice, detailing all funds collected on behalf of the District. The bi-weekly report shall reflect all revenue collected with a breakdown by type of service, referencing an Animal Intake Log (AIL) and receipt number.

C.3.30.2 The Contractor shall submit a monthly statistical report (see Appendix I) to the COTR by the 10th day after the end of each month of services performed including animal intakes and outcomes, number of licenses sold, funds collected, rabies control activities, vaccinations given, law enforcement activities, animal sterilization surgeries, adoptions and other events, ride alongs, meetings with the COTR, and animal control officer investigations (by type). Such reports shall contain the information in a format approved by the COTR. The report shall also summarize any problems, concerns, recommendations, or suggestions relating to increased service performance.

C.3.30.3 The Contractor shall submit a monthly staffing report to the COTR by the 10th day after the end of each month. The report shall contain information in a format

approved by the COTR that summarizes information on resignations, new hires, vacancies, lengths of vacancies, and a plan to fill the vacancies.

C.3.30.4 The Contract shall submit vehicle usage logs to the COTR on a monthly basis by the 10th day after the end of each month.

C.3.30.5 The Contractor shall report any unusual incident by facsimile or email to the COTR within twenty-four (24) hours. An unusual incident is defined as any event that affects staff (District employees or Contractor staff), District residents or clients that is significantly different from the regular routine or established procedures. Examples include, but are not limited to, bites obtained while handling dangerous dogs, vehicle vandalism, or unusual delays.

C.3.30.6 The Contractor shall submit vehicle accident reports, vehicle utilization records.

C.3.30.7 The Contractor shall submit to the COTR a final report no later than the thirty (30) days after expiration of the contract summarizing all service delivery data, accomplishments, issues and recommendations.

C.3.30.8 The Contractor shall submit a corrective action plan within three (3) days of the receipt of a notification letter from the Contracting Officer, noting deficiencies in the animal control functions enumerated in the contract.

C.3.31 CONTRACTOR COST RESPONSIBILITIES

C.3.31.1 The Contractor is responsible for all costs arising from this contract, including, but not limited to personnel, routine maintenance, repairs and maintenance (up to \$20,000 per year), cleaning supplies, supplies required for performance of staff duties, such as, capture equipment for animal control officers, medications, animal food and other costs not specified as District responsibilities, as referenced in H.5, Government Responsibilities and H.6 District Furnished Property.

C.3.31.2 The District will reimburse the Contractor for costs of repairs over \$20,000, per DOH SOPs

C.3.31.3 The Contractor is responsible providing vehicles to conduct operations under this contract and is responsible for all costs associated with travel, vehicle usage, vehicle insurance, and vehicle maintenance, except for vehicles owned by the District of Columbia.

C.3.32 VEHICLES

C.3.32.1 The Contractor shall use District vehicles for contract purposes only and shall not be driven to, or parked at, any staff member's home. The District will not be liable for any actions involving a District-owned vehicle used for personal or non-contract related purposes. All District vehicles must be parked at the DC ACCF

when not in use or when not being repaired.

C.3.32.2 The Contractor shall carry vehicle liability and collision insurance referenced in Section I.11. The Contractor shall be fiscally responsible for any parking violations and damage to vehicles. The Contractor shall maintain District vehicles according to DPW guidelines and in accordance with DOH SOPs.

C.3.32.3 The Contractor shall require that all staff using District vehicles have current District of Columbia Government driver's licenses prior to providing services under this contract.

C.3.32.4 The Contractor shall require that all staff complete a vehicle utilization form daily.

C.3.33 ANIMAL CARE

The Contractor shall house and handle all animals humanely, treating them with kindness, sensitivity, and respect.

C.3.33.1 The contractor shall provide care for all species of animals, including wildlife, housed at the ACCF. The contractor shall provide proper care, humane treatment, including prompt veterinary care, adequate nutrition, specific to species, adequate shelter that is clean and sanitized, adequate space, specific to species, exercise, environmental enrichment and water, per the Animal Sheltering Resource Library, Humane Society of the United States Animal Shelter Guidelines, and DOH SOPs. The Contractor shall care for the animals, as sentient creatures, in a sensitive manner with the understanding that certain species have specific requirements for adequate care.

C.3.33.2 The Contractor shall provide all animals during the entirety of their shelter stay with fresh food; fresh water; environmental enrichment to promote their psychological well-being such as socialization, toys and treats; and exercise as needed; however, never less than once daily, except for dogs who are vicious to people or dangerous dogs.

C.3.33.3 The Contractor shall work with a veterinarian licensed to practice medicine to develop and follow a care protocol, which is consistent with the goals of this RFP, for animals with special needs such as, but not limited to, nursing mothers, unweaned animals, sick or injured animals, geriatric animals, or animals needing therapeutic exercise.

C.3.33.4 The Contractor shall provide prompt and necessary cleaning of the animal's cages, kennels, or other living environments no less than two times per day, to ensure environments that are welcoming to the public, hygienic for both the public and animals, and to prevent disease. This cleaning shall be conducted in accordance with a protocol developed in coordination with a veterinarian licensed

to practice medicine in this state, and provides that the animals shall be temporarily removed from their cages, kennels, or other living environments during the process of cleaning, to prevent them from being exposed to water from hoses or sprays, cleaning solutions, detergents, solvents, and/or chemicals.

C.3.33.5 The Contractor shall provide all animals with prompt and necessary veterinary care, including but not limited to preventative vaccinations, cage rest, fluid therapy, pain management, and/or antibiotics, sufficient to alleviate any pain caused by disease or injury, to prevent a condition from worsening, and to allow them to leave the shelter in reasonable condition, even if the animals are not candidates for redemption, transfer, or adoption.

C.3.33.6 The Contractor shall work with a veterinarian licensed to practice medicine to develop and follow a protocol to prevent the spread of disease, including, but not limited to, appropriate evaluation and testing of newly impounded animals, administration of vaccines, proper isolation and handling of sick animals, and measures to protect those animals most vulnerable to infection.

C.3.34 WILDLIFE

C.3.34.1 The Contractor shall house, feed and care for all wildlife in a humane manner, specific to each species.

C.3.34.2 The Contractor shall transfer sick, injured or orphaned wildlife directly to a licensed wildlife rehabilitator.

C.3.34.3 The Contractor shall ensure that wildlife animals are euthanized only in the following circumstances:

- a. the animal is severely injured, or
- b. a licensed rehabilitator recommends euthanasia.

C.3.34.4 The Contractor shall comply with all requirements for Migratory Bird capture, release and euthanasia set forth in the Federal Fish and Wildlife Permit #MB035197.

C.3.34.5 The Contractor shall euthanize all sick or injured rabies vectors species.

C.3.35 STAFFING AND QUALIFICATIONS

C.3.35.1 The Contractor shall maintain trained personnel to provide continuous, round-the-clock emergency assistance to the public, including euthanasia services, and shall provide veterinary services, at the date of the contract award. Staff hired pursuant to this contract shall perform only those duties of enforcing the Animal Control and Dangerous Dog Acts, as dictated by this contract. The Contractor shall obtain references for each employee to be included with the employee's application.

- C.3.35.2** The Contractor shall provide eight (8) animal control officers, as a minimum, to patrol the city such that an officer can reach any location within thirty (30) minutes for emergencies and may include one officer per city quadrant. The COTR will determine if the sufficiency measure is met at the monthly status and progress meetings.
- C.3.35.3** The Contractor shall meet minimum requirements to answer telephones and assist customers promptly. Office staff shall answer telephones by the third ring in a manner consistent with the DOH SOPs.
- C.3.35.4** The Contractor shall provide, at a minimum, the staff requirements as follows:
- C.3.35.5** One (1) full time Animal Care and Control Director with a B.S. degree in management or other pertinent concentration, and course work in biology, animal sciences, or public health, or specialized training or experience in animal care. The Animal Care and Control Director shall oversee all Animal Care and Control functions, operations, and staff. The Animal Care and Control Director are considered **key personnel**;
- C.3.35.6** One (1) full time supervisory level Office Manager with supervisory experience and a combination of specialized training or experience in animal care and office management. The Office Manager shall oversee office, dispatch and adoption staff and activities and assist the public. The Office Manager is considered **key personnel**;
- C.3.35.7** One (1) full time supervisory level Animal Care Manager with supervisory experience and a combination of specialized training or experience in animal care. The Animal Care Manager shall oversee animal caretakers, the wildlife specialist, behavior specialist and veterinary staff ensure humane care for the animals and maintain clean and sanitary animal housing. The Animal Care Manger is considered **key personnel**.
- C.3.35.8** One (1) full time supervisory level Field Services Manager supervisory experience and a combination of specialized training or experience in Field Services. The Field Services Manager shall oversee all field services operations and staff, including animal bite investigations, law enforcement, and other animal control functions and reports. The Field Services Manager is considered **key personnel**.
- C.3.35.9** Eight (8) full time equivalent animal control officers, with training in animal capture and handling from the National Association of Animal Control Officers or equivalent program, to provide field services to handle animal control and rabies control duties. These positions are to be distributed to provide around-the-clock services, seven days a week, with at least one on duty or on call at all times and two on duty during peak periods (7:30am- 7:30pm, seven days per week). Animal

Control Officers shall submit necessary paperwork to operate DC Government Vehicles.

- C.3.35.10** Two (2) full time adoption representatives with good customer service and relations skills to provide adoption services to potential adopters and to find suitable permanent homes for animals.
- C.3.35.11** One (1) full time Rescue coordinator with good customer service and relations skills to coordinate the transfer of animals to foster homes, rescue groups and other humane organizations, oversee volunteers working at the ACCF, and to provide outreach and education to increase the visibility and effectiveness of the adoption program.
- C.3.35.12** Eight (8) full time equivalent office assistants to answer telephones and give assistance to the public, record animal bite information and other information, receive complaint information, accurately record and file information and documents, dispatch calls, receive incoming animals and assist with adoptions. These positions are to be distributed to provide at least three (3) people on duty during peak periods (7:30 am–7:30 pm, seven days per week) and while the ACCF is open to the public.
- C.3.35.13** One (1) 20 hour per week Veterinarian, may also be Animal Care Manager, to oversee veterinary functions such as disease prevention, animal health and behavioral examinations, treatment, medications, grooming, post-operative care, euthanasia and animal vaccinations requested from the public.
- C.3.35.14** One (1) full time veterinary technician to support and carry out the veterinarian's plan and procedures for the maintenance of animal health, disease prevention, and treatment of animals at the ACCF
- C.3.35.15** One (1) part time or equivalent behavior specialist trained to conduct behavioral evaluations and temperament tests on animals, provide animal training and behavior modification, and monitor animal behavior and stress levels while housed at the ACCF.
- C.3.35.16** Ten (10) Animal caretakers to clean and maintain animal housing, feed animals, monitor health of animals, medicate animals and assist the public with adoptions. The Contractor shall distribute staff for coverage seven days a week, which is approximately 350 person hours a week.
- C.3.35.17** One (1) 20 hour per week experienced or degreed accounting clerk to prepare invoices for payment, and to perform other accounting and bookkeeping duties, as necessary.
- C.3.35.18** One (1) part time or equivalent transporter; may be one of the above staff, to transport animals to and from the veterinarian for spay/neuter surgeries and other

veterinary services. The driver shall submit necessary paperwork to operate DC Government Vehicles.

- C.3.35.19** One (1) full time during spring and summer months and part time during fall and winter months, Wildlife specialist; may be one of the above staff or another staff person with a combination of specialized training and experience in handling and caring for wildlife, or be certified as a federally licensed wildlife rehabilitator.
- C.3.35.20** One (1) Maintenance/Groundskeeper specialist to provide general upkeep to the ACCF and grounds, including painting, litter control and routine maintenance.
- C.3.35.21** The Contractor shall ensure that all appropriate staff (director and management positions, animal control officers, veterinary technician, and wildlife specialist) are certified by a licensed veterinarian or professional program as proficient in performing euthanasia (sodium pentobarbital) and in the administration of vaccinations and other medications, and is certified as a Veterinary Euthanasia Technician at the time the law is implemented. The Contractor shall provide proof of the euthanasia certification to the COTR at time of application. The Contractor shall ensure that all staff shall have a criminal background check prior to handling controlled substances.
- C.3.35.22** The Contractor shall maintain documentation of training and certification for each staff person.
- C.3.35.23** The Contractor shall keep current resumes from all staff on file in the ACCF that is immediately available for review by the COTR upon request.
- C.3.35.24** The Contractor shall maintain complete written job description covering all positions within the program, which shall be included in the Contractor's files and be available for inspection and maintained on site. Job descriptions shall include education, training logs, experience, and/or licensing/certification criteria, a description of duties and responsibilities, hours of work, salary range, and performance evaluation criteria. When hiring staff for this contract, the Contractor shall obtain and document written work experience and personal references.
- C.3.35.25** The Contractor shall maintain an individual personnel file for each staff person. The file shall contain the application for employment, professional and personal references, and applicable credentials/certifications. The files shall also contain records of required medical examinations, criminal and driving background checks (as required by assigned position), notation of any allegations of professional or other misconduct for positions requiring professional licensure or certification, and Contractor's actions with respect to the allegations, and date and reason if terminated from employment. All of these personnel materials shall be made available to the COTR upon request and maintained on site. Files for staff no longer employed by the contractor may be maintained at an offsite location.

The Contractor shall make staff available by DOH sponsored and taught trainings with respect to DC Codes, Municipal Regulations, and DOH SOPs.

- C.3.35.26** The Contractor shall provide the COTR with a current organizational chart, which displays organizational relationships and demonstrates who has responsibility for administrative oversight and clinical supervision over each contract activity.
- C.3.35.27** Any changes in key personnel, staffing pattern or job descriptions shall be approved in writing in advance by the COTR.

**SECTION D
PACKAGING AND MARKING**

This section is not applicable to this procurement.

SECTION E
INSPECTION AND ACCEPTANCE

- E.1** The inspection and acceptance requirements for the resultant contract shall be governed by clause number six (6), Inspection of Services, of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated March 2007 (Attachment J.1)

**SECTION F
DELIVERIES OR PERFORMANCE**

F.1 TERM OF CONTRACT

The term of the contract shall be for a period of twelve (12) months from date of award specified on the cover page of the contract.

F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT

F.2.1 The District may extend the term of this contract for a period of four (4) one (1) year option periods, or successive fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that the District will give the Contractor a preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the District to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract.

F.2.2 If the District exercises this option, the extended contract shall be considered to include this option provision.

F.2.3 The price for the option period shall be as specified in the contract.

F.2.4 The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

F.3 DELIVERABLES

The Contractor shall submit all deliverables to the Contracting Officer's Technical Representative (COTR) identified in Section G.9.

Solicitation Reference	Deliverable	Quantity	Format/Method of Delivery	Due Date
C.3.2.2	Incident Report of animal bites, reports of animals menacing and reports of attacks by animals that does not result in broken skin.	1 each	Electronic Copy or fax to COTR	Within 24 hours of Incident
C.3.2.4	Incident Report of human attacked or transported to hospital	1 each	Phone and by Electronic Mail to COTR	Within 1 hour

Solicitation Reference	Deliverable	Quantity	Format/Method of Delivery	Due Date
C.3.2.4.1	Refer cases involving unlocated biting animals	1 Copy	Electronic Mail to COTR	24 hours of the bite and three (3) days prior to the end of the required quarantine period.
C.3.2.4.1	Rabies Suspect Animal Awaiting Testing	1 each	Electronic Mail	By 8:30a.m. for the previous twenty-four hours.
C.3.6.6	Vaccination Work plan	1 Copy	Hard Copy	Within 10 days of Contract Award
C.3.12.8	Home Visits Protocols	1 each	Hard Copy	Contract Award
C.3.12.10.2	Monthly list of prior release of sterilization and follow-up with adopter	1 each	Electronic and Hard Copy to COTR	By 15 th calendar day of following month
C.3.12.10.3	Monthly Escrow Account Report	1 each	Electronic and Hard Copy to COTR	By 15 th calendar day of following month
C.3.12.12	Establish Foster/Volunteer/Adoption Task Force	1 each	Electronic and Hard Copy to COTR	Within 30 days after contract award
Solicitation Reference	Deliverable	Quantity	Format/Method of Delivery	Due Date

Solicitation Reference	Deliverable	Quantity	Format/Method of Delivery	Due Date
C.3.12.14, C.3.12.15, C.3.12.16 & C.3.12.17	Adoption Work plan	1 each	Electronic and Hard Copy to COTR	As Requested After Contract Award
C.3.13.1, C.3.13.1.1, C.13.1.2	Foster Care Placement Work Plan	1 each	Electronic and Hard Copy to COTR	Within 30 day of Contract Award
C.3.13.2	Approved list of transferred animals and location of transfer	1 each	Electronic and Hard Copy to COTR	By 15 th calendar day of following month
C.3.14.1, C.3.14.2, C.3.14.2.1	Requests for transfer for reason other than adoption, redemption, release to wild, rehabilitation, foster home, or breed placement	1 each	Electronic and Hard Copy to COTR	As necessary, prior to release
C.3.19.5	Web Site	1 each	Electronic Copy to COTR	Two (2) weeks after Contract Award
C.3.23.5	Customer Complaints	1 each	Electronic Copy	Within 3 days of complaint
C.3.23.5	Customer Complaint Log	1 each	Electronic Copy and Hard Copy	By 15 th calendar day of following month
C.3.23.6	Training	1 each	As requested	2 days Semi-Annual

Solicitation Reference	Deliverable	Quantity	Format/Method of Delivery	Due Date
C.3.24.4, C.3.24.4.1, C.3.24.5	All written proposed plan for events, materials and forms	1 Each Approval by COTR	Electronic Copy to COTR	Prior to distribution
C.3.25.12, C.3.25.13	ACCF Annual Fire Inspection and Inspection Report	1 each	Electronic Copy or Fax to COTR	Thirty (30) days after contract award
C.3.26	All Financial Management of Fees and Donations	1 each	Electronic Copy to COTR	Upon request
C.3.26.7, C.3.30.1	Bi-Weekly Financial Spreadsheet, Check, and Invoice	1 each	Hard Copy	Bi-weekly, for same period matching invoice
C.3.27.1	Legal Proceedings	1 each	Hard Copy	Upon receipt of requested or intended legal proceedings
C.3.28.2	Remote Computer Access to Animal Services Database	1 each	Electronic Copy to COTR	One week after contract award
C.3.29	Meetings as Scheduled	As needed		After Contract Award
C.3.30.2	Monthly Statistical report	1 each	Electronic and Hard Copy to COTR	By 15 th calendar day of following month
C.3.30.3	Monthly Staffing Report	1 each	Electronic and Hard Copy to COTR	By 15 th calendar day of following

Solicitation Reference	Deliverable	Quantity	Format/Method of Delivery	Due Date
				month
C.30.5	Unusual Incident Reports	1 each	Electronic and Hard Copy to COTR	Within 24 hours of incident
C.30.8	Corrective Action Plan	1 each	Electronic and Hard Copy to COTR	Within 3 days of reported deficiencies
C.3.32	Vehicle Utilization form	1 each	Electronic and Hard Copy to COTR	Daily
C.3.35	Staffing Pattern, organization chart, employee files, certifications and background check	1 each	Electronic and Hard Copy to COTR	After contract award and upon request

F.3.1 The Contractor shall submit to the District as a deliverable any reports that are required pursuant to H.9.4 of the 51% District Residents New Hires Requirements and First Source Employment Agreement. If the report is not submitted as part of the deliverables, the District will not make final payment to the Contractor.

SECTION G
CONTRACT ADMINISTRATION DATA

G.1 INVOICE PAYMENT

G.1.1 The District will make payments to the Contractor, upon the submission of proper invoices, at the prices stipulated in this contract, for supplies delivered and accepted or services performed and accepted, less any discounts, allowances or adjustments provided for in this contract.

G.1.2 The District will pay the Contractor on or before the 30th day after receiving a proper invoice from the Contractor.

G.2 INVOICE SUBMITTAL

G.2.1 The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in Section G.4. Invoices shall be prepared in duplicate and submitted to the agency Chief Financial Officer (CFO) with concurrent copies to the COTR identified in Section G.9 below. The address of the CFO is:

Office of the Controller/
Department of Health Animal Disease Prevention CFO
Attention: Accounts Payable
825 North Capitol Street, N.E
Washington, DC 20002

G.2.2 To constitute a proper invoice, the Contractor shall submit the following information on the invoice:

G.2.2.1 Contractor's name, Federal tax ID and invoice date (Contractors are encouraged to date invoices as close to the date of mailing or transmittal as possible.);

G.2.2.2 Contract number and invoice number;

G.2.2.3 Description, price, quantity and the date(s) that the supplies or services were delivered or performed;

G.2.2.4 Other supporting documentation or information, as required by the Contracting Officer;

G.2.2.5 Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;

G.2.2.6 Name, title, phone number of person preparing the invoice;

G.2.2.7 Name, title, phone number and mailing address of person (if different from the person identified in G.2.2.6 above) to be notified in the event of a defective invoice; and

G.2.2.8 Authorized signature.

G.3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT

G.3.1 For contracts subject to the 51% District Residents New Hires Requirements and First Source Employment Agreement requirements, final request for payment must be accompanied by the report or a waiver of compliance discussed in section H.7.5.

G.3.2 No final payment shall be made to the Contractor until the CFO has received the Contracting Officer's final determination or approval of waiver of the Contractor's compliance with 51% District Residents New Hires Requirements and First Source Employment Agreement requirements.

G.4 METHOD OF PAYMENT

G.4.1 The District will pay the Contractor monthly 1/12 of the price in B.3.3 for CLIN 0001 upon the completion of services and the baseline amount of compensation for CLIN 0002, 1002, 2002, 3002, and 4002 outlined in Section B.2.

G.5 ASSIGNMENT OF CONTRACT PAYMENTS

G.5.1 In accordance with 27 DCMR 3250, the Contractor may assign funds due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution.

G.5.2 Any assignment shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party.

G.5.3 Notwithstanding an assignment of contract payments, the Contractor, not the assignee, is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

Pursuant to the instrument of assignment dated _____,
make payment of this invoice to _____
(name and address of assignee).

G.6 THE QUICK PAYMENT CLAUSE**G.6.1 Interest Penalties to Contractors**

G.6.1.1 The District will pay interest penalties on amounts due to the Contractor under the Quick Payment Act, D.C. Official Code §2-221.01 et seq., for the period beginning on the day after the required payment date and ending on the date on which payment of the amount is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid if payment for the completed delivery of the item of property or service is made on or before:

- a. the 3rd day after the required payment date for meat or a meat product;
- b. the 5th day after the required payment date for an agricultural commodity; or
- c. the 15th day after the required payment date for any other item.

G.6.1.2 Any amount of an interest penalty which remains unpaid at the end of any 30-day period shall be added to the principal amount of the debt and thereafter interest penalties shall accrue on the added amount.

G.6.2 Payments to Subcontractors

G.6.2.1 The Contractor must take one of the following actions within 7 days of receipt of any amount paid to the Contractor by the District for work performed by any subcontractor under a contract:

- a. Pay the subcontractor for the proportionate share of the total payment received from the District that is attributable to the subcontractor for work performed under the contract; or
- b. Notify the District and the subcontractor, in writing, of the Contractor's intention to withhold all or part of the subcontractor's payment and state the reason for the nonpayment.

G.6.2.2 The Contractor must pay any lower-tier subcontractor or supplier interest penalties on amounts due to the subcontractor or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid on the following if payment for the completed delivery of the item of property or service is made on or before:

- a. the 3rd day after the required payment date for meat or a meat product;
- b. the 5th day after the required payment date for an agricultural commodity; or
- c. the 15th day after the required payment date for any other item.

G.6.2.3 Any amount of an interest penalty which remains unpaid by the Contractor at the end of any 30-day period shall be added to the principal amount of the debt to the subcontractor and thereafter interest penalties shall accrue on the added amount.

G.6.2.4 A dispute between the Contractor and subcontractor relating to the amounts or entitlement of a subcontractor to a payment or a late payment interest penalty under the Quick Payment Act does not constitute a dispute to which the District of Columbia is a party. The District of Columbia may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

G.7 CONTRACTING OFFICER (CO)

Contracts will be entered into and signed on behalf of the District only by contracting officers. The name, address and telephone number of the Contracting Officer is:

James H. Marshall
Office of Contracting and Procurement
441 4th Street, N.W., Suite 700S
Washington, D.C. 20001
(202) 724-4197
jim.marshall@dc.gov

G.8 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

G.8.1 The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract.

G.8.2 The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the Contracting Officer.

G.8.3 In the event the Contractor effects any change at the instruction or request of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

G.9 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

G.9.1 The COTR is responsible for general administration of the contract and advising the Contracting Officer as to the Contractor's compliance or noncompliance with the contract. In addition, the COTR is responsible for the day-to-day monitoring and supervision of the contract, of ensuring that the work conforms to the requirements of this contract and such other responsibilities and authorities as may be specified in the contract. The COTR for this contract is:

Peggy Keller, Bureau Chief
Bureau of Community Hygiene, HRLA
Department of Health
825 North Capital Street, NE, Suite 8001
Washington, DC 20002
(202) 535-2188 – Phone
(202) 535-1359 – Fax
Peggy.Keller@dc.gov

- G.9.2** It is understood and agreed that the COTR shall not have authority to make any changes in the specifications or scope of work or terms and conditions of the contract.
- G.9.3** The Contractor may be held fully responsible for any changes not authorized in advance, in writing, by the Contracting Officer; may be denied compensation or other relief for any additional work performed that is not so authorized; and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.
- G.10 COST REIMBURSEMENT CEILING**
- G.10.1** Cost reimbursement ceilings for this contract are set forth in Section B.3 of the Price Schedule. The District will reimburse the Contractor for the actual cost associated with repairs.
- G.10.2** The costs for performing this contract shall not exceed the cost reimbursement ceiling specified in Section B.3 Price Schedule as set forth in the contract.
- G.10.3** The Contractor agrees to use its best efforts to perform the work specified in this contract and to meet all obligations under this contract within the cost reimbursement ceilings.
- G.10.4** The Contractor must notify the Contracting Officer, in writing, whenever it has reason to believe that the total cost for the performance of this contract will be either greater or substantially less than the cost reimbursement ceilings.
- G.10.5** As part of the notification, the Contractor must provide the Contracting Officer a revised estimate of the total cost of performing this contract.
- G.10.6** The District is not obligated to reimburse the Contractor for costs incurred in excess of the cost reimbursement ceiling specified in B.3 listed in the Contract and the Contractor is not obligated to continue performance under this contract (including actions under the Termination clauses of this contract), or otherwise incur costs in excess of the cost reimbursement ceilings specified in B.2 listed in the Contract, until the Contracting Officer notifies the Contractor, in writing, that

the estimated cost has been increased and provides revised cost reimbursement ceilings for performing this contract.

G.10.7 No notice, communication, or representation in any form from any person other than the Contracting Officer shall change the cost reimbursement ceilings. In the absence of the specified notice, the District is not obligated to reimburse the Contractor for any costs in excess of the costs reimbursement ceilings, whether such costs were incurred during the course of contract performance or as a result of termination.

G.10.8 If any cost reimbursement ceiling specified in B.3 listed in the Contract is increased, any costs the Contractor incurs before the increase that are in excess of the previous cost reimbursement ceiling shall be allowable to the same extent as if incurred afterward, unless the Contracting Officer issues a termination or other notice directing that the increase is solely to cover termination or other specified expenses.

A change order shall not be considered an authorization to exceed the applicable cost reimbursement ceiling specified in B.3 as set forth in the Contract, unless the change order specifically increases the cost reimbursement ceiling.

SECTION H SPECIAL CONTRACT REQUIREMENTS

H.1 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES

H.1.1 For all new employment resulting from this contract or subcontracts hereto, as defined in Mayor's Order 83-265 and implementing instructions, the Contractor shall use its best efforts to comply with the following basic goal and objectives for utilization of bona fide residents of the District of Columbia in each project's labor force:

H.1.1.1 at least fifty-one (51) percent of apprentices and trainees employed shall be residents of the District of Columbia registered in programs approved by the District of Columbia Apprenticeship Council.

H.1.2 The Contractor shall negotiate an Employment Agreement with the DOES for jobs created as a result of this contract. The DOES shall be the Contractor's first source of referral for qualified applicants, trainees, and other workers in the implementation of employment goals contained in this clause.

H.2 DEPARTMENT OF LABOR WAGE DETERMINATIONS

The Contractor shall be bound by the Wage Determination No. 7 dated March 19, 2009 issued by the U.S. Department of Labor in accordance with the Service Contract Act (41 U.S.C. 351 et seq.) and incorporated herein as Attachment J.2 of this solicitation. The Contractor shall be bound by the wage rates for the term of the contract. If an option is exercised, the Contractor shall be bound by the applicable wage rate at the time of the option. If the option is exercised and the Contracting Officer obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable adjustment.

H.3 PUBLICITY

The Contractor shall at all times obtain the prior written approval from the Contracting Officer before it, any of its officers, agents, employees or subcontractors, either during or after expiration or termination of the contract, make any statement, or issue any material, for publication through any medium of communication, bearing on the work performed or data collected under this contract.

H.4 FREEDOM OF INFORMATION ACT

The District of Columbia Freedom of Information Act, at D.C. Official Code § 2-532 (a-3), requires the District to make available for inspection and copying any record produced or collected pursuant to a District contract with a private contractor to perform a public function, to the same extent as if the record were maintained by the agency on whose behalf the contract is made. If the Contractor receives a request for such information, the Contractor shall immediately send the request to the COTR designated in subsection G.9 who will provide the request to the FOIA Officer for the agency with programmatic responsibility in accordance with the D.C. Freedom of Information Act. If the agency with programmatic responsibility receives a request for a record maintained by the Contractor pursuant to the contract, the COTR will forward a copy to the Contractor. In either event, the Contractor is required by law to provide all responsive records to the COTR within the timeframe designated by the COTR. The FOIA Officer for the agency with programmatic responsibility will determine the releasability of the records. The District will reimburse the Contractor for the costs of searching and copying the records in accordance with D.C. Official Code § 2-532 and Chapter 4 of Title 1 of the *D.C. Municipal Regulations*.

H.5 51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT

H.5.1 The Contractor shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code, sec. 2-219.01 et seq. (“First Source Act”).

H.5.2 The Contractor shall enter into and maintain, during the term of the contract, a First Source Employment Agreement, (Attachment J.4) in which the Contractor shall agree that:

- a. The first source for finding employees to fill all jobs created in order to perform this contract shall be the Department of Employment Services (“DOES”); and
- b. The first source for finding employees to fill any vacancy occurring in all jobs covered by the First Source Employment Agreement shall be the First Source Register.

H.5.3 The Contractor shall submit to DOES, no later than the 10th each month following execution of the contract, a First Source Agreement Contract Compliance Report (“contract compliance report”) verifying its compliance with the First Source Agreement for the preceding month. The contract compliance report for the contract shall include the:

- a. Number of employees needed;
- b. Number of current employees transferred;
- c. Number of new job openings created;

- d. Number of job openings listed with DOES;
- e. Total number of all District residents hired for the reporting period and the cumulative total number of District residents hired; and
- f. Total number of all employees hired for the reporting period and the cumulative total number of employees hired, including:
 1. Name;
 2. Social Security number;
 3. Job title;
 4. Hire date;
 5. Residence; and
 6. Referral source for all new hires.

H.5.4 If the contract amount is equal to or greater than \$100,000, the Contractor agrees that 51% of the new employees hired for the contract shall be District residents.

H.5.5 With the submission of the Contractor's final request for payment from the District, the Contractor shall:

- a. Document in a report to the Contracting Officer its compliance with the section H.5.4 of this clause; or
- b. Submit a request to the Contracting Officer for a waiver of compliance with section H.5.4 and include the following documentation:
 1. Material supporting a good faith effort to comply;
 2. Referrals provided by DOES and other referral sources;
 3. Advertisement of job openings listed with DOES and other referral sources; and
 4. Any documentation supporting the waiver request pursuant to section H.5.6.

H.5.6 The Contracting Officer may waive the provisions of section H.5.4 if the Contracting Officer finds that:

- a. A good faith effort to comply is demonstrated by the Contractor;
- b. The Contractor is located outside the Washington Standard Metropolitan Statistical Area and none of the contract work is performed inside the Washington Standard Metropolitan Statistical Area which includes the District of Columbia; the Virginia Cities of Alexandria, Falls Church, Manassas, Manassas Park, Fairfax, and Fredericksburg, the Virginia Counties of Fairfax, Arlington, Prince William, Loudoun, Stafford, Clarke, Warren, Fauquier, Culpepper, Spotsylvania, and King George; the Maryland Counties of Montgomery, Prince Georges, Charles, Frederick, and Calvert; and the West Virginia Counties of Berkeley and Jefferson.
- c. The Contractor enters into a special workforce development training or placement arrangement with DOES; or

- d. DOES certifies that there are insufficient numbers of District residents in the labor market possessing the skills required by the positions created as a result of the contract.

H.5.7 Upon receipt of the contractor's final payment request and related documentation pursuant to sections H.5.5 and H.5.6, the Contracting Officer shall determine whether the Contractor is in compliance with section H.5.4 or whether a waiver of compliance pursuant to section H.5.6 is justified. If the Contracting Officer determines that the Contractor is in compliance, or that a waiver of compliance is justified, the Contracting Officer shall, within two business days of making the determination forward a copy of the determination to the Agency Chief Financial Officer and the COTR.

H.5.8 Willful breach of the First Source Employment Agreement, or failure to submit the report pursuant to section H.5.5, or deliberate submission of falsified data, may be enforced by the Contracting Officer through imposition of penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract. The Contractor shall make payment to DOES. The Contractor may appeal to the D.C. Contract Appeals Board as provided in the contract any decision of the Contracting Officer pursuant to this section H.5.8.

H.5.9 The provisions of sections H.5.4 through H.5.8 do not apply to nonprofit organizations.

H.6 **PROTECTION OF PROPERTY**

The Contractor shall be responsible for any damage to the building, interior, or their approaches in delivering equipment covered by this contract.

H.7 **AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)**

During the performance of the contract, the Contractor and any of its subcontractors shall comply with the ADA. The ADA makes it unlawful to discriminate in employment against a qualified individual with a disability. See 42 U.S.C. 12101 et seq.

H.8 **SECTION 504 OF THE REHABILITATION ACT OF 1973, as amended**

During the performance of the contract, the Contractor and any of its subcontractors shall comply with Section 504 of the Rehabilitation Act of 1973, as amended. This Act prohibits discrimination against disabled people in federally funded program and activities. See 29 U.S.C. 794 et seq.

H.9 WAY TO WORK AMENDMENT ACT OF 2006

- H.9.1** Except as described in Section H.9.8 below, Contractor shall comply with Title I of the Way to Work Amendment Act of 2006, effective June 9, 2006 (D.C. Law 16-118, D.C. Official Code § 2-220.01 *et seq.*) (“Living Wage Act of 2006”), for contracts for services in the amount of one-hundred thousand dollars (\$100,000) or more in a twelve (12) month period.
- H.9.2** Contractor shall pay its employees and subcontractors who perform services under the Contract no less than the current living wage published on the OCP website at www.ocp.dc.gov .
- H.9.3** Contractor shall include in any subcontract for fifteen thousand dollars (\$15,000) or more a provision requiring the subcontractor to pay its employees who perform services under the contract no less than the current living wage rate.
- H.9.4** The Department of Employment Services may adjust the living wage annually and the OCP will publish the current living wage rate on its website at www.ocp.dc.gov.
- H.9.5** Contractor shall provide a copy of the Fact Sheet attached as Attachment J.6 to each employee and subcontractor who performs services under the contract. Contractor shall also post the Notice attached as Attachment J.5 in a conspicuous place in its place of business. Contractor shall include in any subcontract for fifteen thousand dollars (\$15,000) or more a provision requiring the subcontractor to post the Notice in a conspicuous place in its place of business.
- H.9.6** Contractor shall maintain its payroll records under the contract in the regular course of business for a period of at least three (3) years from the payroll date, and shall include this requirement in its subcontracts for fifteen thousand dollars (\$15,000) or more under the Contract.
- H.9.7** The payment of wages required under the Living Wage Act of 2006 shall be consistent with and subject to the provisions of D.C. Official Code § 32-1301 *et seq.*
- H.9.8** The requirements of the Living Wage Act of 2006 do not apply to:
- H.9.8.1** Contracts or other agreements that are subject to higher wage level determinations required by federal law;
- H.9.8.2** Existing and future collective bargaining agreements, provided, that the future collective bargaining agreement results in the employee being paid no less than the established living wage;

- H.9.8.3** Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;
- H.9.8.4** Contracts for services needed immediately to prevent or respond to a disaster or eminent threat to public health or safety declared by the Mayor;
- H.9.8.5** Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services; provided that the trainees do not replace employees subject to the Living Wage Act of 2006;
- H.9.8.6** An employee under twenty-two (22) years of age employed during a school vacation period, or enrolled as a full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than twenty-five (25) hours per week; provided that he or she does not replace employees subject to the Living Wage Act of 2006;
- H.9.8.7** Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District;
- H.9.8.8** Employees of nonprofit organizations that employ not more than fifty (50) individuals and qualify for taxation exemption pursuant to Section 501(c)(3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68A Stat. 163; 26 U.S.C. § 501(c)(3));
- H.9.9** The Mayor may exempt a Contractor from the requirements of the Living Wage Act of 2006, subject to the approval of Council, in accordance with the provisions of Section 109 of the Living Wage Act of 2006.

H.10 **DIVERSION, REASSIGNMENT, AND REPLACEMENT OF KEY PERSONNEL**

The following positions are considered to be key personnel: Animal Care and Control Director, Office Manager, Animal Care Manager, Field Services Manager, Animal Control Officer and Rescue Coordinator. The key personnel specified in the contract are considered to be essential to the work being performed hereunder. Prior to diverting any of the specified key personnel for any reason, the Contractor shall, if possible, notify the Contracting Officer's Technical Representative (COTR) at least fourteen (14) calendar days in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact upon the contract. Proposed substitutions of personnel shall be subject to prior review and approval of the COTR.

H.11 AUDITS, RECORDS, AND RECORD RETENTION

- H.11.1** At any time or times before final payment and three (3) years thereafter, the Contracting Officer may have the Contractor's invoices or vouchers and statements of cost audited. For cost reimbursement contracts, any payment may be reduced by amounts found by the Contracting Officer not to constitute allowable costs as adjusted for prior overpayment or underpayment. In the event that all payments have been made to the Contractor by the District Government and an overpayment is found, the Contractor shall reimburse the District for said overpayment within thirty (30) days after written notification.
- H.11.2** The Contractor shall establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting principles and practices which sufficiently and properly reflect all revenues and expenditures of funds provided by the District under the contract.
- H.11.3** The Contractor shall retain all records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to the contract for a period of five (5) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of the contract.
- H.11.4** The Contractor shall assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, District, or other personnel duly authorized by the Contracting Officer.
- H.11.5** Persons duly authorized by the Contracting Officer shall have full access to and the right to examine any of the Contractor's contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.
- H.11.6** The Contractor shall include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

H.12 GOVERNMENT-FURNISHED PROPERTY

H.12.1 Facility

- H.12.1.1** The District will provide the use of the DC ACCF at 1201 New York Avenue, NE.
- H.12.2** The District will be responsible for repairs in excess of \$20,000.
- H.12.3** The District pays for all utilities including, but not limited to, electricity, water, and dead animal pickup.

Responsibility for repairs is set out in additional detail in Section C.3.25.

H.12.4 Telephone System

H.12.4.1 The District will provide the telephone system, utility costs and all maintenance of the existing telephone system at the DC ACCF.

H.12.5 Computer

H.12.5.1 The District will provide computers and access to office equipment including telecommunications, facsimile, copiers and scanners to enter dog bite, licensing and other data. The District will provide database and District Government forms as required for record keeping. All data must be kept in a format that can be read by or converted to Microsoft Office software. The District retains all data rights. The District access shall not be limited to the data and records.

H.12.6 Title to Government-furnished property shall remain in the Government. The Contractor shall use the Government-furnished property only in connection with this contract. The Contractor shall maintain adequate property controls records in accordance with sound industrial practice and will make such records available for Government inspection at all reasonable times.

H.12.7 Upon delivery of Government-furnished property to the Contractor, the Contractor assumes the risk and responsibility for its loss or damage, except:

H.12.7.1 Reasonable wear and tear;

H.12.7.2 To the extent property is consumed in performing this contract; or

H.12.7.3 As otherwise provided for by the provision of this contract.

H.12.8 Upon completing this contract, the Contractor shall follow the instructions of the Contracting Officer regarding the disposition of all Government-furnished property not consumed in performing this contract or previously delivered to the Government. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of the Government-furnished property, as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the contract price or shall be paid to the Government as directed by the Contracting Officer.

H.12.9 The physical facility will be maintained by the Government, including repairs, maintenance, and/or renovations, with the Contractor being responsible for informing the Government of degraded conditions and the need for replacement or renovations. The Contractor shall not hold the District of Columbia liable for injury to persons or property caused by fire, theft, resulting from the operation of heating, air conditioning, or lighting apparatus, falling plaster, steam, gas,

electricity, water, rain, or dampness, which may leak from or through any part of the facility, or pipes, appliances or plumbing, unless the need for such repairs are reported to the Government.

SECTION I STANDARD CONTRACT CLAUSES

I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

The Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts dated March 2007 (Attachment J.1) are incorporated as part of the contract resulting from this solicitation.

I.2 CONTRACTS THAT CROSS FISCAL YEARS

Continuation of this contract beyond the current fiscal year is contingent upon future fiscal appropriations.

I.3 CONFIDENTIALITY OF INFORMATION

All information obtained by Contractor relating to any employee or customer of the District will be kept in absolute confidence and shall not be used by Contractor in connection with any other matters, nor shall any such information be disclosed to any other person, firm, or corporation, in accordance with the District and Federal laws governing the confidentiality of records.

I.4 TIME

Time, if stated in a number of days, will include Saturdays, Sundays, and holidays, unless otherwise stated herein.

I.5 RIGHTS IN DATA

I.5.1 “Data,” as used herein, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

I.5.2 The term “Technical Data”, as used herein, means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work, or be usable or used to define a design or process or to procure, produce, support, maintain, or operate material. The data may be graphic or pictorial delineations in media such as drawings or photographs, text in specifications or related performance or design type documents or computer printouts. Examples of technical data include research and engineering data, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information, and computer

software documentation. Technical data does not include computer software or financial, administrative, cost and pricing, and management data or other information incidental to contract administration.

- I.5.3** The term “Computer Software”, as used herein means computer programs and computer databases. “Computer Programs”, as used herein means a series of instructions or statements in a form acceptable to a computer, designed to cause the computer to execute an operation or operations. "Computer Programs" include operating systems, assemblers, compilers, interpreters, data management systems, utility programs, sort merge programs, and automated data processing equipment maintenance diagnostic programs, as well as applications programs such as payroll, inventory control and engineering analysis programs. Computer programs may be either machine-dependent or machine-independent, and may be general purpose in nature or designed to satisfy the requirements of a particular user.
- I.5.4** The term "computer databases", as used herein, means a collection of data in a form capable of being processed and operated on by a computer.
- I.5.5** All data first produced in the performance of this Contract shall be the sole property of the District. Contractor hereby acknowledges that all data, including, without limitation, computer program codes, produced by Contractor for the District under this Contract, are works made for hire and are the sole property of the District; but, to the extent any such data may not, by operation of law, be works made for hire, Contractor hereby transfers and assigns to the District the ownership of copyright in such works, whether published or unpublished. Contractor agrees to give the District all assistance reasonably necessary to perfect such rights including, but not limited to, the works and supporting documentation and the execution of any instrument required to register copyrights. Contractor agrees not to assert any rights in common law or in equity in such data. Contractor shall not publish or reproduce such data in whole or in part or in any manner or form, or authorize others to do so, without written consent of the District until such time as the District may have released such data to the public.
- I.5.6** The District will have restricted rights in data, including computer software and all accompanying documentation, manuals and instructional materials, listed or described in a license or agreement made a part of this contract, which the parties have agreed will be furnished with restricted rights, provided however, notwithstanding any contrary provision in any such license or agreement, such restricted rights shall include, as a minimum the right to:
- I.5.6.1** Use the computer software and all accompanying documentation and manuals or instructional materials with the computer for which or with which it was acquired, including use at any District installation to which the computer may be transferred by the District;

- I.5.6.2** Use the computer software and all accompanying documentation and manuals or instructional materials with a backup computer if the computer for which or with which it was acquired is inoperative;
- I.5.6.3** Copy computer programs for safekeeping (archives) or backup purposes; and modify the computer software and all accompanying documentation and manuals or instructional materials, or combine it with other software, subject to the provision that the modified portions shall remain subject to these restrictions.
- I.5.7** The restricted rights set forth in Section I.5.6 are of no effect unless the data is marked by Contractor with the following legend:
- I.5.7.1** RESTRICTED RIGHTS LEGEND
- Use, duplication, or disclosure is subject to restrictions stated in Contract No. _____
With _____ (Contractor's Name); and,
- I.5.7.2** If the data is computer software, the related computer software documentation includes a prominent statement of the restrictions applicable to the computer software. Contractor may not place any legend on the computer software indicating restrictions on the District's rights in such software unless the restrictions are set forth in a license or agreement made a part of the contract prior to the delivery date of the software. Failure of Contractor to apply a restricted rights legend to such computer software shall relieve the District of liability with respect to such unmarked software.
- I.5.8** In addition to the rights granted in Section I.5.6 above, Contractor hereby grants to the District a nonexclusive, paid-up license throughout the world, of the same scope as restricted rights set forth in Section I.5.6 above, under any copyright owned by Contractor, in any work of authorship prepared for or acquired by the District under this contract. Unless written approval of the Contracting Officer is obtained, Contractor shall not include in technical data or computer software prepared for or acquired by the District under this contract any works of authorship in which copyright is not owned by Contractor without acquiring for the District any rights necessary to perfect a copyright license of the scope specified in the first sentence of this paragraph.
- I.5.9** Whenever any data, including computer software, are to be obtained from a subcontractor under this contract, Contractor shall use this clause, I.5, Rights in Data, in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the District's or Contractor's rights in that subcontractor data or computer software which is required for the District.
- I.5.10** For all computer software furnished to the District with the rights specified in Section I.5.5, Contractor shall furnish to the District, a copy of the source code

with such rights of the scope specified in Section I.5.5. For all computer software furnished to the District with the restricted rights specified in Section I.5.6, the District, if Contractor, either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under this contract or any paid-up maintenance agreement, or if Contractor should be declared bankrupt or insolvent by a court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the then current version of the source code supplied under this contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.

- I.5.11** Contractor shall indemnify and save and hold harmless the District, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, for:
- I.5.11.1** Violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this contract, or,
- I.5.11.2** Based upon any data furnished under this contract, or based upon libelous or other unlawful matter contained in such data.
- I.5.12** Nothing contained in this clause shall imply a license to the District under any patent, or be construed as affecting the scope of any license or other right otherwise granted to the District under any patent.
- I.5.13** Paragraphs I.5.6, I.5.7, I.5.8, I.5.11 and I.5.12 above are not applicable to material furnished to Contractor by the District and incorporated in the work furnished under contract, provided that such incorporated material is identified by Contractor at the time of delivery of such work

I.6 OTHER CONTRACTORS

Contractor shall not commit or permit any act that will interfere with the performance of work by another District contractor or by any District employee.

I.7 SUBCONTRACTS

Contractor hereunder shall not subcontract any of Contractor's work or services to any subcontractor without the prior written consent of the Contracting Officer. Any work or service so subcontracted shall be performed pursuant to a subcontract agreement, which the District will have the right to review and approve prior to its execution by Contractor. Any such subcontract shall specify that Contractor and the subcontractor shall be subject to every provision of this contract. Notwithstanding any such subcontract approved by the District,

Contractor shall remain liable to the District for all Contractor's work and services required hereunder.

I.8 INSURANCE

I.8.1 General Requirements

The Contractor shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall submit a Certificate of Insurance giving evidence of the required coverage either before or after contract award but before work commences. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed; have either an A.M. Best Company rating of A-VIII or higher, a Standard & Poor's rating of AA or higher, or a Moody's rating of Aa2 or higher. The Contractor shall require all subcontractors to carry the insurance required herein, or the Contractor may, at its option, provide the coverage for any or all subcontractors, and if so, the evidence of insurance submitted shall so stipulate. All policies (excluding Workers' Compensation and Professional Liability, if applicable) shall name the District as an additional insured with respect to work or services performed under the Contract. All policies shall provide that the insurance coverage provided hereunder will be primary and noncontributory with any other applicable insurance. All policies shall contain a waiver of subrogation in favor of the District of Columbia. In no event shall work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) has been furnished. All policies shall provide that the Contracting Officer shall be given thirty (30) days prior written notice via certified mail in the event coverage is substantially changed, canceled or not renewed.

I.8.1.1 Certificate of Insurance Requirement

The policy description on the Certificate of Insurance form shall include the contract number, the contract award date (if available), the contract expiration date (if available), the name of the requesting agency, the name of the contracting officer, a brief description of the work to be performed, the job location, the District as an additional insured, and a waiver of subrogation.

I.8.1.2 Commercial General Liability Insurance

I.8.1.2.1

The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the operations performed, that it carries \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate; includes coverage for products and completed operations and personal and advertising injury. The policy coverage shall be primary and non-contributory, and shall include the District of Columbia as an additional insured.

I.8.1.2.2 Commercial General Liability Insurance

If the Contractor is providing insurance for a subcontractor, the Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the operations performed, that it carries \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate; and completed operations and personal and advertising injury. The policy coverage shall be primary and non-contributory, and shall include the District of Columbia as an additional insured.

I.8.1.3 Automobile Liability Insurance

The Contractor shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of the contract. The policy shall cover the operations performed under the contract with a \$1,000,000.00 per occurrence combined single limit. The policy coverage shall be primary and non-contributory and shall include the District of Columbia as an additional insured.

I.8.1.4 Workers' Compensation Insurance**I.8.1.4.1 Workers' Compensation Insurance**

The Contractor shall provide Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

I.8.1.4.2 Employer's Liability Insurance

The Contractor shall provide employer's liability insurance as follows: \$1 million per accident for injury; \$1 million per employee for disease; and \$1 million for policy disease limit.

I.8.1.5 Umbrella or Excess Liability Insurance

The Contractor shall provide umbrella or excess liability insurance as follows \$5,000,000 limits per occurrence with the District of Columbia as an additional insured.

I.8.1.6 Professional Liability Insurance (Errors & Omissions)

The Contractor (including but not limited to architects, attorneys, engineers, environmental consultants, and healthcare professionals) shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission caused by the performance of professional services under this Contract.

The policy shall provide limits of \$2,000,000 limits per claim per occurrence for each wrongful act and \$2,000,000 per aggregate for each wrongful act. The Contractor shall maintain this insurance for five (5) years following the District's final acceptance of the work. The policy shall cover the Contractor and its subcontractors of every tier, and shall identify the District as the Project Owner on the policy.

I.8.2 Duration

Except as proved in I.8.1.6, the Contractor shall carry all insurance until all contract work is accepted by the District. Each insurance policy shall contain a binding endorsement that: The insurer agrees that the Contracting Officer shall be given thirty (30) days prior written notice via certified mail in the event coverage is substantially changed, canceled or not renewed.

I.8.3 Contractor's Property

Contractors and subcontractor are solely responsible for any loss or damage to their personal property, including owned and leased equipment, whether such equipment is located at a project site or "in transit". This includes Contractor tools and equipment, scaffolding and temporary structures, and rented machinery, storage sheds or trailers placed on the project site.

I.8.4 Measure of Payment

The District shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.

I.9 EQUAL EMPLOYMENT OPPORTUNITY

In accordance with the District of Columbia Administrative Issuance System, Mayor's Order 85-85 dated June 10, 1985, the forms for completion of the Equal Employment Opportunity Information Report are incorporated herein as Attachment J.3. An award cannot be made to any Offeror who has not satisfied the equal employment requirements.

I.10 COST-REIMBURSEMENT CONTRACTS

If this contract is a cost-reimbursement contract, then only costs determined in writing to be reimbursable by the Contracting Officer, in accordance with the cost principles set forth in rules issued pursuant to Title VI of the Procurement Practices Act of 1985 shall be reimbursable

I.11 ORDER OF PRECEDENCE

Any inconsistency in this solicitation shall be resolved by giving precedence in the following order:

- a. Supplies or Services and Price/Cost Section (Section B)
- b. Specifications/Work Statement (Section C)
- c. Special Contract Requirements (Section H)
- d. Deliveries and Performance (Section F)
- e. Contract Clauses (Section I)
- f. Contract Administration Data (Section G)
- g. Inspection and Acceptance (Section E)
- h. Contract Attachments (Section J) in the order they appear

SECTION J
LIST OF ATTACHMENTS

The following list of attachments are incorporated into the solicitation by reference and made a part of the resulting contract in the order of priority described in I.11.

Attachment Number	Document
J.1	Standard Contract Provisions for Use with the Supply and Service Contract, dated March 2007 available at www.ocp.dc.gov click on "Solicitation Attachments"
J.2	U.S. Department of Labor Wage Determination Rev. No 7 dated March 16, 2009
J.3	Office of Local Business Development Equal Employment Opportunity Information Report and Mayor's Order 85-85 available at www.ocp.dc.gov click on "Solicitation Attachments"
J.4	Department of Employment Services First Source Employment Agreement available at www.ocp.dc.gov click on "Solicitation Attachments"
J.5	Way to Work Amendment Act of 2006 - Living Wage Notice
J.6	Way to Work Amendment Act of 2006 - Living Wage Fact Sheet
J.7	Tax Certification Affidavit
J.8	Cost/Price Certification and Data Package available at www.ocp.dc.gov click on "Solicitation Attachments"
J.9	Past Performance Evaluation Form

**SECTION K
REPRESENTATIONS, CERTIFICATIONS,
AND OTHER STATEMENTS OF OFFERORS**

K.1 AUTHORIZED NEGOTIATORS

The Offeror represents that the following persons are authorized to negotiate on its behalf with the District in connection with this request for proposals: (list names, titles, and telephone numbers of the authorized negotiators).

K.2 TYPE OF BUSINESS ORGANIZATION

The Offeror, by checking the applicable box, represents that

K.2.1 It operates as:

A corporation incorporated under the laws of the State of:

- An individual,
- A partnership,
- A nonprofit organization, or
- A joint venture

K.2.2 If the Offeror is a foreign entity, it operates as:

- An individual,
- A joint venture, or
- A corporation registered for business in (Country).

K.3 CERTIFICATION AS TO COMPLIANCE WITH EQUAL OPPORTUNITY OBLIGATIONS

K.3.1 Mayor’s Order 85-85, “Compliance with Equal Opportunity Obligations in Contracts”, dated June 10, 1985 and the Office of Human Rights’ regulations, Chapter 11, “Equal Employment Opportunity Requirements in Contracts”, promulgated August 15, 1986 (4 DCMR Chapter 11, 33 DCR 4952) are included as a part of this solicitation and require the following certification for contracts subject to the order. Failure to complete the certification may result in rejection of the Offeror for a contract subject to the order.

I hereby certify that I am fully aware of the content of the Mayor’s Order 85-85 and the Office of Human Rights’ regulations, Chapter 11, and agree to comply with them in performance of this contract.

Date, Name, Title, Signature.

K.3.2 Offeror has has not participated in a previous contract or subcontract subject to the Mayor’s Order 85-85. Offeror has has not filed all required compliance reports, and representations indicating submission of required reports signed by proposed subcontractors. (The above representations need not be submitted in connection with contracts or subcontracts which are exempt from the Mayor’s Order.)

K.4 DISTRICT EMPLOYEES NOT TO BENEFIT CERTIFICATION

Each Offeror shall check one of the following:

- No person listed in Clause 13 of the Standard Contract Provisions (Attachment J.1) “District Employees Not to Benefit” will benefit from this contract.
- The following person(s) listed in Clause 13 may benefit from this contract. For each person listed, attach the affidavit required by Clause13 of the Standard Contract Provisions (Attachment J.1)

K.5 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

K.5.1 Each signature of the Offeror is considered to be a certification by the signatory that:

K.5.1.1 The prices in this contract have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any Offeror or competitor relating to:

- a. Those prices;
- b. The intention to submit a contract; or
- c. The methods or factors used to calculate the prices in the contract.

K.5.1.2 The prices in this contract have not been and will not be knowingly disclosed by the Offeror, directly or indirectly, to any other Offeror or competitor before contract opening unless otherwise required by law; and

K.5.1.3 No attempt has been made or will be made by the Offeror to induce any other concern to submit or not to submit a contract for the purpose of restricting competition.

K.5.2 Each signature on the offer is considered to be a certification by the signatory that the signatory:

K.5.2.1 Is the person in the Offeror's organization responsible for determining the prices being offered in this contract, and that the signatory has not participated and will not participate in any action contrary to Section K.5.1 above; or

K.5.2.2 Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to Section K.5.1 above:

(Insert full name of person(s) in the organization responsible for determining the prices offered in the Contract and the title of his or her position in the Offeror's organization);

K.5.2.3 As an authorized agent, does certify that the principals named in subdivision:

- a. Have not participated, and will not participate, in any action contrary to Section K.5.1 above; and
- b. As an agent, has not participated, and will not participate, in any action contrary to Section K.5.1 above.

K.5.3 If the Offeror deletes or modifies Section K.5.1.2 above, the Offeror shall furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K.6 TAX CERTIFICATION

Each Offeror shall submit with its offer, a sworn Tax Certification Affidavit, incorporated herein as Attachment J.7.

SECTION L
INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L.1 CONTRACT AWARD

L.1.1 Most Advantageous to the District

The District intends to award multiple contracts resulting from this solicitation to the responsible Offerors whose offers conform to the solicitation and will be most advantageous to the District, cost or price, technical and other factors, specified elsewhere in this solicitation considered.

L.1.2 Initial Offers

The District may award contracts on the basis of initial offers received, without discussion. Therefore, each initial offer should contain the Offeror's best terms from a standpoint of cost or price, technical and other factors.

L.2 PROPOSAL FORM, ORGANIZATION AND CONTENT

One original and ten (10) copies of the written proposals shall be submitted in two parts, titled "Technical Proposal" and "Price Proposal". Proposals shall be typewritten in 12 point font size on 8.5" by 11" bond paper. Telephonic, telegraphic, and facsimile proposals will not be accepted. Each proposal shall be submitted in a sealed envelope conspicuously marked: "Proposal in Response to Solicitation No. DCHC-2009-R-0526 Comprehensive Animal Services.

Offerors are directed to the specific proposal evaluation criteria found in Section M of this solicitation, Evaluation Factors. The Offeror shall respond to each factor in a way that will allow the District to evaluate the Offeror's response. The offeror shall submit information in a clear, concise, factual and logical manner providing a comprehensive description of program services and service delivery. The information requested below for the technical proposal shall facilitate evaluation and source selection for all proposals. The technical proposal must contain sufficient detail to provide a clear and concise representation of the requirements in the statement of work.

L.2.1 Technical Proposal

L.2.1.1 Section 1 - Technical Approach

The information contained in this section shall facilitate the evaluation of the Offeror's technical approach and methodology to provide the required services described in C.3. The Offeror shall provide at a minimum the following information:

- a. A description of the Offeror's overall mission and philosophy to provide the required services as described in C.3.
- b. A written narrative detailing the Offeror's technical approach and methodology to successfully provide at a minimum the following required services (C.3.) in support of the District's goals (C.2.3).
 1. C.3.1 Law Enforcement
 2. C.3.2 Rabies Surveillance
 3. C.3.3 Zoonoses Prevention
 4. C.3.4 ACCF
 5. C.3.5 Euthanasia
 6. C.3.6 Vaccinations
 7. C.3.7 Licenses and Fees
 8. C.3.8 Impoundment
 9. C.3.9 Lost/Found
 10. C.3.10 Trapping
 11. C.3.12 Adoption
 12. C.3.13 Foster Care, Animal Rescues or other Humane Organizations
 13. C.3.20 Response Time
 14. C.3.21 Hours of Operations
 15. C.3.25 Maintenance
 16. C.3.26 Financial Management of Fees and Donations
 17. C.3.27 Public Relations and Communications
 18. C.3.30 Reports
 19. C.3.32 Vehicles
 20. C.3.33 Animal Care
 21. C.3.34 Wildlife
- c. Conceptual Adoption and Euthanasia reduction work plan
- d. Conceptual Vaccination Plan
- e. Conceptual Adoption Plan
- f. Discussion of the Offeror's knowledge and understanding of District and Federal Laws, regulations and industry standards referenced in Applicable Documents Section C.1.1.
- g. A description of the Offeror's Quality Assurance policies and procedures.
- h. A description of the Offeror's plan to achieve the Customer Service requirements.
- i. A description of the Offeror's plan and capabilities to meet the reporting requirements described in Section C.3

L.2.1.2 Section 2 – Technical Expertise

The information contained in this section shall facilitate the evaluation of the Offeror's organizational capability to perform the required services. The Offeror shall provide the following information:

- a. A narrative describing the collective qualifications, experience, skills, and capabilities of the Offeror's proposed staff, the relevance and the benefit of the Offeror's staff qualifications, experience, and skills to successfully provide the required services described in C.3;
- b. A narrative describing the Offeror's staffing plan.
- c. An organizational chart illustrating the Offeror's staffing plan that clearly delineates at a minimum the following:
 1. Each staff member to perform services under this contract and the corresponding position/title
 2. Reporting Lines clearly showing the lines of accountability
- d. The Offeror shall provide the following information for EACH staff position/title appearing on the Offeror's Organizational Chart:
 1. Resumes, Certifications, and Licenses, as applicable
 2. Position Description and Performance Evaluation criteria
 3. Years of relevant work experience on similar projects

L.2.1.3 Section 3 – Past Performance

The information contained in this section shall facilitate the evaluation of the Offeror's past performance and previous experience to perform the required services. The Offeror shall provide the following information:

- a. A narrative that describes the Offeror's organizational history and past and current experience in performing services similar in size and scope as the required services described in Section C.3.1. The Offeror's narrative shall address lessons learned and barriers overcome in previous experiences and the application of this experience to perform the required services.
- b. A list of contracts and subcontracts the Offeror has performed similar in size and scope as the required services described in Section C.3.1 within the past four (4) years. The Offeror's list shall include the following information for each contract or subcontract:
 1. Name of contracting activity;
 2. Contract number;
 3. Contract type;
 4. Contract duration (or Period);
 5. Total contract value;
 6. Description of work performed;
 7. Contact Person name, phone, and e-mail address

- c. Offeror shall submit at a minimum three completed (3) Past Performance Evaluation Forms provided as Attachment J.9 from the list of contracts identified in L.2.1.3 b above.

L.2.1.4 Representations, Certifications and other Statements of Offeror

- a. Signed Solicitation and Award (page1)
- b. Attachment J.3 Equal Employment Opportunity Information Report
- c. Attachment J.4 First Source Employment Agreement
- d. Attachment J.7 Tax Certification Affidavit
- e. K.1 Authorized Negotiators
- f. K.2 Type of Business Organization
- g. K.3 Certification as to Equal Opportunity Obligations
- h. K.4 District Employees Not to Benefit Certification
- i. K.5 Certification of Independent Price Determination

L.2.2 Price Proposal

The Offeror's Price Proposal shall contain at a minimum the following information:

- a. Completed Section B.3.3 Price Schedule
- b. Cost Price Certification and data Package (Attachment J.8)
- c. A narrative to describe the Offeror's Price Proposal and any computations

L.3 PROPOSAL SUBMISSION DATE AND TIME, AND LATE SUBMISSIONS, LATE MODIFICATIONS, WITHDRAWAL OR MODIFICATION OF PROPOSALS AND LATE PROPOSALS

L.3.1 Proposal Submission

Proposals must be submitted no later than 2:00 pm June 1, 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:

- a. The proposal or modification was sent by registered or certified mail not later than the fifth (5th) day before the date specified for receipt of offers;
- b. The proposal or modification was sent by mail and it is determined by the Contracting Officer that the late receipt at the location specified in the solicitation was caused by mishandling by the District, or
- c. The proposal is the only proposal received.

L.3.2 Withdrawal or Modification of Proposals

An Offeror may modify or withdraw its proposal upon written, telegraphic notice, or facsimile transmission if received at the location designated in the solicitation for submission of proposals, but not later than the closing date for receipt of proposals.

L.3.3 Postmarks

The only acceptable evidence to establish the date of a late proposal, late modification or late withdrawal sent either by registered or certified mail shall be a U.S. or Canadian Postal Service postmark on the wrapper or on the original receipt from the U.S. or Canadian Postal Service. If neither postmark shows a legible date, the proposal, modification or request for withdrawal shall be deemed to have been mailed late. When the postmark shows the date but not the hour, the time is presumed to be the last minute of the date shown. If no date is shown on the postmark, the proposal shall be considered late unless the Offeror can furnish evidence from the postal authorities of timely mailing.

L.3.4 Late Modifications

A late modification of a successful proposal, which makes its terms more favorable to the District, shall be considered at any time it is received and may be accepted.

L.3.5 Late Proposals

A late proposal, late modification or late request for withdrawal of an offer that is not considered shall be held unopened, unless opened for identification, until after award and then retained with unsuccessful offers resulting from this solicitation.

L.4 EXPLANATION TO PROSPECTIVE OFFERORS

If a prospective Offeror has any questions relative to this solicitation, the prospective Offeror shall submit the question in writing to the contact person, identified on page one. The prospective Offeror shall submit questions no later than 4:00 pm May 19, 2009. The District will not consider any questions received after. The District will furnish responses promptly to all other prospective Offerors 4:00 pm May 19, 2009. An amendment to the solicitation will be issued if that information is necessary in submitting offers, or if the lack of it would be prejudicial to any other prospective Offerors. Oral explanations or instructions given before the award of the contract will not be binding.

L.5 FAILURE TO SUBMIT OFFERS

Recipients of this solicitation not responding with a bid should not return this solicitation. Instead, they should advise the Contracting Officer, Office from the Office of Property Management, 441 4th Street, N.W., Suite 930 South, Washington, D.C. 20001, by e-mail, letter or postcard whether they want to receive future solicitations for similar requirements. It is also requested that such recipients advise the Contracting Officer, Office from the Office of Property Management, of the reason for not submitting a bid in response to this solicitation. If a recipient does not submit a bid and does not notify the Contracting Officer that future solicitations are desired the recipient's name may be removed from the applicable mailing list.

L.6 RESTRICTION ON DISCLOSURE AND USE OF DATA**L.6.1** Offerors who include in their proposal data that they do not want disclosed to the public or used by the District except for use in the procurement process shall mark the title page with the following legend:

"This proposal includes data that shall not be disclosed outside the District and shall not be duplicated, used or disclosed in whole or in part for any purpose except for use in the procurement process.

If, however, a contract is awarded to this Offeror as a result of or in connection with the submission of this data, the District will have the right to duplicate, use, or disclose the data to the extent consistent with the District's needs in the procurement process. This restriction does not limit the District's rights to use, without restriction, information contained in this proposal if it is obtained from another source. The data subject to this restriction are contained in sheets (insert page numbers or other identification of sheets)."

L.6.2 Mark each sheet of data it wishes to restrict with the following legend:

"Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal."

L.7 PROPOSALS WITH OPTION YEARS

The Offeror shall include option year prices in its price/cost proposal. An offer may be determined to be unacceptable if it fails to include option year pricing for four (4) one-year options after the initial period of performance.

L.8 PROPOSAL PROTESTS

Any actual or prospective Offeror or Contractor who is aggrieved in connection with the solicitation or award of a contract, must file with the D.C. Contract

Appeals Board (Board) a protest no later than 10 business days after the basis of protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation which are apparent at the time set for receipt of initial proposals shall be filed with the Board prior to the time set for receipt of initial proposals. In procurements in which proposals are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested no later than the next closing time for receipt of proposals following the incorporation. The protest shall be filed in writing, with the Contract Appeals Board, 717 14th Street, N.W., Suite 430, Washington, D.C. 20004. The aggrieved person shall also mail a copy of the protest to the Contracting Officer for the solicitation.

L.9 SIGNING OF OFFERS

The Offeror shall sign the offer and print or type its name on the Solicitation, Offer and Award form of this solicitation. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the Contracting Officer.

L.10 UNNECESSARILY ELABORATE PROPOSALS

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to this solicitation are not desired and may be construed as an indication of the Offeror's lack of cost consciousness. Elaborate artwork, expensive paper and bindings, and expensive visual and other presentation aids are neither necessary nor desired.

L.11 RETENTION OF PROPOSALS

All proposal documents will be the property of the District and retained by the District, and therefore will not be returned to the Offerors.

L.12 PROPOSAL COSTS

The District is not liable for any costs incurred by the Offerors in submitting proposals in response to this solicitation.

L.13 ELECTRONIC COPY OF PROPOSALS FOR FREEDOM OF INFORMATION ACT REQUESTS

In addition to other proposal submission requirements, the Offeror must submit an electronic copy of its proposal, redacted in accordance with any applicable exemptions from disclosure in D.C. Official Code § 2-534, in order for the District to comply with Section 2-536(b) that requires the District to make available electronically copies of records that must be made public. The District's

policy is to release documents relating to District proposals following award of the contract, subject to applicable FOIA exemption under Section 2-534(a)(1).

L.14 CERTIFICATES OF INSURANCE

The Contractor shall submit a certificate of insurance giving evidence of the required insurance coverage specified in Section I.8 prior to commencing work. to:

James H. Marshall
Contracting Officer
Office of Contracting and Procurement
441 4th Street NW Suite 700 South
Washington, D.C. 20001

and

Office of Risk Management
441 4th Street, NW, Suite 800 South
Washington, D.C. 20001

L.15 ACKNOWLEDGMENT OF AMENDMENTS

The Offeror shall acknowledge receipt of any amendment to this solicitation (a) by signing and returning the amendment; (b) by identifying the amendment number and date in the space provided for this purpose in Section A, Solicitation, Offer and Award form; or (c) by e-mail or letter. The District must receive the acknowledgment by the date and time specified for receipt of offers. Offerors' failure to acknowledge an amendment may result in rejection of the offer.

L.16 BEST AND FINAL OFFERS

If, subsequent to receiving original proposals, negotiations are conducted, all Offerors within the competitive range will be so notified and will be provided an opportunity to submit written best and final offers at the designated date and time. Best and Final Offers will be subject to the Late Submissions, Late Modifications and Late Withdrawals of Proposals provision of the solicitation. After receipt of best and final offers, no discussions will be reopened unless the Contracting Officer determines that it is clearly in the District's best interest to do so, e.g., it is clear that information available at that time is inadequate to reasonably justify Contractor selection and award based on the best and final offers received. If discussions are reopened, the Contracting Officer shall issue an additional request for best and final offers to all Offerors still within the competitive range.

L.17 LEGAL STATUS OF OFFEROR

Each proposal must provide the following information:

L.17.1 Name, address, telephone number and federal tax identification number of Offeror;

L.17.2 A copy of each District of Columbia license, registration or certification that the Offeror is required by law to obtain. This mandate also requires the Offeror to provide a copy of the executed "Clean Hands Certification" that is referenced in D.C. Official Code §47-2862 (2001), if the Offeror is required by law to make such certification. If the Offeror is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the offer shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and

L.17.3 If the Offeror is a partnership or joint venture, the names and addresses of the general partners or individual members of the joint venture, and copies of any joint venture or teaming agreements.

L.18 FAMILIARIZATION WITH CONDITIONS

Offerors shall thoroughly familiarize themselves with the terms and conditions of this solicitation, acquainting themselves with all available information regarding difficulties which may be encountered, and the conditions under which the work is to be accomplished. Contractors will not be relieved from assuming all responsibility for properly estimating the difficulties and the cost of performing the services required herein due to their failure to investigate the conditions or to become acquainted with all information, schedules and liability concerning the services to be performed.

L.19 STANDARDS OF RESPONSIBILITY

Offeror must demonstrate to the satisfaction of the District the capability in all respects to perform fully the contract requirements; therefore, the Offeror must submit the documentation listed below, within five (5) days of the request by the District. Any Offeror that fails to submit the documentation will be deemed non-responsible and ineligible to receive a contract under this RFP.

L.19.1 Evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the contract.

L.19.2 Evidence of the ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.

- L.19.3** Evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them. The Offeror shall provide the criminal background checks for the Offeror's Key Staff.
- L.19.4** Evidence of compliance with the applicable District licensing and tax laws and regulations.
- L.19.5** Evidence of a satisfactory performance record, record of integrity, and business ethics.
- L.19.6** Evidence of other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations
- L.19.7** If the prospective contractor fails to supply the information requested, the Contracting Officer shall make the determination of responsibility or nonresponsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the Contracting Officer shall determine the prospective contractor to be nonresponsible.

L.20 PRE PROPOSAL CONFERENCE

- L.20.1** Prospective Offerors will be given an opportunity to ask questions regarding this solicitation at the conference to be held at **2:00pm May 12, 2009** at the Office of Contracting and Procurement 441 4th Street, NW, Room 700. The purpose of the conference is to provide a structured and formal opportunity for the District to accept questions from Offerors on the solicitation document as well as to clarify the contents of the solicitation. Attending Offerors must complete the pre-proposal conference Attendance Roster at the conference so that their attendance can be properly recorded.
- L.20.2** Impromptu questions will be permitted and spontaneous answers will be provided at the District's discretion. Verbal answers given at the pre-proposal conference are only intended for general discussion and do not represent the Department's final position. All oral questions will be submitted in writing following the close of the pre-proposal conference but no later than March 9, 2009 in order to generate an official answer. Official answers will be provided in writing to all prospective Offerors who are listed on the official Offerors' list as having received a copy of the solicitation. Answers will be posted on the OCP website at www.ocp.dc.gov.

L.21 KEY PERSONNEL

- L.21.1** The District considers the following positions to be key personnel for this contract:

L.22.2 The offeror shall set forth in its proposal the names and reporting relationships of the key personnel the offeror will use to perform the work under the proposed contract. Their resumes shall be included along with the hours in total and by task that each will devote to the contract

SECTION M EVALUATION FACTORS FOR AWARD

M.1 EVALUATION FOR AWARD

The contract will be awarded to the responsible offeror whose offer is most advantageous to the District, based upon the evaluation criteria specified below. Thus, while the points in the evaluation criteria indicate their relative importance, the total scores will not necessarily be determinative of the award. Rather, the total scores will guide the District in making an intelligent award decision based upon the evaluation criteria.

M.2 TECHNICAL RATING

The Technical Rating Scale is as follows:

Numeric Rating	Adjective	Description
0	Unacceptable	Fails to meet minimum requirements; e.g., no demonstrated capacity, major deficiencies which are not correctable; offeror did not address the factor.
1	Poor	Marginally meets minimum requirements; major deficiencies which may be correctable.
2	Minimally Acceptable	Marginally meets minimum requirements; minor deficiencies which may be correctable.
3	Acceptable	Meets requirements; no deficiencies.
4	Good	Meets requirements and exceeds some requirements; no deficiencies.
5	Excellent	Exceeds most, if not all requirements; no deficiencies.

For example, if a sub factor has a point evaluation of 0 to 6 points, and (using the Technical Rating Scale) the District evaluates as "good" the part of the proposal applicable to the sub factor, the score for the sub factor is 4.8 (4/5 of 6). The sub factor scores will be added together to determine the score for the factor level.

M.3 EVALUATION STANDARDS

M.3.1 In accordance with M.1, the District will make an award to the responsible Offeror(s) whose offer conforms to the solicitation and is most advantageous to the District, cost or price and technical factors listed below considered.

M.3.2 Technical Proposals will be evaluated based on the following technical evaluation factors which are listed in descending order of importance:

M.3.2.1 Technical Approach

M.3.2.1.1 This factor considers the Technical Approach to be utilized by the offeror to perform the requirements as described in Section C of this solicitation. This factor examines the offeror's understanding and overall technical approach and methodology including the offeror's service description, service delivery, and knowledge and application of applicable District and federal laws and regulations to perform the required work. The offeror's knowledge and application of recognized industry standards and best practice models. This factor examines all elements of the technical approach and the interdependency of each element in the successful delivery of the required services.

M.3.2.1.2 The District will evaluate offeror's proposal vis-à-vis this factor, including those portions of the proposal in which the Offeror provides the information requested in L.2.1.1.

M.3.2.2 Technical Expertise

M.3.2.2.1 This factor considers the technical expertise to be accessed and provided by the Offeror to perform the District's requirements as described in Section C of this solicitation. This factor encompasses all components of the offeror's staff and staff related activities including the offeror's organizational structure, the proposed staffing plan, and the qualifications and expertise of the offeror's proposed staff. This factor considers each staffing component, together and independently, and the importance of the interrelationships of each component toward the contribution of performing the service requirements.

M.3.2.2.2 The District will evaluate offeror's proposal vis-à-vis this factor, including those portions of the proposal in which the Offeror provides the information requested L.2.1.2.

M.3.2.3 Past Performance

M.3.2.3.1 This factor considers the offeror's past performance in performing services similar to the required services as described in Section C of this solicitation. This factor includes an examination of the quality of services provided, timeliness in service delivery, business practices, and overall satisfaction of the offeror's performance

M.3.2.3.2 The District will evaluate offeror's proposal vis-à-vis this factor, including those portions of the proposal in which the Offeror provides the information requested in L.2.1.3.

M.4 EVALUATION CRITERIA

M.4.1 The technical evaluation criteria set forth below have been developed by agency technical personnel and have been tailored to the requirements of this particular solicitation. Contractor is informed that these criteria will serve as the standard against which all proposals will be evaluated and serve to establish the evaluation criteria including the evaluation factors and significant sub factors which the Contractor should specifically address in complying with the requirements of the solicitation as described in Section C and instructions and notices to Offerors described in Section L.

M.4.2 The relative probabilities of the Offeror to accomplish the requirements of the solicitation will be evaluated based on the specific information requested in Section L.3 in accordance with the evaluation factors described below. Contractor should respond to each factor and significant sub factor in a way that will allow the District to evaluate Contractor's response. The scoring for each evaluation factor will be based on the District's determination of the degree to which the Offeror satisfies the requirements within the evaluation factor and significant sub factors. Deficiencies and weaknesses identified in the proposal as well as the District's risk will also be considered.

M.4.3 TECHNICAL CRITERIA (0 – 80 POINTS)**M.4.3.1 Technical Approach (0 – 40 Points)****M.4.3.2 Technical Expertise (0 – 20 Points)****M.4.3.3 Past Performance/Previous Experience (0 – 20 Points)****M.4.4 PRICE CRITERIA (0 – 20 POINTS)**

M.4.4.1 Price evaluations will account for up to twenty (20) points of the total score. Unlike the technical evaluation, the price evaluation will be objective. Actual points assigned to each Offeror in this category will be based on the Offeror's total price as provided in the Offeror's Price Proposal (Section L.3.1.2 or L.3.2.2) in accordance with the following formula.

$$\frac{\text{Lowest Price Proposal}}{\text{Price of Proposal Being Evaluated}} \times (20) = \text{Evaluated Price Score}$$

M.4.5 Preference Points will be awarded in accordance with Section M.5 below for a total of twelve (12) preference points.

M.4.6 TOTAL POINTS

The total points awarded under the solicitation are 112.

M.5 OPEN MARKET CLAUSES WITH LSDBE SUBCONTRACTING SET-ASIDE (SUPPLIES AND SERVICES)

Preferences for Local Businesses, Disadvantaged Businesses, Resident-owned Businesses, Small Businesses, Longtime Resident Businesses, or Local Businesses with Principal Offices Located in an Enterprise Zone Under the provisions of the “Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005” (the Act), Title II, Subtitle N, of the “Fiscal Year 2006 Budget Support Act of 2005”, D.C. Law 16-33, effective October 20, 2005, the District shall apply preferences in evaluating bids or proposals from businesses that are small, local, disadvantaged, resident-owned, longtime resident, or local with a principal office located in an enterprise zone of the District of Columbia.

M.5.1 Required Subcontracting Set-Aside

0 % of the total dollar value of this contract has been set-aside for performance through subcontracting with businesses certified by the Small and Local Business Opportunity Commission (SLBOC) or the Department of Small and Local Business Development (DSLBD), as applicable, as local business enterprises, disadvantaged business enterprises, resident-owned businesses, local business enterprises with their principal offices located in an enterprise zone, small business enterprises, or longtime resident businesses. Any prime contractor responding to this solicitation shall submit within 5 days of the contracting officer’s request, a notarized statement detailing its subcontracting plan. Once the plan is approved by the contracting officer, changes will only occur with the prior written approval of the contracting officer and the Director of DSLBD.

M.5.2 General Preferences

For evaluation purposes, the allowable preferences under the Act for this procurement are as follows:

M.5.2.1 Three percent reduction in the bid price or the addition of three points on a 100-point scale for a small business enterprise (SBE) certified by the Small and Local Business Opportunity Commission (SLBOC) or the Department of Small and Local Business Development (DSLBD), as applicable;

M.5.2.2 Five percent reduction in the bid price or the addition of five points on a 100-point scale for a resident-owned business enterprise (ROB) certified by the SLBOC or the DSLBD, as applicable;

- M.5.2.3** Ten percent reduction in the bid price or the addition of ten points on a 100-point scale for a longtime resident business (LRB) certified by the SLBOC or the DSLBD, as applicable;
- M.5.2.4** Two percent reduction in the bid price or the addition of two points on a 100-point scale for a local business enterprise (LBE) certified by the SLBOC or the DSLBD, as applicable;
- M.5.2.5** Two percent reduction in the bid price or the addition of two points on a 100-point scale for a local business enterprise with its principal office located in an enterprise zone (DZE) and certified by the SLBOC or the DSLBD, as applicable; and
- M.5.2.6** Two percent reduction in the bid price or the addition of two points on a 100-point scale for a disadvantaged business enterprise (DBE) certified by the SLBOC or the DSLBD, as applicable.

M.5.3 **Application of Preferences**

The preferences shall be applicable to prime contractors as follows:

- M.5.3.1** Any prime contractor that is an SBE certified by the SLBOC or the DSLBD, as applicable, will receive a three percent (3%) reduction in the bid price for a bid submitted by the SBE in response to an Invitation for Bids (IFB) or the addition of three points on a 100-point scale added to the overall score for proposals submitted by the SBE in response to a Request for Proposals (RFP).
- M.5.3.2** Any prime contractor that is an ROB certified by the SLBOC or the DSLBD, as applicable, will receive a three percent (3%) reduction in the bid price for a bid submitted by the ROB in response to an IFB or the addition of three points on a 100-point scale added to the overall score for proposals submitted by the ROB in response to an RFP.
- M.5.3.3** Any prime contractor that is an LRB certified by the SLBOC or the DSLBD, as applicable, will receive a ten percent (10%) reduction in the bid price for a bid submitted by the LRB in response to an IFB or the addition of ten points on a 100-point scale added to the overall score for proposals submitted by the LRB in response to an RFP.
- M.5.3.4** Any prime contractor that is an LBE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the LBE in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by the LBE in response to an RFP.

M.5.3.5 Any prime contractor that is a DZE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the DZE in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DZE in response to an RFP.

M.5.3.6 Any prime contractor that is a DBE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the DBE in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DBE in response to an RFP.

M.5.4 Maximum Preference Awarded

Notwithstanding the availability of the preceding preferences, the maximum total preference to which a certified business enterprise is entitled under the Act for this procurement is twelve percent (12%) for bids submitted in response to an IFB or the equivalent of twelve (12) points on a 100-point scale for proposals submitted in response to an RFP. There will be no preference awarded for subcontracting by the prime contractor with certified business enterprises.

M.5.5 Preferences for Certified Joint Ventures

When the SLBOC or the DSLBD, as applicable, certifies a joint venture, the certified joint venture will receive preferences as a prime contractor for categories in which the joint venture and the certified joint venture partner are certified, subject to the maximum preference limitation set forth in the preceding paragraph.

M.5.6 Vendor Submission for Preferences

M.5.6.1 Any vendor seeking to receive preferences on this solicitation must submit at the time of, and as part of its bid or proposal, the following documentation, as applicable to the preference being sought:

M.5.6.1.1 Evidence of the vendor's or joint venture's certification by the SLBOC as an SBE, LBE, DBE, DZE, LRB, or RBO, to include a copy of all relevant letters of certification from the SLBOC; or

M.5.6.1.2 Evidence of the vendor's or joint venture's provisional certification by the DSLBD as an SBE, LBE, DBE, DZE, LRB, or RBO, to include a copy of the provisional certification from the DSLBD.

M.5.6.2 Any vendor seeking certification or provisional certification in order to receive preferences under this solicitation should contact the:

Department of Small and Local Business Development
ATTN: LSDBE Certification Program
441 Fourth Street, N.W., Suite 970N
Washington, DC 20001

M.5.6.3 All vendors are encouraged to contact the DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

M.5.7 Subcontracting Plan

Any prime contractor responding to a solicitation in which there is an LBE, DBE, SBE, DZE, LRB, or ROB subcontracting set-aside, shall submit, within 5 days of the contracting officer's request, a notarized statement detailing its subcontracting plan. Each subcontracting plan shall include the following:

M.5.7.1 A description of the goods and services to be provided by the LBEs, DBEs, SBEs, DZEs, LRBs, or ROBs;

M.5.7.2 A statement of the dollar value, by type of business enterprise, of the bid or proposal that pertains to the subcontracts to be performed by the LBEs, DBEs, SBEs, DZEs, LRBs, or ROBs;

M.5.7.3 The names and addresses of all proposed subcontractors who are LBEs, DBEs, SBEs, DZEs, LRBs, or ROBs;

M.5.7.4 The name of the individual employed by the prime contractor who will administer the subcontracting plan, and a description of the duties of the individual;

M.5.7.5 A description of the efforts the prime contractor will make to ensure that LBEs, DBEs, ROBs, SBEs, LRBs, or DZEs will have an equitable opportunity to compete for subcontracts;

M.5.7.6 In all subcontracts that offer further subcontracting opportunities, assurances that the prime contractor will include a statement, approved by the contracting officer, that the subcontractor will adopt a subcontracting plan similar to the subcontracting plan required by the contract;

M.5.7.7 Assurances that the prime contractor will cooperate in any studies or surveys that may be required by the contracting officer, and submit periodic reports, as requested by the contracting officer, to allow the District to determine the extent of compliance by the prime contractor with the subcontracting plan;

M.5.7.8 List the type of records the prime contractor will maintain to demonstrate procedures adopted to comply with the requirements set forth in the subcontracting plan, and include assurances that the prime contractor will make such records available for review upon the District's request; and

M.5.7.9 A description of the prime contractor's recent effort to locate LBEs, DBEs, SBEs, DZEs, LRBs, and ROBs, and to award subcontracts to them.

M.5.8 Enforcement and Penalties for Willful Breach of Subcontracting Plan

The willful breach by a contractor of a subcontracting plan for utilization of local, small, or disadvantaged businesses in the performance of a contract, the failure to submit any required subcontracting plan monitoring or compliance report, or the deliberate submission of falsified data may be enforced by the DSLBD through the imposition of penalties, including monetary fines of \$15,000 or 5% of the total amount of the work that the contractor was to subcontract to local, small, or disadvantaged businesses, whichever is greater, for each such breach, failure, or falsified submission.