

Town of West Bridgewater Police Department/Animal Control

Request for Bids KENNEL BOARDING SERVICES

For the three-year period from July 1, 2019 through and including June 30, 2022
Issued:

INVITATION FOR BID TOWN OF WEST BRIDGEWATER KENNEL BOARDING &CONSULTING SERVICES

The Town of West Bridgewater, is soliciting bids for the following services in accordance with Chapter 30B, Massachusetts General Law.

" KENNEL BOARDING SERVICES" - The safekeeping and care of dogs to the kennel by the Town of West Bridgewater for periods of ten (10) days each, unless sooner claimed by an owner or as otherwise requested by an authorized agent of the Town"

The contract being offered is for a thirty-six (36) month period, from July 1, 2019 through June 30, 2022. All contracts must be strictly awarded in accordance with the requirements of this Invitation for Bid. The Town of West Bridgewater has no discretion under the law to consider bids that fail to comply with those requirements, except for minor informalities as permitted by MGL Chapter 30B Section 5(f). If it becomes necessary to revise any part of this Bid or otherwise provide additional information, an addendum will be issued to all prospective bidders who received copies of the original request. Specifications and bid forms are available immediately on the Town of West Bridgewater's Website at www.westbridgewaterma.org or in person at the Board of Selectmen's Office located at 65 North Main Street, West Bridgewater, Ma. 02379 For assistance, contact the Board of Selectmen's Office, 65 North Main Street, West Bridgewater, Ma 02379, telephone 508-894-1268.

Bids are due in the Board of Selectmen's Office, 65 North Main Street, West Bridgewater, Ma 02301, no later than 12:00 p.m. on June 7, 2019 and the bid opening will be at that time. Bids must be received prior to the opening to be considered. The Town of West Bridgewater reserves the right to reject any or all bids when it deems to be in the best interest of the Town. A contract award will be made by the Town of West Bridgewater within 30 days after the bid opening.

Introduction

The Town of West Bridgewater, as the Agent, is soliciting sealed bids for Kennel Boarding Services & Consultation.

Background

The Town of West Bridgewater is a small residential town bordering on the City of Brockton, and located at the junction of Routes 24 and 106. The Town has a population of approximately 7,168 residents. The average median household income of the residents of West Bridgewater is \$85,368 (2017 Federal Census). The Town encompasses an area of 15.68 square miles in the county of Plymouth.

Description of Services

For the purposes of this bid, "Authorized Agent of the Town" will mean the Chief of Police or Town Administrator of the Town of West Bridgewater. The services required by the Town of West Bridgewater include the safe keeping and care of dogs delivered to the kennel for periods of up to ten (10) days each, unless sooner claimed by an owner or as otherwise requested by an authorized agent of the Town. Based on previous years there have been averages of 75 days of dog boarding. The boarding of animals delivered to the kennel will include large and small dogs.

Contractor Qualifications and Obligations

KENNEL REQUIREMENTS. The kennel will be located within reasonable proximity of the Town of West Bridgewater (within a 10-mile radius) and will be properly licensed as a kennel. The responsible vendor will be able to demonstrate they are capable of providing a minimum of five separate kennel spaces for dogs whenever needed by the Town. Each dog kennel space will measure, a minimum, four (4) feet by four feet floor space by six (6) feet in height. Additionally, each dog kennel space will have a covered outside run. There will be a perimeter fence securing the outside run area. In addition, the kennel will have the capability of providing a separate unit(s) for quarantining dogs. The kennel will be maintained in a sanitary and humane manner at all times.

The kennel will be open to the public a minimum of eight (8) hours, Monday through Saturday and a minimum of four (4) hours on Sundays.

INSPECTION Prior to award of the contract, the Town reserves the right to inspect the kennel to ensure that it is capable of fulfilling all of the requirements set forth in these specifications. Further, during the contract period, the kennel will be subject to periodic compliance inspections of the facility, animals in custody, its records and such other matters covered by these specifications.

INSURANCE The kennel owner will maintain, throughout the life of the contract, Public Liability Insurance on the kennel in an amount of not less than \$1,000,000.00. In addition, the contractor will agree to indemnify and hold harmless the Town from any loss or damage sustained as a result of any act or omission on their part, that of their agents or servants, independent contractors employed by them, employees, invitees, or any other persons, which are sustained or arise as a result of those

matters prescribed under the contract. The contractor will be required to provide a copy of the Public Liability Insurance Policy naming the town as an additional insured to the Town of West Bridgewater prior to signing of the contract.

DELIVERY OF ANIMALS TO KENNEL The kennel owner will accept dogs delivered to the kennel by an authorized agent of the Town seven (7) days a week between the hours of 8:00 AM and 5:00 PM and such other times as may be requested by the authorized agent of the Town. The Kennel owner will supply transportation of the dog to the kennel for safe keeping.

CALL OUTS: The kennel owner will supply personnel to responds to various locations within the jurisdiction of the Town of West Bridgewater to assist in the capture of the dog. (Fee based on the schedule of fee bids)

CONSULTING: The kennel owner or his/her designee will be available for consultation with the Town's Animal Control Officer. The kennel owner or designee will advise the Town's Animal Control Officer when such requests are made from the Town. The Town will budget up to \$500.00 a year for the Kennel owner for reimbursement of continuing education seminars in the field of Animal Control issues and recertification. Prior approval must be obtained for such seminars from the Chief of Police or his designee. Any consulting that the kennel provides which requires his/her presences a **call out fee** will be paid by the Town. Each hour on site/consulting will be considered a call our fee. (fee based on the schedule of fee bids)

CARE and MAINTENANCE. The kennel owner will provide for the safekeeping, proper care and feeding of all dogs delivered to the kennel. They will also be responsible for ensuring that an ill or injured dog is treated promptly (by a licensed veterinarian depending on the nature and/or seriousness of the illness or injury) and that any prescribed medication is promptly obtained and administered. Weather conditions permitting, dogs will have access to a secure outside run between the hours of 8:00 am and 6:00 PM. The kennel operator (**if required**) will be responsible for the administration of Kennel Cough prophylaxis upon admission of impounds and administration of rabies vaccination as prescribed by MGL Chapter 140, section 145B, as amended.

RECORDS. The kennel owner will maintain the following records on each dog delivered to the kennel:

1. A "TOWN OF WEST BRIDGEWATER ANIMAL IMPOUND SLIP" slip, herein after referred to as the "IMPOUND SLIP", prepared initially by the agent of the Town delivering the animal to the kennel, consisting of five parts and containing provisions for the following information

- Date of delivery
- License Number
- Location picked up

Rabies Cert. Number
Breed
Sex
Name of Owner
Owner Address
Color
Charges
Collar

Owner Signature (The IMPOUND SLIP must be signed by the person claiming the dog). If the address of the person claiming the dog is different from that of the owner, his/her address will be added to the bottom of the IMPOUND SLIP. The contractor should ensure legible writing is used to fill out the IMPOUND SLIP.)

A brief medical history of the animal during its custody by the kennel including the name of the veterinarian who may have treated the dog. (Required only when such treatment is necessary.)

Discharge Date
Number of days animal was held at kennel

DISTRIBUTION of RECORDS.

The IMPOUND SLIP will be distributed as follows:

Original – West Bridgewater Police Department., appended to the monthly report

Green Copy - Town Clerk's office appended to the bimonthly report & payment.

Yellow Copy - Retained by kennel.

Pink Copy - Owner/person claiming dog or cat.

RECORDS RETENTION. The kennel owner will maintain one copy of the IMPOUND SLIP, along with any other documents such as the Medical History report, on file until the contract is terminated. Upon termination of the contract, copies of all documents on file including dog license listings will be turned over to the Town of West Bridgewater. The kennel will retain copies of such records as may be required by law or regulation.

Fees and Reports

BOARDING and MEDICAL FEES-COLLECTION and CHARGES. The kennel owner will be responsible for collecting the following fees and charges from the owner of the dog at the time it is claimed:

- * Kennel fee (based on the schedule of fees bid)
- * Town of West Bridgewater CALL OUT FEE (based on the schedule of fees bid)
- * Leash Law violation (if applicable) (1st off \$20.00, 2nd \$30.00, 3rd \$40.00, 4th \$50.00)
- * Unlicensed or untagged dog fine (if applicable) (\$25.00)
- * After hours, Sunday or Holiday pick up (based on the schedule of fees bid)
- * Costs for IT and Rabies shots
- * Cost of veterinarian services and medical expenses.

The kennel owner may add a surcharge of up to ten (10) percent not to exceed \$25.00

to medical bills charged an owner or the Town to cover certain incidental costs relating to transportation of a dog to a veterinarian's office, telephone expenses incurred in connection with medical treatment and any special care involved. Bills must support all medical charges and receipts bearing the name of the veterinarian or firm from whom they were obtained and the date they were obtained.

The Town of West Bridgewater will be responsible for paying the kennel fee and any medical. Prior notification required for medical expenses.

The Town will not occur any expenses for dogs which remain unclaimed at the end of the ten (10) day holding period. The town will not be responsible for fees accrued after the ten (10) day holding period has expired, unless the town has authorized a holding period in writing, in excess of the ten (10) day period. The only individuals authorized to approve an extension are, The Chief of Police or his designee.

REPORTS and PAYMENTS TO THE TOWN. The Kennel owner has the responsibility for delivering reports and collected fees to the West Bridgewater Police Department. The report should clearly delineate all fees paid to the kennel directly attributable to dogs delivered by the Town for safe-keeping and care. Each such report will have appended to it copies of properly completed IMPOUND SLIPS as substantiating documentation for fees collected. Each report will be accompanied by a check made payable to the "TOWN of WEST BRIDGEWATER in the total amount of the Town fees reported as having been collected. The kennel owner will also submit a monthly report to the Police Department, on the 15th day of each month delineating all payments due the kennel by the Town of West Bridgewater. Each such report MUST be supported by a copy of each IMPOUND SLIP and any applicable medical bills or receipts.

OWNER NOTIFICATION. Upon award of the contract, the Town will provide the kennel with a complete listing of all dog licenses issued to date by the Town. Periodic up-dates of the listing will be provided during the life of the contract. All copies of the listing(s) will remain the property of the Town of West Bridgewater and may not be duplicated or used for any purpose other than that specified in the bid documents or contract without the written consent of the Town of West Bridgewater.

Upon delivery of a dog, but no later than 24 hours following, the kennel owner will ascertain the name of the owner from the dog license listing or such other identification on the dog's collar and notify the owner to retrieve the animal. If the kennel owner is unable to determine the name of the owner from the listing or other identification, he/she will make an effort to identify the owner through periodic review of the "Lost and Found" section of local newspapers.

RETRIEVAL BY OWNER. The kennel owner will require the person claiming the dog to show identification (preferably a driver's license). In the case of a dog, a certificate of license is required of all dogs six (6) months of age or greater for release. In the event of non-licensure of a dog, the owner or person claiming the dog will be required to show proof of licensure prior to release by the kennel. The kennel owner will not be responsible for ensuring licensure of the dog. The kennel will be

responsible for collecting ALL charges due the kennel and the Town of West Bridgewater prior to release of the animal. In addition, the kennel will provide the person claiming the dog with a full disclosure of any medical treatment rendered by a veterinarian and/or the kennel and by whom it was rendered and a complete identification of any prescription or non-prescription medicine(s) administered to the animal while in custody. Finally, the kennel must obtain the signature, date of birth, and the social security number or driver's license number of the person to whom the dog is released on the IMPOUND SLIP.

Definition of Boarding Day This definition is meant to specifically clarify how fees for a boarding day will be charged and collected by the Kennel. A boarding day will be defined as any part of a calendar day. If an animal is collected by the Animal Officer and brought to the kennel and dropped off, regardless of the duration of time spent at the kennel, which becomes the day one. If the owner retrieves the animal on day 1, regardless of the duration of the stay, a single days boarding charge will be assessed. If the owner picks up the animal on the next day (day two) a second days boarding charge will be assessed, regardless of the duration of the animals stay at the kennel during that second day. For each additional day, any duration at the kennel for any portion of that day will result in a full day charge being assessed.

DISPOSITION OF ANIMALS AFTER TEN (10) DAYS. Unless requested by an authorized agent of the Town to retain the dog, immediately following the tenth (10th) day of confinement The kennel, acting as the Town's shelter, may place such animals as are deemed suitable, up for adoption in accordance with MGL Chapter 140, section 136A. or if deemed unsuitable for adoption may euthanize the animal in a manner deemed acceptable by the American Veterinary Medical Association Guidelines. After the required (10) day hold the Town will reimburse the kennel the cost to euthanize the dog or make a similar payment for a possible adoption.

Failure to Perform

The bidder awarded the contract must agree to perform the contract to the fullest extent possible. In the event the contractor cannot provide the services to the satisfaction of the Animal Officer, the contract may be terminated with proper documentation showing the nature and cause of the termination at any time during its life. The basic needs for the service must be met. It is the intention of the Town to enter into agreement with a contractor who will personally fulfill all obligations of the contract subject to the terms as shown in these bid documents.

Awarding of Contract

The contract will be awarded to the best bid in the interest of the Town. Upon receipt of the bid packages, complete with all required documentation, the bidders will be rated as responsive (those that offer all of the services requested in the bid and contain all of the required information and forms properly completed) and responsible (those with the capability, integrity, and reliability to perform under the contract).

The contract will be awarded by the Board of Selectmen within 30 days of the bid opening to the responsive and responsible bidder who offers the lowest TOTAL BID PRICE for the total estimated days of service for dogs for the THREE YEAR PERIOD and whose kennel is judged satisfactory in all respects by the agent of the Town performing the inspection called for below. Specifically, a responsible bidder is one whose experience, record and reputation in the community in managing and operating a kennel in a sanitary and humane manner is excellent and who is not currently bankrupt, considering filing for bankruptcy or otherwise in either the process of or considering dissolving or selling the business.

Termination of Contract

Any contractor who does not meet the obligations outlined in the contract, may place the contract in jeopardy. If services of the bidder are subsequently deemed to be unsatisfactory to the Town and are in violation of these specifications, the Town will notify the said bidder in writing. If mutually agreeable arrangements cannot be achieved between the Town and the contractor, the contract will be terminated. Notice of termination will be in writing and notification will be sent by registered or certified mail. Termination will become effective three days after mailing said notification. Termination may occur at any time during the life of the contract.

General Specifications for Supplies and Services

A. Attention of all bidders is directed to Chapter 30B of the General Laws of the Commonwealth of Massachusetts and to all other applicable sections of the General Laws as most recently amended which govern the award of this contract.

B. The bidder will submit the bid upon forms (bid sheets) furnished by the awarding authority. All bids will be in ink or typewritten and must be filled out completely. The prices will, without exception, include all royalties and costs arising from patents, trademarks and copyrights in any way involved in the equipment and accessories supplied.

C. All bids will be signed correctly in ink by the individual or in the case of a firm, partnership or corporation, by a person having the legal authority from said firm, partnership, or corporation to sign the bid.

D. All bids will be submitted to the office of the Board of Selectmen, 65 North Main Street, 2nd floor, West Bridgewater, Ma 02379, on or before the date and time stated in the "Bid Notice". Telephone (508) 894-1294, Each bid will be in a sealed envelope, clearly marked on the outside of the envelope to indicate the contents, and the name and the address of the bidder.

E. Bid forms will be completely filled in. Bids which are incomplete, conditional or obscure, or which contain additions not called for, will be rejected. Use the pages of this document when submitting the bid and submit the contract document intact.

F. Bidders may correct, modify or withdraw the original bids on or before the date and time stated in the "Bid Notice". Corrections or modifications will be in sealed envelopes, clearly marked to indicate the contents, with the name and address of the bidder. A bidder who wishes to withdraw a bid must make the request in writing.

G. Any bid received after the date and time stated in the "Bid Notice" will not be opened. Unopened bids will be returned to the bidder.

H. Bids will be publicly opened and read at the date and time stated in the "Notice to Bidders". All interested parties are invited to be present.

I. A bidder may withdraw a bid after the public opening of the bid only if a mistake is clearly evident on the face of the bid document, but the intended correct answer is not evident. Requests for withdrawal must be made in writing to the Purchasing Agent.

J. No award will be made to any bidder who cannot satisfy the awarding authority that he has sufficient ability and experience in this class of work and sufficient capital and plant to enable him to prosecute and complete the work successfully within the time named. The awarding authority's decision or judgment on these matters will be final, conclusive and binding. Conditional bids will not be accepted.

K. At the time of the opening of bids, each bidder will be presumed to have read and to be thoroughly familiar with the contract documents. The failure or omission of any bidder to examine any form, instrument, or document will in no way relieve any bidder from any obligation in respect of his/her bid.

L. Each bidder will acknowledge receipt of any and all addendum issued to the invitation forbids by so indicating on the bid sheet. Failure to do so will be cause to reject the bid as being non-responsive.

M. The bid must comply with all conditions and requirements set forth in the bid document and further provided that the bid, in the opinion of the awarding authority, is reasonable and is in the best interest of the Town of West Bridgewater to accept it. The Town reserves the right to reject any and all bids.

N. If at any time the bidder is unable to furnish services as ordered by the awarding authority the Town may order such services from such places as are available and the bidder will pay to the Town all expenses incurred above the contract price.

O. The contract length will be as per the contract documents provided in these bid documents.

P. The bidder's attention is directed to the fact that all applicable State laws, Municipal ordinances, and the rules and regulations of all authorities having jurisdiction over bid/purchase will apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

Q. Certificate of Non-collusion - The bidders MUST sign and submit a State Taxes Certification clause with the Bid Sheet.

R. State Taxes Certification Clause - The bidders MUST sign and submit a State Taxes Certification clause with the Bid Sheet.

KENNEL BOARDING SERVICES

BID SHEET

SERVICE BEING BID. Kennel boarding services for dogs delivered to the kennel for ten (10) days each unless sooner claimed by an owner or otherwise requested by an agent of the Town during the period from **July 1, 2019** through and including **June 30, 2022**.

ADDENDUM TO INVITATION TO BID. Receipt of addendum number(s) is hereby acknowledged and reflected in the bid prices shown below.

BID. The Town of West Bridgewater estimates and guarantees at an minimum payment for (75) boarding days. Any boarding days in excess of the guaranteed (75) days will be additionally paid according to the bid boarding days pricing.

DOGS

Year 1 (7/1/19 -6/30/20) Price per Day of Boarding: \$ _____ X 75 days
Total estimated costs:\$ _____

Year 2 (7/1/20 -6/30/21) Price per Day of Boarding: \$ _____ X 75 days
Total estimated costs:\$ _____

Year 3 (7/1/21 -6/30/22) Price per Day of Boarding: \$ _____ X 75 days
Total estimated costs:\$ _____

Call Out Fee

Year 1 (07/01/19-06/30/20): \$ _____

Year 2 (07/01/20-06/30/21): \$ _____

Year 3 (07/01/21-06/30/22): \$ _____

After hours or holiday additional call out fee:

Year 1: \$ _____

Year 2: \$ _____

Year 3: \$ _____

TOTAL BID PRICE THREE YEAR PERIOD \$ _____

For informational purposes, please indicate the anticipated charges below:

Year 1 Year 2 Year 3

Kennel Cough: _____ / _____ / _____

Rabies Inoculation _____ / _____ / _____

BIDDER IDENTIFICATION AND SIGNATURE:

KENNEL NAME: _____ SIGNATURE: _____

ADDRESS: _____

TITLE: _____

TELEPHONE: _____ DATE: _____

March 18, 2008 13

- REQUIRED ATTACHMENTS: (1) CERTIFICATE OF NONCOLLUSION
- (2) STATE TAXES CERTIFICATION FORM

STATE TAXES CERTIFICATION CLAUSE

I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid all state taxes under law.

_____ by: _____
* Signature of individual or Corporate Officer (Mandatory, if applicable)
Corporate Name (Mandatory)

**Social Security # or Federal Identification #

* Approval of a contract or other agreement will not be granted unless this certification clause is signed by the applicant.

Your Social Security Number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended. This request is made under the authority of Mass. G.L. 62C s. 49.A.

**TOWN OF WEST BRIDGEWATER
AGREEMENT BETWEEN CONTRACTOR AND TOWN**

THIS AGREEMENT, made this _____ day of _____, 2016 by and between the TOWN OF WEST BRIDGEWATER, Massachusetts, hereinafter called the Town, and

with legal address and principal place of business at _____
hereinafter called Contractor.

WITNESSETH: That for and in consideration of payments and agreements hereinafter mentioned, to be made and performed by the TOWN, the CONTRACTOR hereby agrees with the TOWN to furnish Kennel Boarding Services as outlined in the bid documents during the period indicated below, all dates inclusive, for the consideration and in strict conformance with the requirements and conditions set forth in the Specifications.

The Bid documents are made a part hereof and collectively evidence and constitute the contract. The CONTRACTOR agrees to provide the services as outlined in the bid documents dated _____, 2016. This bid document and the bid submittal in response thereto is attached hereto and made part of this agreement. The total contract amount for the period, July 1, 2016 to June 30, 2019 (dates inclusive) is \$ _____ if the full amount of service is utilized. This contract is subject to the yearly appropriation of funding for each fiscal year commencing with Fiscal Year 2017.

Force Majeure - The Contract shall be subject to Force Majeure considerations. Either party hereto shall be excused for performance of any act under the contract if prevented from performance of

any act required by reasons of strikes, lockouts, labor trouble, inability to procure materials, failure of power, fire, winds, Acts of God, riots, insurrections, war or other reason of a like nature not reasonable within the control of the party. The period for the performance of such obligation shall be extended for an equivalent period for no additional cost to the Municipality. Continued failure to perform for periods aggregating sixty (60) or more days, even for causes beyond the control of the Contractor, shall be deemed to render performance impossible, and the Town shall thereafter have the right to terminate this agreement in accordance with the provisions of the section entitled "Termination of Contract".

Termination of Contract - Subject to the provisions of the section explaining Force Majeure, if the Contractor shall fail to fulfill in a timely and satisfactory manner its obligations under this agreement and the terms of the bid for services incorporate with it, or if the Town shall violate any of the covenants, conditions, or stipulations of this agreement, which failure or violation shall continue for seven (7) business days after written notice of such failure or violation is received by the Contractor, then the municipality shall thereupon have the right to terminate this agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least seven (7) days before the effective date of such termination.

Governing Law – This contract is governed by the laws of the Commonwealth of Massachusetts.

The Contractor shall indemnify, defend, and save harmless the TOWN, all of the TOWN officers, agents and employees from and against all suits and claims of liability of every name and nature, including attorney's fees and costs of defending any action or claim, for or on account of any claim, loss, liability or injuries to persons or damage to property of the TOWN or any person, firm, corporation or association arising out of or resulting from any act, omission, or negligence of the Contractor, subcontractors and their agents or employees in the performance of the work covered by this Agreement and/or their failure to comply with terms and conditions of this Agreement. The foregoing provisions shall not be deemed to be released, waived or modified in any respect by reason of any surety or insurance provided by the Contractor under contract with the TOWN.

Upon delivery of satisfactory product to the TOWN OF WEST BRIDGEWATER, the Town agrees to pay the Contractor for the total payment not exceed this contract amount of \$_____. Contractor to submit invoice in writing to the Town of West Bridgewater (Police) 99 West Center Street, West Bridgewater, Ma 02379

This Agreement constitutes the entire contract and there are no agreements other than those incorporated herein. This Agreement may not be changed, altered, amended, modified, or terminated orally and any such change, alteration, amendment, or modification must be in writing and executed by the parties hereto.

IN WITNESS WHEREOF, the parties to these present have executed this Contract in the year and day first above mentioned.

Approved as to form:

By:

David Gagne, Town Administrator

Contractor

CERTIFICATE OF NON-COLLUSION

The undersigned, under the pains and penalties of perjury, certifies that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this section, the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.

Name of Company

Signature of Authorized Agent

Date