

**INVITATION FOR BIDS  
ANIMAL CONTROL SERVICES  
CITY OF MARLBOROUGH**



**30B.PD.2021--0204**

**Issued February 18, 2021**

This **ADDENDUM** modifies, amends, and supplements designated parts of the identified services and are hereby made a part thereof by reference and shall be as binding as though inserted in its entirety in the locations designated hereunder. It shall be the responsibility of each BIDDER to notify any subcontractors and suppliers they propose to use for various parts of the services of any changes or modifications contained in this **ADDENDUM**. No claims for additional compensation, due to lack of knowledge of the contents hereof, will be considered.

**RESPONSE TO QUESTIONS**

- 1) Clarify the address to submit bids.

**RESPONSE FOR Q1:** The Bid submission envelope should be addressed as provided below and must clearly identify in lower left-hand corner of the bid envelope **BID: ANIMAL CONTROL SERVICES CONTRACT #30B.PD.2021-0204**.

Beverly J. Sleeper, C.P.O.  
City of Marlborough  
Procurement Office  
140 Main Street  
Marlborough, MA 01752

- 2) Will the contractor enforce the laws below, if in our scope of practice?
  - Massachusetts General Laws Chapter 140
  - Massachusetts General Laws Chapter 272 (only Police Officer, Special Police Officer, Deputy Sheriff or Constable)
  - Massachusetts General Laws Chapter 129
  - Acts of 2012
  - Acts of 2018
  - Code of Massachusetts Regulations
  - Chapter 250 of the Marlborough City Code as amended

**RESPONSE FOR Q2:** Refer to Section 1.1 of the Bid Documents and Article II PURCHASE DESCRIPTION/SCOPE OF SERVICES-Specifications states on Page 5, "The Animal Control Officer for the City of Marlborough duties and responsibilities shall be governed by and in accordance with applicable sections (§§ 136A to 174E, inclusive) of Massachusetts General Laws (M.G.L.) Chapter 140, as amended, Chapter 250 of the Marlborough City Code, as amended, and including any other applicable laws, regulations or local ordinances.

In addition, the Animal Control Officer appointed for the City of Marlborough shall attend to all complaints or other matters pertaining to animals as required by the City of Marlborough's contract terms and conditions. During each contract term authorized, the Vendor shall promptly notify the City of Marlborough of any such amendments to any law applying to the services required by the contract."

It is not the City's intent to appoint the Animal Control Officer as a Constable under Massachusetts General Laws Chapter 272.

- 3) Will the contractor work with the City to update the City Code Ch. 250 to reflect current law within the contract year(s)?

**RESPONSE for Q3:** "During each contract term authorized, the Vendor shall promptly notify the City of Marlborough of any such amendments to any law applying to the services required by the contract." Chapter 250 of the Marlborough City Code may be amended from time to time.

- 4) Page 6 of the bid under #1 states "kennel services within the City of Marlborough". Does this statement require the contractor to have a kennel in Marlborough? If no, what is a reasonable distance/time to and from Marlborough at least twice a day for kennel services in an appropriately inspected kennel or rescue? With a rising population and more employment opportunities coming to Marlborough, does the City plan to have or discuss options for a small shelter, possibly as part of new builds or currently unused City property?

**RESPONSE FOR Q4:**

Section 1 does not require the Animal Control Officer to have a kennel in Marlborough. Section 1.1 is revised to read as follows:

1.1 Pursuant to Chapter 30B of the Massachusetts General Laws, the City of Marlborough ("City") by its Police Department is seeking sealed bids from qualified vendors to provide animal control services within the boundaries of the City of Marlborough on an as needed basis consisting of basic services, call-out services and providing kennel services pursuant to M.G.L. c.140 and Chapter 250 of the Marlborough City Code.

Reasonable distance to/from Marlborough for kennel services is within 20 miles/30 minutes of Marlborough.

At this time, the City does not have any plans to provide a small shelter under this contract.

- 5) There are inconsistencies noted in this bid regarding animals covered in the scope of service. Please clarify what animals fall under this contract? For example: the examples below represent animals covered in most other animal control services statewide. These animals are also currently residing in Marlborough. Is this list acceptable? If no, please amend.
- a. Dogs loose or injured or rabies suspect.
  - b. Cats, only injured or rabies suspect.
  - c. Birds, small animals and reptiles *as domestic pets only*- loose/ injured or rabies suspect.
  - d. Farm animals, loose or injured or rabies suspect. (ie horses, pigs, chickens, goats, sheep, etc)
  - e. Wild animals, rabies suspect and deceased.
  - f. Bats, rabies suspect, any found in living quarters with domestic pets or humans.
  - g. All animals applicable to cruelty laws.
  - h. Deceased domestic animals in roadway.

**RESPONSE FOR Q5:** While the Animal Control Officer may deal with other types of animals during course of duties as mentioned above, kenneling only pertains to dogs and housing of any other animal is at the expense of the Vendor.

- 6) For clarification. Is the Animal Control Services Contractor *required* to be a PAC agent (problem animal control i.e. Nuisance Animal Control)? If the contractor is a PAC agent, can the contractor choose to not perform PAC services for the City of Marlborough and residents of Marlborough, thereby opening the City to other PAC agents and Pest Control businesses?

**RESPONSE FOR Q6:** Animal Control Officer is not required to be a Problem Animal Control Agent (“PAC”). The Animal Control Officer mainly deals with dog issues under the City Ordinance. Municipal Animal Inspectors Article II, Section 1 Services Description & Scope specifies, “Nuisance Animal Control Services: Additionally, the Vendor shall, if properly licensed by the Massachusetts Department of Fisheries and Wildlife (“MassWildlife”), serve as the City's official provider of services to control nuisance animals. As such provider, the City agrees that the Vendor may contract with and charge individuals or entities for the provision of animal or pest control services not within the scope of the contract. Nothing in this paragraph shall be deemed to limit the right of individuals or entities to obtain such services from other providers or to obligate the City to pay for such services unless the City has ordered the provision of the services.”

- 7) It is the responsibility of Municipal Animal Control Officers to work with local emergency management directors. Does Marlborough have an emergency plan in place for resident’s animals during incidents that expand past the scope that the City and Animal Control Services Contractor encounter on a regular day? For example: disease outbreak, building fires, kennel fires, barn fire and barn roof collapse, hoarding, backyard breeding and cruelty investigations? This question is also pertinent to natural disasters like snow, flooding etc., and my question is the same as above. Does the City have Emergency Management animal supplies? Where are the supplies located? Will the Animal Services contractor have access to the supplies or be required to house these supplies?

**RESPONSE FOR Q7:** The Animal Control Officer maintains a list of Agencies and Organizations who direct and assist the City in the event of any of the above emergency situations. The Emergency Management Director would contact the Animal Control Officer and assist in the event of any of the situations referenced above. In the past, the Board of Health purchased emergency supplies, which are stored at one of the Fire Stations, for emergency use. These emergency supplies would be distributed only by a designated City official.

- 8) Does the city currently have, has the city ever had, or is the city willing to discuss Mutual Aid Agreements for Emergency/Disaster animal services with surrounding towns, MSPCA, ARL Boston, Local CERT, CMDAT or local Dart Programs?

**RESPONSE FOR Q8:** According to Emergency Management, there are no official MOU’s in place currently. As far as the City is aware, except for Framingham, the other bordering towns have contracted on call only services for Animal Control the same as Marlborough. The other agencies/groups referenced are available via phone contact and aid, when personnel are available.

- 9) On p.6 under #2 contract coverage section b. Current MGL’s have done away with warnings and therefore any citations written under these laws require payment with non-payment resulting in a criminal complaint. Is this also true of Marlborough’s City Code, Ch.250 citations? Is the Animal Services Contractor performing the criminal complaints follow through with both Ch. 250 Animal Ordinance Violations and MGL violations?

**RESPONSE FOR Q9:** Warnings (written or verbal) are given as a courtesy to offenders, at the discretion of the responding Animal Control Officer. Criminal complaints are handled by the Police Department, based on investigations and documentation provided by the Animal Control Officer. Additional information or assistance is provided, if requested by the City.

- 10) On p.7 under contract coverage section e and f regarding reports. Does the Animal Services Contractor have access to IMC or similar program for logging calls, initiating incident numbers, writing reports and

logging citations, criminal complaints? If no, would the Chief of Police be amenable to a discussion regarding access to the current Police tracking program. If no, what are expectations for these reports so the contractor can explore a suitable alternative that fulfills the above requirements and is capable of querying and tally numbers of events (like IMC can)?

**RESPONSE FOR Q10:** The Animal Control Officer is not a part of the Police Department program due to C.O.R.I. There may be software programs available but are not contemplated by the City at this time. It would be a business decision and expense for the contracted Animal Control Officer, but the contracted Animal Control Officer is responsible for maintaining all logs and reports in a manner that is readily available as a public record.

- 11) On p. 8 under conditions section d. What is provided as office equipment in addition to the telephone line? For example: electrical sockets, computer, monitor, desk, chair, file cabinet, door lock, telephone, voicemail, printer, fax machine, internet access, city email?

**RESPONSE FOR Q11:** Shared office space is provided as the Animal Control Officer is an independent contractor and not an employee of the City. Use of a fax machine or printer is available for use in the Records Department. Email address is not provided by the City.

- 12) On p. 8 under conditions section e. are all calls received for animal control answered by a person other than the Animal Control Officer? Are non-emergency calls logged and forwarded to an Animal Control voicemail? Are emergency calls answered by Police Dispatch or forwarded to Police Dispatch?

**RESPONSE FOR Q12:** All calls either go through Police Dispatch, or directly to the Animal Control Officer's extension or voicemail. A Logbook is kept in dispatch, as well for afterhours non-emergency calls.

- 13) For Officer Safety Reasons, are two-way radios provided? Will the ACO vehicle have a fleet tracker or similar device if wanted? What personal safety equipment is the ACO allowed to carry? not including firearm as that does not apply. For example: Baton, bite stick, OC, ballistic vest. Will the Police Department provide the training necessary to legally carry OC or baton if a policy and procedure is reviewed and approved by the Chief of Police?

**RESPONSE FOR Q13:** Two-way radios are provided by the Police Department. A fleet tracker can be added at the vendor's expense. It is the Animal Control Officer's responsibility to evaluate a situation before entering and request Police assistance, if the Animal Control Officer responding feels uncomfortable or unsure. As an independent contractor, the Animal Control Officer would be responsible for any required safety equipment and training as well as any associated costs. All Animal Control Officer policies and procedures must be reviewed and on file with the Chief of Police or his/her designee.

- 14) On p. 8 under conditions section h. Does the intention of this paragraph mean injured animals other than dogs are excluded? If yes and the contractor can provide information and access to funds and grants to the City (and approved by the city prior to event), can this option be discussed?

**RESPONSE FOR Q14:** It is the Animal Control Officer's responsibility to attempt to provide life sustaining care for dogs and attempt to find the owners for additional care. For other animals which are not licensed by the City, the Animal Control Officer, at its expense, should provide or plan for care until placement can be made. The City would not be opposed to receipt of grant or other funds providing the Animal Control Officer agrees to administer and manage such grant or other funds and only be compensated if grant or other funds provide for an administrative fee.

- 15) OMISSION IN SCOPE NOTED #1: There is no discussion of the Animal Control Services Contractor's performance of Kennel Inspections. Kennel Inspections are performed by the Animal Control Officer annually per the Board of Health who issues the kennel licenses for a fee after the inspection has been completed. All persons owning 4 or more dogs or businesses housing dogs over the municipal limit

require a kennel inspection. This includes doggie daycare, kennels and some grooming businesses with kenneling capabilities. Does Marlborough have an upper limit for dogs in its ordinances? Can this be brought up to date within the contract year(s)?

**RESPONSE FOR Q15:** All dogs in a household over 6 months old are required to be rabies vaccinated and licensed. Currently the City Ordinance does not provide for kennel licenses except as provided in the Zoning Ordinance, Chapter 650, Table of Uses. Under the KEY provided: All uses noted with "Y" are allowed as of right, subject to any referenced conditions. All uses noted with "SP" are allowed by special permit, subject to any referenced conditions. All uses noted with "N" are not permitted. When designated as the Animal Inspector, the Animal Control Officer has the authority to inspect doggie day cares, groomers or pet shops, which is done when a complaint is filed.

- 16) OMISSION IN SCOPE NOTED #2: Animal Health Inspector duties does not explicitly state the types of animals, other than cattle or llamas, that require assessment. Please see the link below for examples of the rest of the animals the Inspector must assess. These animals are noted in the annual "Barn Book" for Barn inspections that is sent back to MDAR annually. This includes all backyard poultry. <https://www.mass.gov/info-details/importing-and-exporting-livestock> . In addition, the Animal Health Inspector will ensure Equestrian Centers that offer horseback riding are following required licensing of teachers and that domestic cats and dogs brought into Massachusetts and into Marlborough from out of state are following vaccination / veterinary health certificate protocols to keep disease out. Can this be brought up to date within the contract year(s)?

**RESPONSE FOR Q16:** Municipal Animal Inspector duties are outlined at the Commonwealth's website as used in this Bid for Animal Control Services. As a Municipal Animal Inspector for the City, Barn Inspections should be performed annually with reports submitted to the appropriate department of the Commonwealth as required. All inquiries and documentation of animals entering the City should be followed up on, as required. This all falls under the appointment of the Animal inspector and animal health regulations. The health and safety of the Commonwealth's domestic animals is the Division of Animal Health's primary responsibility. Through inspections, licensing, awareness and education the Division helps to ensure the general welfare of companion and food-producing animals across the state. When problematic situations develop, Animal Health staff work with the Department of Public Health, the ARL-Boston, MSPCA, local veterinarians, local health departments, municipal animal inspectors and animal control officers to respond. Mounting a rapid response ensures the fewest number of animals and animal owners are affected.

- 17) If the Chief of Police is amenable, can a conversation occur about designating the Animal Control Services Contractor as a Constable, Special PO or other equal (without weapon or powers of arrest) to ensure Chapter 272 Animal Cruelty investigations can start with and include the ACO instead of immediate handoff to the Police Department Officers and Detective Unit and MSPCA / ARL Boston Law Departments?

**RESPONSE FOR Q17:** Animal cruelty investigations are first investigated by the Animal Control Officer. If cruelty is noted and documented, then it is brought to the attention of the Marlborough Police Watch Commander, who determines whether any such situation will be handled by the City or sent to MSPCA or ARL-Boston. All these agencies are better equipped legally to address and pursue these complaints, with additional assistance of the Animal Control Officer, as requested.

Beverly J. Sleeper  
Chief Procurement Officer  
February 18, 2021

END OF ADDENDUM NO. 1

## ACKNOWLEDGEMENT OF RECEIPT

### ADDENDUM NO. 1

It is the responsibility of the bidders to visit the City of Marlborough's, Procurement Office Website, at <https://www.marlborough-ma.gov/bids>, to ascertain if any addenda have been issued and to obtain, execute, and include them with the bid and/or acknowledged/signed returned via email to: [bsleeper@marlborough-ma.gov](mailto:bsleeper@marlborough-ma.gov)

**RETURNED VIA EMAIL AS NOTED ABOVE IS CONSIDERED ACCEPTABLE ACKNOWLEDGEMENT WHETHER IN ADDITION TO THE BID FORM OR AFTER SUBMISSION OF BID FORM PRIOR TO DATE AND TIME SET FOR OPENING OF BIDS.**

To: City of Marlborough, the Awarding Authority

**ACKNOWLEDGEMENT OF THIS [ADDENDUM NO. 1 DATED 2/18/2021](#)**

Respectfully submitted by,

BY: \_\_\_\_\_

Signature of Duly Authorized Representative

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

Date: \_\_\_\_\_