

FACT SHEET – ANIMAL CONTRACTS

The Department of Customer Services , Division of Motor Vehicles, Licensing and Permits administers four animal - related contracts that are included in the Department's budget under Object Code 3049: Animal Care and Control Contract; Spay and Neuter Contract; Crowing Rooster Contract; Manufacture/Sort/Mail Dog Renewals. All these contracts require the contractor to implement and/or enforce various ordinances and statutes. There are no city agencies that have the capabilities or resources to meet all the requirements of executing the responsibilities required of the contractors.

Animal Care and Control

Contractor: Hawaiian Humane Society  
Contract Amount: \$2,358,125  
Budget Request: \$2,358,125  
Contract Period: July 1, 2008 to June 30, 2009  
Contract Extensions: Mutual agreement for an addition 48 months  
Contractor's Responsibilities: See attached

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Spay and Neuter

Contractor: Pending  
Contract Amount: \$300,000  
FY 2009 balance - \$93,250. Approximately \$5,000 worth of certificates sold.  
Budget Request: \$330,000  
Contract Period: February 2, 2009 to February 1, 2010  
Contract Extensions: Mutual agreement for an addition 48 months  
Contractor's Responsibilities: See attached

Crowing Rooster

Contractor: Royos Farming  
Contract Amount: \$60,000  
Budget Request: \$60,000  
Contract Period: November 1, 2008 to October 31, 2009  
Contract Extensions: Mutual agreement for an additional 24 months  
Contractor's Responsibilities: See attached

Manufacture/Sort/Mail Dog Renewals

Contractor: Stratcom  
Contract Amount: \$13,740  
Budget Request: \$12,000  
Contract Period: Yearly bid  
Contract Extensions: None  
Contractor's Responsibilities: Manufacture, sort and mail dog renewal forms.

## MINIMUM SPECIFICATIONS

### 1. CONTRACTOR'S RESPONSIBILITIES

a. Possess knowledge and understanding of all applicable laws pertaining to the care and control of animals.

b. Provide services on the island of Oahu for the purpose of enforcing the following laws relating to animals:

Section 711-1109, Hawaii Revised Statute (HRS): Cruelty to animals

Section 711-1109.3, HRS: Cruelty to animals; fighting dogs

Section 143-2, HRS: License required

Section 143-2.6, Animal desertion

Chapter 3, Article 5, Revised Ordinance of Honolulu (ROH): Animal control

Chapter 7, Article 2, ROH: Animal Nuisances (barking and biting dogs; limitation of the number of dogs per household)

Chapter 7, Article 4, ROH: Regulation of dogs

Chapter 7, Article 6, ROH: Cat identification program

Chapter 7, Article 7, ROH: Regulation of dangerous dogs

c. Operate a dispatch office 24 hours a day, 7 days a week, to receive and respond to requests for services and complaints about animals from the public. Service response time shall be based upon estimated severity and danger to the public and the animal.

d. Provide adequate personnel, facilities, equipment, supplies, supervision and administrative support to operate and maintain an animal shelter facility on appropriately zoned land of appropriate size and design that will accommodate all stray animals (approximately 5,000 dogs and 12,500 cats during a 12-month period) with adequate trained staff and equipment to respond to service requests island-wide related to animals. This includes:

- 1) responding to approximately 20,000 telephone inquiries
- 2) responding to approximately 16,000 service requests
- 3) providing retrieval, transportation and temporary housing for approximately 18,000 animals during a year
- 4) returning approximately 2,500 stray animals to their owners
- 5) providing 24-hour dispatch to retrieve, transport and provide temporary housing for stray animals
- 6) provide a lost and found recovery operation for stray animals, including birds, rabbits and guinea pigs
- 7) provide appropriate vehicles to respond to service requests and to retrieve and transport lost or stray animals
- 8) provide temporary care of stray animals
- 9) provide veterinary services under the direction of a Doctor of Veterinary Medicine for animals in the shelter
- 10) provide adoption services for approximately 2,700 stray animals during a year
- 11) rescue approximately 2,000 injured animals during a year
- 12) provide services for humane euthanasia of stray animals that are not adopted or returned home (approximately 2,000 dogs and 10,500 cats and 1,700 other animals during a year) and providing services for proper disposal of remains. In lieu of euthanasia, Contractor may provide, at no additional cost to the City, long-term care for unclaimed or unadoptable animals.

- 13) Sterilize all stray animals adopted
- 14) Provide information to the public on the laws regarding animals
- 15) Sell dog licenses

e. Provide adequately trained and licensed (as appropriate) staff to support animal control and care functions. Training for field staff shall include, but not be limited to, training in animal capture and rescue techniques, general wildlife handling, animal cruelty and neglect investigation techniques, animal first aide, stress management for animals, animal complaint response and investigation procedures, euthanasia certification and yearly recertification (if applicable), state and city laws regarding animals, search warrants and seizure procedures, illegal animal identification, courtroom testimony, inspection of commercial animal establishments and animal shows.

f. Secure all permits, including without limitation permits, licenses and other approvals or clearances necessary for the operation of the animal shelter. The Contractor shall pay any and all taxes, license fees and permit fees relating to or arising from its operations.

g. Secure and maintain adequate applicable insurance coverage, as specified herein, for management, operation and maintenance of the animal shelter and any other activities associated with the management and operation of the animal shelter.

h. Provide, at its own expense, any renovation, alternation, change or modification of the animal shelter facilities required to meet all applicable health, safety and size requirements.

i. Provide, install and maintain, at its own expense, all equipment, furniture, fixtures, improvements, materials and utilities necessary to furnish, manage, operate and maintain the animal shelter.

j. Pay all utilities, including without limitation, electricity, gas, water and telephone for the animal shelter.

k. Prepare and submit quarterly and annual reports relating to the services performed under the Agreement with the City.

l. Keep adequate records of all fees collected. Fees for dog licenses shall be accounted for and deposited in accordance with procedures specified by the Officer in Charge.

m. Meet and observe all Federal, State and County environmental, health and sanitation laws, rules, regulations, ordinances and guidelines, including Americans with Disabilities Act of 1990.

n. Participate in disaster preparedness exercises and work with the State, County and American Red Cross on disaster preparedness for pets and emergency pet-shelter management.

## MINIMUM SPECIFICATIONS

1. INTRODUCTION. The Department of Customer Services (“DCS”) of the City and County of Honolulu (“City”) requires the services of a contractor to organize and manage or operate the “Spay and Neuter” program for the City.
2. BID PRICES: The number of animals to be spayed or neutered as estimated in this bid is for evaluation purposes only, to determine the evaluated low bidder. Bidders should not anticipate receiving the Total Sum Bid. **The actual contract shall be for a fixed contract amount to be dependent upon Department of Customer Service budget allocation and City Council approval, and may or may not be equal to the Evaluated Total Sum Bid.** However, the Contractor shall not charge pet owners and the City more than the price bid for the specified services. The City shall not be liable to provide any additional funding if the actual contract amount is less than the low bidder’s Total Sum Bid. The City shall also not be liable for any loss of profit due to a difference in the actual and anticipated contract amount. The Contractor shall not be liable to provide services beyond those funded by the contract amount.
3. MINIMUM EXPERIENCE QUALIFICATIONS. A bidder must have managed or operated a spay and neuter service program for a minimum of five hundred (500) animals per year for a minimum of three (3) years prior to the date of submission of bid. The bidder must provide evidence of such experience with the bid.
4. CONTRACTOR’S RESPONSIBILITIES.  
The Contractor shall have responsibility for the following:
  - a. Contractor shall organize and manage or operate the City’s Spay and Neuter Program to provide low-cost spay and neuter services for pet owners on Oahu. The program will be open to pet owners who:
    - (1) Reside in the City and County of Honolulu and are at least 18 years old. If the owner is under the age of 18, the parent or guardian shall be presumed to be the owner and shall sign all applicable forms.
    - (2) Sign consent and indemnification form certifying the animal’s ownership, consenting to surgery, and indemnifying the City, the Contractor, and the participating veterinarian(s) and their officers, owners, agents, and employees from and against any and all claims arising out of the performance of the surgical procedures.
  - b. Contractor shall provide adequate personnel and administrative support to manage or operate the City’s Spay and Neuter Program.
  - c. Contractor shall select qualified and licensed veterinarians using an open invitation process, or provide qualified and licensed veterinarians directly employed by the Contractor, to provide the spay and neuter services under the program, for all areas of Oahu as follows:
    - (1) Windward Oahu: At least one (1) qualified and licensed veterinarian.
    - (2) Leeward Oahu: At least one (1) qualified and licensed veterinarian.

- (3) Central Oahu: At least one (1) qualified and licensed veterinarian.
- (4) Urban Core Honolulu (Kalihi to Hawaii Kai): At least two (2) qualified and licensed veterinarians.

The veterinarians in the program must agree by way of a written contract to the fee schedule (as proposed herein) as the maximum payment, and to perform all spay and neuter services in accordance with the specifications herein.

- d. Contractor shall pay participating veterinarians according to the fee schedule, including the Hawaii excise tax. The fee established by the City for the Certificate does not cover medication or any services required for the treatment of any post-surgical complications arising later than 24 hours after the surgery. Payments to participating veterinarians will be made using funds provided by the City.
- e. Contractor shall submit quarterly and annual reports relating to the program's financial status and the services performed under the contract, within 30 days after the end of each calendar quarter and 30 days after the end of the term of the contract.

Reports shall include, but not be limited to, the number of certificates redeemed by the participating veterinarians, payments made to veterinarians, number of certificates not yet redeemed, and balance of funds available for payment of outstanding certificates.

- f. Certificates for spay and neuter services shall be available for sale at the Contractor's facility and all satellite city halls.
- g. Contractor, regardless of manager or operator of spay and neuter program, shall deposit funds from the sale of certificates for spay or neuter services, on a daily basis in accordance with procedures established by the City.
- h. Contractor shall make payments to veterinarians as proposed herein. Such payments shall be made no later than 15 days after submission of the invoice and required supporting documents, and will be paid from contract funds provided by the City.
- i. Contractor shall make recommendations to the City for improving the delivery of spay and neuter services relating to dogs and cats.
- j. Contractor shall maintain records of signed contracts and evidence of insurance requirements for each participating veterinarian.
- k. Contractor shall design and print program brochures and distribute brochures to satellite city halls for public information.
- l. Contractor shall be responsible for printing certificates, including the cost to print the certificates. Each certificate shall contain a control number to ensure accountability. Contractor shall distribute certificates to satellite city halls for sale to the public, as well as sell certificates at the Contractor's facilities.

- m. Contractor shall maintain complete records of all expenses incurred and all amounts disbursed in connection with this contract. Such records shall be maintained for a period of not less than three (3) years. The Contractor shall make all records relating to the contract available to the City and its auditors when requested.
- n. Contractor shall comply with all federal, state and county environmental, health and sanitation laws, rules, regulations, ordinances and guidelines, including the Americans With Disabilities Act of 1990.

5. CITY'S RESPONSIBILITIES.

- a. The City shall distribute to the Contractor, in quarterly installments, at the beginning of each calendar quarter, funds in an amount (1) mutually agreed by the parties to the contract, and (2) available in the Department of Customer Services budget. The funds shall only be used by the Contractor to make payments for veterinary fees.

The City shall be notified by the Contractor if it appears that the quarterly funds distributed to the Contractor will be inadequate to cover the expenses for the quarter. The City shall then provide instructions for addressing funding deficiencies. The Contractor shall not be required to provide additional funds or services in the event of inadequate funding.

- b. The City shall transmit documentation of all certificates sold by the City to the Contractor in a timely manner.
- c. The City shall compensate the Contractor for materials and services provided by payment of the Monthly Service Charge. The Monthly Service Charge shall compensate the Contractor for all materials and services provided other than payments to veterinarians.

6. PET OWNERS' RESPONSIBILITIES.

- a. The pet owner must reside in the City and County of Honolulu and be at least 18 years old to be eligible for services under the program. If the owner is under 18 years of age, the parent or guardian shall be presumed to be the owner and shall sign all application forms.
- b. The pet owner shall be required to sign a consent and indemnification form certifying the animal's ownership, consenting to surgery, and indemnifying the City, the Contractor, the participating veterinarian(s) and their officers, owners, agents, and employees from and against any and all claims arising out of the performance of the surgical procedure(s).
- c. In accordance with Section 7-5.1, Revised Ordinances of Honolulu (ROH), the pet owner shall purchase a Spay/Neuter Certificate, available at Satellite City Halls and the Contractor's place of business. The pet owner shall be responsible for any payment for services not covered by the spay and neuter program.

7. PARTICIPATING VETERINARIANS' RESPONSIBILITIES.

- a. Qualified low-income participants shall not be required to pay any additional fees.
- b. When accepting a low-income certificate, the veterinarian performing the spay and neuter services shall ask for an Electronic Benefit Transfer (EBT) card issued by the State

## MINIMUM SPECIFICATIONS

1. GENERAL. It is the intent of the City and County of Honolulu to solicit bids for services to control crowing roosters and feral chickens for the Department of Customer Services, City and County of Honolulu, Honolulu, Hawaii. The Contractor shall respond to approximately 2,400 complaint calls per year relating to crowing roosters and feral chickens on the island of Oahu. The complaints are received by the City, the Honolulu Police Department, and the Hawaiian Humane Society, in the form of telephone calls, emails and written correspondence. For feral chicken complaints, the Contractor may be required to conduct more than 3 visits per call to recover trapped chickens, place traps in their locations, or recover traps. The Contractor is not responsible for responding to complaints about other fowls or animals.

2. SCOPE OF WORK. The Contractor shall capture feral chickens and roosters on private property upon request of the property owner and dispose of the chickens and roosters in a humane way mutually agreed upon between the City and the Contractor. The Contractor shall also provide education to the owners of the crowing roosters on zoning requirements related to possession of chickens, and all applicable ordinances related to animal nuisances. The Contractor shall also educate the owners of the crowing roosters on humane methods of quieting the roosters. The Contractor shall leave educational material with the owner on the first visit after a complaint is received, even if no one is home.

Upon receipt of a third complaint against the same rooster owner, the Contractor shall refer the complaint to the Honolulu Police Department (HPD), including all information from prior complaints.

3. CONTRACTOR AVAILABILITY. The Contractor shall be available by telephone or answering machine, Monday through Sunday (7 days per week), 7:45 a.m. to 4:30 p.m., except City holidays. The Contractor shall also possess an email address and facsimile machine.

4. RESPONSE TIME TO COMPLAINTS. All complaints, for both crowing roosters and feral chickens, shall be responded to within 72 hours of making the complaint. The Contractor shall explain to the complainant the action to be taken. The Contractor shall contact the owner of the crowing rooster by a home visit within 48 hours, Monday through Sunday, after receiving the complaint.

The Contractor shall respond to feral chicken complaints within 48 hours if traps are available. If traps are not available, a reasonable time frame shall be established and mutually agreed upon between the City and the Contractor.

5. GEOGRAPHIC AREA. Complaints shall be responded to on private property anywhere on the island of Oahu. However, the Contractor is not allowed to enter private property without the owner's consent.

6. QUALIFICATIONS AND EXPERIENCE OF BIDDER. Bidders shall submit with the bid document their qualifications, experience and ability to meet the requirements to successfully implement and monitor this program.

Bidders shall submit with the bid, a sample of the educational brochure to be left with the crowing rooster owner.

Bidders shall submit a detailed plan on their methodology to quiet crowing roosters and capturing and disposing of feral chickens. Bidders shall also submit written evidence of their experience relating to providing these services.

7. TRAPPING EQUIPMENT AND CERTIFICATION. The Contractor shall be responsible for providing a minimum of thirty (30) functional traps to be used in the service of this contract.

The contractor shall certify, in writing, that the minimum number of functional traps will be available at the start of the contract period and that the remaining functional traps will be available as specified in the trap availability schedule below. The contractor shall notify the Division of Motor Vehicle, Licensing and Permits if the trap availability schedule cannot be met. Failure to meet the trap availability schedule may be grounds to reject bid or to terminate the contract.

<u>Minimum Number of Functional Traps</u>	<u>Available By:</u>
15	1st day of the contract period
10 (Total: 25)	14 days from the start of the contract period
5 (Total: 30)	21 days from the start of the contract period

The "Trap Certification" form included herein shall be included with the bid submittal.

8. QUARTERLY REPORT. The Contractor shall submit a quarterly report, on a form and in a format approved by the Department of Customer Services, which shall include at least, but not be limited to, the following information:

- a. Number of complaints
- b. Number of calls (a call is defined as an instance which requires a visit or visits to resolve the complaint)
- c. Number of visits per call
- d. Address of call
- e. Result of each call

Quarterly reports shall be due within five (5) working days after the end of a quarter.

9. METHOD OF PAYMENT. Invoices shall be submitted to the Department of Customer Services quarterly with the Quarterly Report. A quarterly advance payment will be made after award of contract.