

**Addendum #2**  
**TOWN OF WAYLAND**  
**INVITATION FOR BIDS**  
**#19-1012-IFB**  
**ANIMAL CONTROL OFFICER SERVICES**

**The submission deadline was revised to Thursday, July 12, 2018 11:00 AM**

Addendum #2 replaces Section 1.10 of the Invitation for Bids issued June 21, 2018, with the following Section 1.10 Scope of Services:

**1.10 Scope of Services**

The Town of Wayland, the Awarding Authority, as represented by the Wayland Board of Selectmen, invites sealed bids for the provision of Animal Control Officer Services. The initial term of the contract is for a period of one (1) year with two (2) one year options for renewal. Bids for the Scope of Services defined herein shall be submitted for a one-year contract (July 15, 2018 through June 30, 2019) and for two (2) additional one year options for renewal. Contracts are subject to annual funding.

The appointee will serve as Animal Control Officer and Dog Control Officer for the Town under Massachusetts General Laws, Chapter 140, Section 151 and 151A, and the Town's By-Laws, Chapter 91. The appointee shall fulfill all the duties in the General Laws and in the Town's By-Law and Regulations as adopted hereunder.

**As Animal Control Officer the appointee will provide the Town with the following services:**

- Inspect domestic animals (dogs and cats) affected with or exposed to any contagious disease; quarantine or isolate animals when appropriate (M.G.L. Ch. 129, Sec.19 & 21).
- Issue quarantine notices for animals (dogs or cats) that bite people, or are bitten by other animals; inspect quarantined animals regularly to ensure that the quarantine is not broken and that the animal is not exhibiting signs of rabies (M.G.L. Ch. 129, Sec. 24 & 30).
- Enforce the provisions of the Town's By-Laws, using the following enforcement actions: issue findings; assess fines; make written warnings; perform inspections; confine; issue orders of temporary restraint; restrain, muzzle; appear before the Dog Control Appeals Board; make recommendations to the Board of Selectmen concerning vicious dogs; orders of permanent restraint; banishment, or destruction; and other powers that the Board of Selectmen may set from time to time to accomplish the Article's purposes.
- Issue findings; assess fines; make written warnings; issue orders of temporary restraint; or confine, restrain, or muzzle dogs, meeting dogs' keepers, provide copies of Chapter 91, Article 1, explaining violations and suggesting corrective behaviors.
- Seek out, catch and confine any dog within the Town found running at large on public property, or on private property where the property owner or person in control of the property wants the dog removed.
- Issue orders of temporary restraint to the keepers of any dogs that are a nuisance or that are awaiting a decision under Section 91-6 of the By-Laws as to whether they are vicious.
- Investigate all complaints arising within the Town pertaining to violations of chapter 91 and try to mediate disputes between Town residents pertaining to the behavior of dogs maintained or located within the Town.
- Collection of license fee, issuing a temporary license for residents when the Office of the Clerk is closed. Any fees and fines collected under such circumstances shall be turned over to the Town Clerk at the earliest opportunity; insuring residents receive permanent license via mail.

- Keep accurate, detailed records of the confinement and disposition of all dogs held in custody and of all bite cases reported, and the results of investigations of the same.
- Match unknown dogs to their owners based upon information that may be reported.
- Provide kennel facilities for any dogs that are captured; provide for care or shelter until dog is picked up or disposition is arranged. If the appointee provides such kennel service, he/she shall also be entitled to charge and retain compensation of \$10/day for care and handling of any dogs seized, as well as the \$25 pick-up fee paid by the owners: (rates are \$25 first day; \$10 second and subsequent days). Pick up, transport and treat, or arrange for treatment or disposition of any dogs that are injured, maimed or diseased within public property in a humane manner in accordance with procedures approved by the Town. Any humane/shelter fees (currently \$20 at Lowell Humane Society), will be paid by the Dog Officer and reimbursed by the Town once submitted.
- Shall be on call at all times for responding to requests from the Police Dept., and/or Board of Health of problem animals reported on public or private property and for collection and disposal of dead animals on public property.
- Shall be experienced in handling and securing sick, wild, injured, stray or dangerous animals.
- Shall possess evidence of training or education in problem animal control that is acceptable to the Board of Health.
- Shall preferably hold a "Problem Animal Control" Permit from the State Division of Fisheries and Wildlife.
- Shall be familiar with State and Local Regulations and policies pertaining to animal control and rabies.
- Shall have pre-exposure rabies vaccination.
- Shall have access to transportation and tools necessary to adequately perform animal control duties.
- Shall be able to communicate effectively with the public, present forums and educational information to the public and advise the public as necessary.
- Shall perform all duties in a professional, courteous and cooperative manner.
- Monthly invoices shall be submitted to the Board of Health accompanying a report summarizing the month's activities including but not limited to a log of all dead animals collected and all locations attended for problem control animal cases.
- Shall assist the Wayland Police in securing sick or potentially rabid wild animals and determining fate of the animal. Shall advise Police on eliminating the animal, if necessary. Shall respond to such calls from either the Wayland Police or Wayland Board of Health on a 24-hour basis and shall keep the Board of Health informed of situations involving potential rabies exposure.
- Shall dispose of animals as per direction of the Wayland Board of Health.
- Shall preserve suspected sick or rabid animal carcasses which have been exposed to either a domestic animal or human. Carcasses shall be prepared (i.e. decapitated) and stored/handled properly as per State Regulations, protocols, and guidelines until its fate is determined or it's delivered to the State Laboratory for testing. Delivery to the State Lab should be expedited in a timely manner.
- Shall abide by all State and local laws and regulations including, but not limited to those regarding animal handling, collection and disposal and conflict of interest.
- Shall remain flexible regarding the implementation of policies, created or revised, as established by the Board of Health.
- Shall provide 30 days notification to the Board of Health, if terminating contract at Contractor's option.

**The following terms and conditions apply to the appointee:**

- Conduct business under this agreement as an independent contractor and an officer of the Town. As such, the contractor shall **NOT** be entitled to any fringe benefits, including, but not limited to, health insurance, retirement, workers' compensation or unemployment compensation.
- Report to and be reviewed and monitored by the Chief of Police for the Town Administrator on behalf of the Board of Selectmen.

- Maintain current telephone line (call forwarded by the Town to number supplied by the Dog Officer); maintain existing pager supplied by the Town on a 365/24-hour basis. All calls will be received and logged by the Police Dispatchers; if the call is not an emergency situation the Dispatcher will supply the resident/caller with the local telephone number. In emergency situations, the Police Dispatcher will contact the Dog Officer via the pager for notification of call. The contractor will respond to emergency calls within 20 minutes of being notified of the emergency situation.
- Business operations must be housed within 10 miles of the Town of Wayland.
- Perform all services as outlined in this agreement. Should the appointee have an assistant(s) perform any of the duties in this agreement, the assistant(s) must be approved by the Chief of Police.
- Provide necessary kennel services. All upkeep, maintenance, materials and supplies are the responsibility of the appointee.
- Provide at the appointee's expense an enclosed motor vehicle capable of transporting safely a minimum of two animals. The adequacy of such vehicle will be determined by the Chief of Police. All licensing, registration, maintenance and upkeep costs are the responsibility of the appointee.

*Issued July 6, 2018*