



CITY OF
PITTSBURGH

Department of Public Safety
Bureau of Animal Care & Control
Spay and Neuter Program
Request For Proposals (RFP)



CITY OF PITTSBURGH

Department of Public Safety

William Peduto, Mayor

Stephen A. Bucar, Director

The City of Pittsburgh Department of Public Safety, Bureau of Animal Care and Control, is seeking proposals from qualified veterinarians/veterinary clinics interested in serving as consultant to the City's Spay and Neuter program. Qualified veterinarians must be licensed in the Commonwealth of Pennsylvania.

If you have an interest in acting as the City of Pittsburgh's Spay and Neuter Program Consultant please reply by 4:00pm, Friday, January 16th, 2015. The requirements for submitting a Proposal are stated in the attached Request for Proposal (the "RFP"). Please review them carefully.

Send all Inquiries and Proposals (Four (4) hardcopies of your completed proposal as well as one (1) electronic copy) to:

Claire Mastroberardino
Department of Public Safety
400 City County Building
414 Grant Street
Pittsburgh, PA 15219
claire.mastroberardino@pittsburghpa.gov

All Proposals must be sealed and clearly marked:

“LICENSED VETERINARY CONSULTANT SERVICES FOR THE CITY'S SPAY AND NEUTER PROGRAM”

In order to be considered under this RFP, *your completed proposals must be received no later than 4:00pm, Friday, January 16th, 2015.* Thank you for your participation.

Sincerely,

Stephen A. Bucar, Director
Department of Public Safety

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REQUEST FOR PROPOSALS
SPAY AND NEUTER PROGRAM

OVERVIEW AND BACKGROUND

The City of Pittsburgh Department of Public Safety, Bureau of Animal Care and Control, is now accepting proposals from appropriately licensed veterinarians/veterinary clinics for professional and consulting services with regard to the City’s Spay and Neuter program. Proposals will be accepted for all of the services identified in the “Scope of Work” section set forth below.

The City is committed to the humane treatment of all animals. Individuals or organizations interested in performing the services required under this RFP must hold the same commitment and reflect that commitment in their proposal. Any veterinarian providing services under this contract shall comply with all federal, state, county and city laws applicable to such work, regardless of whether such laws are referenced herein.

SPECIFICS AS TO CURRENT PROGRAM

The City of Pittsburgh Bureau of Animal Care & Control **performed 1574 spay neuter procedures** in the period from 2012 - 2014. The numerical breakdown of the procedures performed during this period is as follows:

YEAR	2012	2013	2014 (as of 10/31/2014)
Cats	197	363	395
Dogs	225	204	190

The City provides spay and neuter services for up to five dogs or cats, or some combination thereof, owned by citizens of the City of Pittsburgh. Application to the program is required and will be administered by the City of Pittsburgh Bureau of Animal Care and Control.

The City of Pittsburgh Bureau of Animal Care and Control is staffed by twelve Animal Control Officers, a Supervisor, a Clerical Specialist, and a Truck Driver.

SCOPE OF WORK

CITY hereby engages CONSULTANT as an independent contractor to provide spay and neuter services of animals owned by or in the care of City of Pittsburgh residents.

All Consultants participating in the City of Pittsburgh Spay and Neuter Program agree to adopt and comply with the following program guidelines.

Program Eligibility Requirements:

The Bureau of Animal Care & Control will be responsible for determining if an applicant is eligible for the program. All eligible pet owners and/or caregivers must prove that they are City of Pittsburgh residents by showing **two** bills with a valid City of Pittsburgh address **and** a driver's license or equivalent form of identification with a valid City address. The cat colony must be located inside the City limits for feral cats.

All eligible pet owners and/or caregivers must send in documentation of city residency, a valid City of Pittsburgh dog license and updated vaccination records to the City of Pittsburgh Department of Animal Control (Animal Control) for approval **prior** to scheduling a surgery day. **Any spay and neuter application with incomplete information and/or which is lacking required documentation WILL BE DENIED.**

It is required that pet owners/caregivers bring updated vaccination records of all animals prior to surgery. While the Consultants will vaccinate animals that are not up to date, a current record will minimize the redundancies of vaccinating an animal that has already been vaccinated. Vaccines should be completed seven (7) to ten (10) days prior to surgery and can be scheduled at the Consultants' facilities *after* the application has been approved for any applicable additional charges. Any animal that cannot have vaccines will be handled on a case by case basis by the Consultants.

The Bureau of Animal Care & Control will provide the documents to the Consultants' coordinators in charge of handling scheduling matters for the City of Pittsburgh Spay and Neuter Program. The Consultants shall not spay or neuter animals under this program without receiving the appropriate prior approval from the Bureau of Animal Care & Control.

Pet Limit:

Pittsburgh City Code §633.12 requires that no resident shall own, harbor or maintain more than five (5) dogs and/or cats. Therefore, five (5) dogs and/or cats will be the maximum number of animals permitted per pet owner/caregiver for the Spay and Neuter Program. Consultants will not be responsible for punitive action against pet owners/caregivers who have more than five (5) animals.

Time Frame:

The City will be running the Spay and Neuter Program on a first-come first-serve basis at all of the participating Consultants' locations based upon funds received for this particular program. It is understood that the Spay and Neuter Program will terminate upon the allocated funds being depleted.

Note: All feral cats must be brought in the shelters in a humane trap. A feral cat that is not in a trap will be turned away and the procedure will be rescheduled for a time when the cat can be properly contained for the safety of the employees, volunteers and felines.

Animal Identification:

All owned dogs and cats must be identified appropriately by wearing their rabies tag on their collar the day of the surgical procedure.

Accounting:

Consultants are responsible for maintaining records regarding the name and address of program participants, quantity of animals, type of services and prices. This information must be forwarded to Taylor Sumansky, Supervisor of the City of Pittsburgh Bureau of Animal Care & Control on a monthly basis for timely reimbursement. The City will require a final accounting at the end of the year to evaluate the success of the program.

COMPENSATION

As full compensation for the performance of said professional services, CITY shall pay CONSULTANT and CONSULTANT shall accept a fee in an amount not to exceed FIFTY THOUSAND DOLLARS (\$50,000.00). Applicants are encouraged to provide a competitive fee schedule in their application. The current fee schedule is as follows:

\$35.00 for each owned cat (\$3.00 additional for microchip)

\$30.00 for each feral cat

\$50.00 for each owned dog weighing between 1 to 35 pounds (\$3.00 additional for microchip)

\$70.00 for each owned dog weighing between 36 to 70 pounds (\$3.00 additional for microchip)

\$90.00 for each owned dog weighing between 71 to 99 pounds (\$3.00 additional for microchip)

\$120.00 for each owned dog weighing 100 pounds or more (\$3.00 additional for microchip)

**Dogs over six (6) years may be considered for the program by providing up to date pre-surgical blood work approved by a Consultant and submitted with the application.

**The \$30.00 spay and neuter charge includes a rabies vaccine and topical flea treatment along with ear tipping for feral cats only

**Consultants will “not” charge extra for pregnancies or cryptorchidism

GENERAL INFORMATION AND INSTRUCTIONS TO SERVICE PROVIDERS

This RFP is for the provision of veterinary consulting services for the City’s spay and neuter program. The City reserves the right to award to the responsible Service Provider(s) whose proposal is judged to offer the most advantages to the City, with the City being the sole judge thereof; to negotiate with any or all Service Providers; to reject any or all proposals, in whole or any part thereof, and to re-solicit for proposals in such an event; and to waive any minor technicalities or informalities as permitted by law in accordance with the City’s determination of its own best interests.

The requirements listed throughout the RFP are to be considered a minimum. If your company standards are more stringent you must adhere to your internal standards. It is critical to maintain ongoing local interaction between the City and the Service Provider.

The City of Pittsburgh is not liable, under any circumstances, for any expenses incurred by any prospective vendor in connection with the selection process. This document in no way commits the City of Pittsburgh to make an award. The City of Pittsburgh reserves the right to postpone, accept or reject any and all proposals, in whole or in part. The data contained in this packet is solely intended to allow for the preparation and submission of proposals by qualified bidders and does not constitute a promise or guarantee of benefits to any individual or organization.

Service Provider’s Conditions: Any conditions or expectations on the part of the Service Provider for performance by the City must be set forth in the Proposal. The City is not obligated to consider the Service Provider’s post-submittal terms and conditions.

Contract Terms: The successful Service Provider(s) must be willing to sign a contract substantially in accordance with the City’s standard professional services agreement, a sample copy of which is included as part of “**Appendix A**”. All Service Providers shall be aware that the contents of a successful proposal may become a part of the subsequent contractual documents. The resultant contract may incorporate by reference the City’s Request for Proposal documents as well as the successful proposals and/or supporting submittals.

The initial term of the contract shall be for a period of one year or until funds have been exhausted, whichever is sooner. The effective start date of the professional services agreement will be at 12:01 am on February 1, 2015. The City may terminate the contract without cause by giving the other party written notice of such intent not less than thirty (30) days prior to cancellation date. The City reserves the right to terminate this

agreement in the event of a material breach by the successful bidder to perform in accordance with the terms of any portion of the agreement. The City also reserves the right to terminate or re-negotiate of the agreement should this be determined to be in the best interest of the City or due to any City re-organization.

In the event of termination, all legal files shall be delivered to the City's representative as outlined in the termination letter/notice before the expiration of the contract at no additional cost to the City. The City retains ownership of all legal files and documentation developed and maintained by the selected Service Provider.

CITY RIGHTS AND OPTIONS

The City at its sole discretion reserves the following rights:

1. To cancel this RFP with or without the substitution of another RFP;
2. To take any action affecting this RFP, this RFP process, or the Services or facilities subject to this RFP that would be in the best interests of the City;
3. To issue additional requests for information;
4. To require one or more SERVICE PROVIDERS to supplement, clarify or provide additional information in order for the City to evaluate the Proposals submitted;
5. To conduct investigations with respect to the qualifications and experience of each SERVICE PROVIDER;
6. To waive any defect, formality or irregularity in any Proposal received;
7. To reject any or all Proposals;
8. To award all, none, or any part of the Services that is in the best interest of the City, with one or more of the Service Providers responding, which may be done with or without re-solicitation.
9. To discuss and negotiate with selected SERVICE PROVIDER(S) any terms and conditions in the Proposals including but not limited to financial terms; and
10. To enter into any agreement deemed by the City to be in the best interest of the City, with one or more of the SERVICE PROVIDERS responding.

CONTENT AND FORMAT OF PROPOSAL

Your written proposal will be evaluated by its content. However, please make an effort to present your proposal in clear and simple fashion. The proposal should be concise, well-edited and boilerplate-free. A non-responsive or incomplete proposal will be removed from consideration. Promotional material and generic type proposals are not desired. Emphasis should be placed on the provider's specific capabilities to meet the requirements of the RFP. Responses should also be specific in describing any services not included in the quote. Responses that deviate from the stated requirements in any respect should be explained in detail. The following content and format are required in your proposal:

1. GENERAL INFORMATION

- a. Cover Letter – Signed by the officers of the company. The letter should indicate that the Service Provider agrees to and is bound by the Proposal as submitted unless modifications are mutually agreed to by the City and the SERVICE PROVIDER(S).
- b. Executive Summary that contains a brief summary of the Proposal.
- c. Table of Contents listing all the major components of the Proposal.

2. SUBCONTRACTORS

If SERVICE PROVIDER proposes to utilize subcontractors in its performance of the contract, the SERVICE PROVIDER must explain in detail the portion of the work to be performed by the subcontractor. The subcontractor must be identified in writing in the Proposal, together with all information including the qualifications, organizational structure and other background material necessary for the Department of Public Safety to determine whether the subcontractor is qualified to assist the SERVICE PROVIDER with licensed veterinarian consulting services.

3. EXECUTIVE SUMMARY

Prefacing the proposal shall be an Executive Summary (no longer than 1 page), providing in concise terms a summation of the proposal and bearing the signature of an individual authorized to bind the firm.

4. BUSINESS ORGANIZATION

The proposal shall include relevant historical data and identification of the office that will perform the work contemplated herein. The owners and principal management personnel of the firm shall be identified fully. Provide a detailed history of your firm, who holds the Commonwealth and/or DEA license and for how long it has been in effect.

5. SERVICES

Provide a detailed description and explanation to what extent you can meet or exceed each of the listed requirements contained in the “Requirements,” “Evaluation Criteria” and “Scope of Work” sections of this RFP.

6. QUALIFICATION AND PERFORMANCE DATA SUPPORTING THE PROPOSAL

Provide an explanation of what distinguishes the services of your firm from those of the other firms. Please describe your service philosophy, internal quality control policies and procedures.

7. REMUNERATION

Please provide a flat service fee for each animal type, including owned cats, feral cats, and dogs based on quantities outlined in the *Scope of Work*. (It is acceptable to have a varying fee schedule for dogs based upon the weight of the animal.)

8. SERVICE PROVIDER’S INSURANCE

The Service Provider must provide and maintain in force at all times during the term of the services contemplated herein insurance for Professional Liability insurance (\$1,000,000) and Workers’/Unemployment Compensation insurance (statutory minimums). Such policies shall be issued by companies authorized to do business in the Commonwealth of Pennsylvania. **Evidence of such coverage is to be submitted as part of the proposal and included in the Appendix thereof.**

9. APPENDIX

MBE/WBE Solicitation and Commitment Statement
Annual Financial Statement
Insurance Certificate(s)

MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION

Non-Discrimination: Service Provider shall not discriminate in its employment on the basis of race, color, religion, ancestry, national origin, place of birth, sex, age, disability, any handicap unrelated to employment duties, or sexual orientation. Service Provider shall comply with the applicable provisions of the Pittsburgh Code, Title Six - Conduct, Article V-Discrimination, and any amendments thereto. Service Provider shall also comply with the applicable provisions of Title I and Title II of the Americans with Disabilities Act, any amendments thereto and any regulations issued thereunder. Service Provider shall incorporate in any subcontracts which may be permitted under the terms of this Agreement a requirement that said subcontractors also comply with the provisions of this Section.

MBE/WBE Solicitation and Commitment: It is the City's current goal to encourage increased minority and women's participation in all City contracts. The City, therefore, requires that all bidders demonstrate a good faith effort to obtain the participation of Minority and Women's business Enterprises in work to be performed under City contracts. In order to demonstrate this good faith commitment, all bidders are required to complete and submit with their bids a MBE/WBE Solicitation and Commitment Statement, which details the efforts made by the bidder to obtain such participation. The necessary form is attached below. Failure to submit a MBE/WBE Solicitation and Commitment Statement will result in rejection of the bid.

Veteran-Owned Small Business: The City has an annual goal of not less than five (5) percent participation by veteran-owned small businesses in all contracts. The participation goal shall apply to the overall dollar amount expended with respect to contracts. The City, therefore, requires that all Service Providers demonstrate good faith efforts to obtain the participation of veteran-owned small businesses in work to be performed under the contemplated City contract. In order to demonstrate this good faith commitment, all Service Providers are required to complete and submit with their proposals a MBE/WBE/Veteran-owned Solicitation and Commitment Form, which details the efforts made by the Service Provider to obtain such participation.

- A. Veteran-owned small business is defined by the City as a business having one hundred (100) or fewer full-time employees and not less than fifty-one (51) percent of which is owned by one (1) or more veterans, or in the case of any publicly owned business, not less than fifty-one (51) percent of the stock of which is owned by one (1) or more veterans and the management and daily business operations of which are controlled by one (1) or more veterans.
- B. For contracts under One Hundred Thousand Dollars (\$100,000.00), veteran-owned small business shall be exempt from all bonding requirements.

TIMELINE AND PROCEDURES

All interested parties may receive a copy of the RFP by contacting Claire Mastroberardino (Administrative Aide to the Director of the Department Public Safety) via facsimile or email as follows. All proposals must be received by 4:00pm, Friday, January 16th, 2015.

Inquiries and submissions to: Claire Mastroberardino
City of Pittsburgh
Department of Public Safety
414 Grant Street, Room 400
Pittsburgh, PA 15219
Fax: 412-255-2307
claire.mastroberardino@pittsburghpa.gov

Additional Information/Inquiries: No oral interpretation or clarifications will be given as to the meaning of any part of the Request for Proposal documents. Prospective Service Providers desiring further information or interpretations must make requests in

writing by E-MAIL in order for a response to be issued to all prospective Service Providers well in advance of the date for submittal of proposals. Answers to all inquiries or requests involving substantive matters received by NOON, Monday, January 12th, 2015 will be posted on the City's website. No inquiries received after that time will be addressed.

Submittal of Proposals: Four (4) hardcopies and one (1) electronic copy of the proposal shall be delivered or mailed, with any required data, in an opaque, sealed envelope, which shall be properly identified with the name and address of the Service Provider to the above contact in person by **4:00pm, Friday, January 16th, 2015**. Any proposal received after that date and time will not be considered.

Interviews & Presentations: The City, if deemed necessary to fully understand and compare the Service Provider's capabilities may request presentations by Service Providers with subsequent interviews. Oral presentations should be limited to 30 minutes.

It is the City's goal to adhere to schedule as set forth below, but reserves the right to change the schedule as needed by the City to fully understand and compare proposals.

IMPORTANT DATES

Inquiries re: clarification due	Noon, Monday, January 12 th , 2015
Proposals due	4:00pm, Friday, January 16 th , 2015
Final Selection	Noon, Friday, January 23 rd , 2015
Service agreement negotiated and effective	12:01am, Sunday, February 1 st , 2015

REPORTS AND DOCUMENTATION

All reports and documentation provided by the SERVICE PROVIDER shall be property of the City of Pittsburgh.

All data records and work product shall be regarded by the SERVICE PROVIDER as confidential.

All data records and work products shall be retained by the SERVICE PROVIDER for ten years and shall be the property of the City of Pittsburgh.

GENERAL ADMINISTRATIVE REQUIREMENTS AND CONDITIONS

1. CONFIDENTIALTY

SERVICE PROVIDER agrees that any information derived from or on behalf of the City, proprietary or not, made known to or discovered by SERVICE PROVIDER in connection

with this RFP or during the performance of any contract resulting thereof will be kept confidential and not be disclosed to any person, unless such disclosure receives prior approval by the City.

2. CONFLICT OF INTEREST

SERVICE PROVIDER, by submission of a Proposal to this RFP, agrees that it presently has no interest and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of the services required under this RFP. Without limitation, SERVICE PROVIDER represents to and agrees with the City that the SERVICE PROVIDER has no conflict of interest between providing the City with services hereunder and any interest the Service Provider may have with respect to any other person or entity (including, but not limited to, any federal or state regulatory agency) which has any interest adverse or potentially adverse to the City.

SERVICE PROVIDER agrees that, if awarded the contract, it shall not, without the prior written consent of the City, perform any services for any person other than the City relating to licensed veterinarian consulting services referred to in this RFP.

3. MONITORING AND REVIEW

SERVICE PROVIDER'S work shall be subject to monitoring and review by the City. Where the SERVICE PROVIDER'S work is unsatisfactory, it shall be corrected by the SERVICE PROVIDER at the direction of the City and at no additional cost to the City.

4. CANCELLATION

The City will maintain a strict right to cancel any contracts awarded under this RFP, in whole or in part, if the SERVICE PROVIDER willfully fails to perform any of the provisions in the contract or fails to make reports within the time stated, unless the time is extended in writing by the Director of the Department of Public Safety.

5. ASSIGNMENT AND SUBCONTRACTING

Any contract awarded under this RFP shall strictly be enforced to adhere to the City's guidelines pertaining to MBE/WBE participation. All assignees and subcontractors shall be held to the same confidentiality as the awarded SERVICE PROVIDER(S) and shall be considered by the City to be part of the SERVICE PROVIDER'S organization.

6. TERMS OF PROFESSIONAL AGREEMENT

SERVICE PROVIDER(S) will comply with the standard terms of the City's Professional Service Agreement, a sample of which is attached hereto as part of Appendix A.

EVALUATION/SELECTION CRITERIA

- The firm's ability to meet or exceed the stated requirements and provide the full range of services requested in this RFP.
- Experience level and technical capability in line of business as defined in this RFP.
- Quality of responsiveness to the terms and conditions outlined in the RFP.
- Evidence of sound organization and management practices.
- Ability to provide local support and service.
- Maximum total compensation of contract period and the extent to which your firm will place its fees/compensation in a pay-for-performance-based contract. Remuneration, although important will not be the prime selection criteria.
- Minority participation.

EVALUATION OF PROPOSALS: A review committee consisting of members of the Department of Public Safety as well as Professional Services Review Committee, as defined by the City shall be involved in this process. Proposals will be judged upon the Service Provider's ability to provide services that meet the requirements set forth in this RFP and to what extent they meet or exceed the minimum requirements. The City reserves the right to make such investigations as it deems necessary to determine the ability of the Service Provider to provide services meeting a satisfactory level of performance in accordance with the City's requirements. Service Providers shall furnish such information and data for this purpose as the City may request.

MINIMUM REQUIREMENTS

The City requires a full service Consultant licensed to practice Veterinary Medicine in the Commonwealth of Pennsylvania with a DEA licensed controlled substance registration certificate.

Experience & Technical Expertise:

Consultant must be licensed to practice Veterinary Medicine within the Commonwealth of Pennsylvania.

Consultant must demonstrate experience delivering high-volume spay/neuter services.

Resources & Capabilities

Consultant must demonstrate the ability to train animal control officers in the practices of safe, effective and humane sedation and euthanasia of wild animals.

Sound Organization and Management Plan

Consultant must be capable of providing a clear and comprehensive record of controlled substance purchases.

CONTRACT AWARD

The City of Pittsburgh reserves the right to award the contract to a SERVICE PROVIDER(S) other than the SERVICE PROVIDER(S) presenting the lowest price. The contract resulting from the RFP will be awarded to the qualified responsible and responsive SERVICE PROVIDER(S) whose Proposal the City believes will be the most advantageous to it. Award and development of FINAL CONTRACT(S) will be conditioned on compliance with the standard terms and conditions of the City of Pittsburgh's standard Professional Service Agreement. (See Appendix A) The City reserves the sole right to revised said agreement as may be applicable.

EXHIBIT A: MBE/WBE SOLICITATION AND COMMITMENT STATEMENT

SAMPLE LETTER OF COMMITMENT

DFG COMPANY

January 13, 2004

ABC Minority Business Enterprise

1111 Participation Street

Pittsburgh, Pa. 152xx

Re: DEF Professional Service Project No.

Attention: Mr. Ms. _____

I'm writing in reference to the above mentioned project. If awarded this project it is our intent to enter into an agreement for approximately \$_____ with ABC Minority Business Enterprise. If our intentions warrant your interest please let me know by signing this letter of intent and returning to me by mail or fax at your earliest convenience.

APPENDIX A: SAMPLE PROFESSIONAL SERVICES AGREEMENT

AGREEMENT

MADE _____, 2008,

BETWEEN

CITY OF PITTSBURGH, a municipal corporation of the Commonwealth of Pennsylvania, hereinafter called "CITY",

AND

_____, a _____ corporation, located at _____, hereinafter called "SERVICE PROVIDER".

WITNESSETH:

WHEREAS, CITY requires assistance for providing spay and neuter services; and

WHEREAS, SERVICE PROVIDER(S) is/are possessed of professional expertise to provide these services; and

WHEREAS, CITY desires to engage SERVICE PROVIDER(S) upon the terms and conditions hereinafter set forth, and SERVICE PROVIDER(S) is willing to accept such engagement upon such terms and conditions;

NOW, THEREFORE, in consideration of the mutual covenants expressed herein and intending to be legally bound hereby, the parties agree as follows:

1. **SCOPE OF WORK:** CITY hereby engages SERVICE PROVIDER(S) as an independent contractor to provide spay and neuter Services for the City of Department of Public Safety, Bureau of Animal Care and Control. See Exhibit _ attached hereto and made a part hereof.
2. **COMPENSATION:** SERVICE PROVIDER(s) will invoice the Bureau of Animal Care and Control monthly for services rendered, subject to monitoring and auditing.
3. **METHOD OF PAYMENT:** Payment of said fees shall be made by the City of Pittsburgh directly to SERVICE PROVIDER(S) subject to monitoring and auditing.
4. **PAYMENT OF TAXES AND SET-OFF:** SERVICE PROVIDER warrants that any and all taxes or municipal claims that may be payable to the City of Pittsburgh by SERVICE PROVIDER are current and not delinquent. If CITY determines that there is an outstanding delinquency or if any taxes or municipal claims become delinquent and owing during the term of

this contract or prior to final payment by CITY, SERVICE PROVIDER hereby grants CITY the right to set-off that indebtedness against any amounts owing to SERVICE PROVIDER under the terms of this contract. CITY reserves the right to apply set-off payments in whatever manner it deems appropriate.

5. **TERM OF AGREEMENT:** The Agreement will begin at 12: 01 A.M., Sunday, February 1st, 2015, and it will expire at **11:59pm, December 31st, 2015, or when funds have been exhausted, whichever occurs first.**

6. **INTERRUPTION: POSTPONEMENT: ABANDONMENT:** In the event that the work herein contemplated, or any part thereof, shall be interrupted, postponed, or abandoned due to circumstances which CITY considers to be in its best interests, SERVICE PROVIDER shall not be entitled to any further payment for such work or portion thereof beyond and in excess of the amount due at that time, in accordance with Paragraph 3 hereof; and final payment shall be based on the proportionate amount of the fee earned to such date.

7. **EXTRA SERVICES:** If extra services are required for satisfactory completion of the work or any phase thereof, and extra costs are thereby necessarily incurred by SERVICE PROVIDER, SERVICE PROVIDER may be reimbursed only upon approval of the Director, Department of Public Safety pursuant to proper legislative action by CITY. However, CITY shall not reimburse SERVICE PROVIDER for any extra services occasioned by interruption, postponement, or abandonment of the work because of circumstances which CITY deems to be to its best interests. In such cases, CITY shall pay only the cost of services rendered up to the time of such interruption, postponement, or abandonment, pursuant to paragraph 6 hereof.

8. **MONITORING AND EVALUATION:** All services provided under this Agreement shall be subject to monitoring and evaluation by CITY or its authorized representatives. SERVICE PROVIDER(S) shall supply CITY with written reports on program activity, in a form approved by CITY, as CITY may, from time to time, require. SERVICE PROVIDER(S) shall provide CITY with such additional information and data as may be periodically required by federal or state authorities, or by CITY itself. Authorized representatives of CITY shall have access to the books and records maintained by SERVICE PROVIDER(S) with respect to any services or materials provided to CITY pursuant to this Agreement at all reasonable times and for all reasonable purposes, including, but not limited to, inspecting and copying any books, records, memoranda, checks, correspondence or other relevant documents. All such books and records shall be preserved by SERVICE PROVIDER(S) for a period of two (2) years after the termination of this Agreement.

9. **RIGHTS IN DATA; COPYRIGHTS; DISCLOSURE:**

- a. Definition. The term "data", as used in this Agreement, includes written reports, studies, drawings, or other graphic, electronic, chemical or mechanical representations.
- b. Rights in data. All data developed pursuant to this Agreement shall belong solely and exclusively to CITY, and CITY shall have the full right to use such data for any official purpose and in whatever manner is deemed desirable and appropriate, including making it available to the general public. Such use shall be without any additional payment to or approval by SERVICE PROVIDER(S). CITY shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any data developed or prepared under this Agreement.
- c. Copyrights. No data developed or prepared in whole or in part under this Agreement shall be subject to copyright by SERVICE PROVIDER(S) in the United States of America or in any other country. SERVICE PROVIDER(S) hereby relinquishes, or shall cause to be relinquished, any and all copyrights and/or privileges to data developed or prepared under this Agreement without any additional payment to SERVICE PROVIDER(S) therefore. SERVICE PROVIDER(S) agrees at the request of the CITY to include a copyright notice indicating the date of publication and identifying CITY as the copyright owner on any materials produced under this Agreement. SERVICE PROVIDER(S) shall not include in the data any copyrighted matter unless SERVICE PROVIDER(S) obtains the prior written approval of the City Solicitor and provides the said Director with written permission of the copyright owner for SERVICE PROVIDER(S) to use such copyrighted matter in the manner provided herein.

10. **CONFIDENTIALITY:** SERVICE PROVIDER(S) agrees not to divulge or release any information or data developed or obtained in conjunction with any aspect of its performance under this Agreement, except to authorized CITY personnel or upon prior written approval of the City Solicitor.

11. **WORKER'S COMPENSATION:** SERVICE PROVIDER(S) hereby certifies that it has accepted the provisions of the Worker's Compensation and Occupational Disease Acts, as amended and supplemented, insofar as the work covered by this Agreement is concerned, and that it has insured its liability thereunder in accordance with the terms of the said Acts, as evidenced by the certificate of insurance it has caused to be attached hereto, or that it has duly filed a proper certificate of exemption from insurance with the Pennsylvania Department of Labor and Industry.

12. **COMPLIANCE WITH LAWS:** SERVICE PROVIDER(S) shall fully obey and comply with all laws, ordinances, resolutions, and administrative regulations which are or should be applicable to any work performed under this Agreement.

13. **ANTI-DISCRIMINATION:** SERVICE PROVIDER(S) shall not discriminate in its employment on the basis of race, color, religion, ancestry, national origin, place of birth, sex, age, disability, non job-related handicap, or sexual orientation. SERVICE PROVIDER shall comply with the applicable provisions of the Pittsburgh Code, Title Six - Conduct, Article V-Discrimination, and any amendments thereto. SERVICE PROVIDER(S) shall also comply with the applicable provisions of Title I and Title II of the Americans with Disabilities Act, any amendments thereto and any regulations issued thereunder. SERVICE PROVIDER(S) shall incorporate in any subcontracts which may be permitted under the terms of this Agreement a requirement that said subcontractors also comply with the provisions of this Section.

14. **ASSIGNMENT: SUBCONTRACTING:** SERVICE PROVIDER(S) shall not assign this Agreement or any right to monies to be paid hereunder without the written consent of CITY. None of the services covered by this Agreement shall be subcontracted without the prior written approval of CITY.

15. **INTERPRETATION:** In the event of any dispute as to the interpretation of the terms of this Agreement, the decision of the Director of the Department of Public Safety shall be final. Nothing in this section will preclude a party's recourse to a court of competent jurisdiction (a) to seek *de novo* review; (b) to seek temporary equitable relief necessary to protect its interests; or (c) to recover specific property, including an action in replevin.

16. **INSURANCE:** SERVICE PROVIDER(S) shall obtain, as a condition precedent to the exercise of any part of this Agreement, the following insurance coverage. The SERVICE PROVIDER(S) shall keep the CITY as an additional insured as to general liability insurance on such policy throughout the term of this Agreement. Attached hereto and incorporated herein is a certificate of insurance duly executed by the officers or authorized representatives of a responsible and non-assessable insurance company, evidencing the following minimum coverage and specifically identifying the City as an additional insured as to general liability, which insurance shall be non-cancellable, except upon thirty (30) days prior written notice to the City:

	Individual	Aggregate
General Liability		
Bodily injury, including death	\$500,000.00	\$1,000,000.00
Property damage	\$ 50,000.00	\$ 100,000.00
Automobile Liability	\$500,000.00	\$1,000,000.00
Worker's Compensation	Statutory	
Garage Keepers Insurance	\$25,000	

All premiums shall be at the expense of the SERVICE PROVIDER.

All policies must be made on an occurrence basis. Claims-made policies are not acceptable. In the event that the term of said insurance shall expire prior to the expiration of the term of this Agreement, the SERVICE PROVIDER(S) shall renew said insurance in a timely manner and shall promptly cause a certificate of insurance evidencing such renewal, and also identifying the City as an additional insured as to general liability, to be forwarded to the Director, Department of Public Safety. Each and every such policy as aforesaid shall expressly provide therein that coverage includes the contractual liability assumed by the SERVICE PROVIDER(S) pursuant to this Agreement. Furthermore each policy and every such policy shall be endorsed to show the City as an additional named insured.

17. **DEBARMENT:** SERVICE PROVIDER(S) warrants that it is not prohibited from entering into this Agreement with the CITY by reason of disqualification under subsection (b) of Section 161.22 of the Pittsburgh Code. An affidavit certifying compliance with this Section is attached hereto as **Exhibit _** and is incorporated into and made a part of this Agreement.

18. **STATEMENT OF AFFILIATIONS:** SERVICE PROVIDER(S) herewith files a Statement of Affiliations with the CITY, attached hereto as an Exhibit, in compliance with Section 197.08(c) of the Pittsburgh Code.

19. **TIME OF PERFORMANCE:** SERVICE PROVIDER(S) shall commence performance no later than **February 1st, 2015**.

20. **GOVERNING LAW:** This Agreement shall, in all respects, be governed by the laws of the Commonwealth of Pennsylvania.

21. **INDEMNIFICATION:** SERVICE PROVIDER(S) hereby agrees to indemnify, save and hold harmless, and defend CITY, its officers, agents and employees from and against all liens, charges, claims, demands, losses, costs, judgments, liabilities, and damages of every kind and nature whatsoever, including court costs and attorney's fees arising by reason of: the performance by SERVICE PROVIDER(S) of any services under this Agreement; any act, error or omission of SERVICE PROVIDER(S) or of an agent, employee or licensee of SERVICE PROVIDER(S) or subcontractor of SERVICE PROVIDER(S) and any breach by SERVICE PROVIDER(S) of any of the terms conditions or provisions of this Agreement.

22. **AMENDMENT:** This Agreement contains all terms and conditions agreed upon by the parties hereto, and no other agreement, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or to bind any of the parties hereto. This Agreement may not be changed, modified, discharged or extended except by written amendment, duly executed by the parties. Except that modifications to budget line items that do not result in a change in the total amount of the contract price shall be permitted in the form of a letter of modification signed by both the Director, Department of Public Safety and the SERVICE PROVIDER(S) and incorporated into the contract file.

23. **TERMINATION:** CITY may terminate this Agreement at any time, without cause or liability, by giving SERVICE PROVIDER(S) thirty (30) days advance written notice of its intention to terminate.

24. **HOME RULE CHARTER: LIABILITY OF CITY:** This Agreement is subject to the provisions of the Pittsburgh Home Rule Charter; and the liability of CITY thereunder is limited to the sum of Ten Thousand Dollars appropriated for the same, chargeable to and payable from:

Account	Fund	Organization	Sub-Class	Budget Year
_____	_____	_____	_____	_____

25. **AUTHORIZING RESOLUTION:** This Agreement is entered into by the City of Pittsburgh pursuant to Resolution No. _____

SAMPLE

IN WITNESS, WHEREOF, the parties have duly executed this Agreement on the day and year first above written.

WITNESS:

CITY OF PITTSBURGH

By: _____
Mayor

WITNESS:

By: _____
Director, Department of Public
Safety

WITNESS:

SERVICE PROVIDER

Name:
Title:

By: _____
Name:
Title:
Tax I.D. No: _____

EXAMINED BY:

Assistant City Solicitor

APPROVED AS TO FORM:

City Solicitor

COUNTERSIGNED:

City Controller

EQUAL OPPORTUNITY REVIEW COMMISSION

CITY OF PITTSBURGH

MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPTION PLAN

SUBMITTED BY: _____

DATE: _____

APPROVED BY THE COMMISSION ON: _____

RE-SUBMITTED TO THE COMMISSION ON: _____

PROJECT NAME: _____

PROJECT NUMBER: _____

PROJECT LOCATION: _____

CONTRACT AWARDED TO: _____

COMPANY OWNER: _____

BUSINESS DEVELOPER: _____

BUSINESS DEVELOPER ADDRESS: _____

PROJECT MANAGER: _____

TELEPHONE NUMBER: _____

CONTACT FOR MBE/WBE REPORTING: _____

TELEPHONE NUMBER: _____ **Fax Number** _____

PUBLIC AGENCY: _____

CONTACT PERSON _____

TELEPHONE NUMBER: _____

PROJECT DESCRIPTION

PROJECT SIZE: _____

ESTIMATE COST: _____

PUBLIC DOLLARS USED: _____

ESTMIATE MBE/WBE PARTICIPATION:

(PLEASE CHECK ONE)

UNION _____

NON-UNION _____

SAMPLE

PROJECT BUDGET AND MBE/WBE PLAN SUMMARY

	Estimated Cost	MBE/WBE Plan Commitment
1. Professional Service		
2. Total Project Cost		
3. Total MBE/WBE Plan Commitment		
4. MBE/WBE Plan Commitment As a percent of Total Project Cost		
5. City goals as related to contracting Disparity. 18% MBE, 7%WBE		

SAMPLE

PROFESSIONAL SERVICE BUDGET AND MBE/WBE PLAN

Itemize your project’s professional service contract budget below. Under each line in the budget list the MBE/WBE’s that you propose to use to provide professional services

MBE/WBE Contractor/Professional Services

**MBE/WBE
Name**

**Copy of Certification Attached
Yes No**

**Amount
MBE WBE**

	Yes	No	MBE	WBE
1.			\$	\$
2.			\$	\$
3.			\$	\$
4.			\$	\$
5.			\$	\$
Total Budget			\$	\$

MBE/WBE PARTICIPATION SUMMARY

MBE/WBE Participation Contract	Amount	Contractor	MBE	WBE	%
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Totals

PROPOSED MBE WBE CONTRACTORS

Please provide the following information on the minority or woman-owned business included in your MBE/WBE plan.

Name	Company	_____	_____
Address		_____	_____
City, State Zip		_____	_____
Telephone		_____	_____
MBE or WBE		_____	_____
Certified by:		_____	_____

Name	_____	_____
Company Address	_____	_____
City, State Zip	_____	_____
Telephone	_____	_____
MBE or WBE	_____	_____
Certified by:	_____	_____

Name	_____	_____
Company Address	_____	_____
City, State Zip	_____	_____
Telephone	_____	_____
MBE or WBE	_____	_____
Certified by:	_____	_____

SAMPLE