



Request for Proposals

SUPPLY OF ANIMAL CONTROL SERVICES

RFP No. OBMH 03-2021

**CLOSING DATE: APRIL 15, 2021
CLOSING TIME: 2:00 PM**

THE CORPORATION OF THE DISTRICT OF OAK BAY
2167 OAK BAY AVENUE
VICTORIA, BC V8R 1G

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Attachments:

- Appendix "A" - Scope of Work
- Appendix "B"- Form of Proposal
- Appendix "C"- Evaluation and Scoring of Proposals
- Appendix "D"- Pro Forma Contract

- Submittal Form "A"-Financial Proposal
- Submittal Form "B'- References

Appendix "E" Oak Bay Bylaw No. 4013

RFP EXPECTED TIMELINE

Issue Date	February 25, 2021
Deadline for Inquiries	March 19, 2021
Closing Date	April 15, 2021
Contract Signing	June 01, 2021
Contract Start Date	July 01, 2021

1. Instructions to Proponents

1.1 Invitation

The District of Oak Bay (District) invites detailed proposals from qualified suppliers (the "Proponents") in accordance with these Proposal Documents (RFP No. OBMH 03 -2021). The proposals will be evaluated for the selection of a supplier (or suppliers) with the desire to enter into a contract (the "Contract") to provide the services described in Appendix A" Scope of Work.

The District is seeking to enter into a contract for the supply of animal control services including Animal Control Bylaw enforcement, maintenance of pound facilities, routine patrols, emergency services, statutory animal control officer duties and other related duties as specified in the Scope of Work. (Appendix "A")

Background

The District of Oak Bay is comprised of mostly residential neighbourhoods with a population of approx. 20,000 people, located on the southern tip of Vancouver Island and is bordered by the City of Victoria and the District of Saanich. The total area of Oak Bay is 10.53 square kilometers.

Dog licensing requirements and regulations pertaining to the keeping of animals generally are set out in the Oak Bay Animal Control Bylaw, a consolidated copy of which is appended to and forms a part of this RFP package.

Although the Municipality has for many years contracted for the provision of animal patrol, enforcement and pound services, the Municipality administers the dog licensing system, with the exception of a small "field sale" role for the Contractor.

The current contract for the provision of animal control services expires on July 01, 2021. The District requires a qualified service provider to provide, as a minimum, all services stated in the Scope of Work.

1.2 Closing Time and Date for Submission of Proposals

NOTE: Proposals will be accepted in electronic format only.

The proponent will submit a PDF copy of each proposal, in accordance with the instructions contained herein, to the following email address:

purchasing@oakbay.ca

On or before the following date and time (the "Closing Time"):

Time: 2:00:00 pm (Local time)
Date: April 15, 2021

The District reserves the right to extend the closing time at its sole discretion. Proposals must only be sent electronically. Hard copy proposals will not be accepted.

1.3 Not a Tender

This is a Request for Proposal and not a tender call.

1.4 Proposal Documents

Each Proponent will ensure it provides its correct name, address, email address, telephone number and facsimile number to the District.

Please use and reference the above RFP number on all correspondence. Proponents are advised to read

and respond appropriately to all sections of the RFP. Incomplete proposals may be rejected at the sole discretion of the District.

1.5 Inquiries

All inquiries related to this RFP, including whether or not the Contract has been awarded, must be directed in writing to the contact person named below (the "District Representative"). Information obtained from any person or source other than the District Representative may not be relied upon.

Name: Signe Bagh - Director of Strategic Initiatives

E-mail: purchasing@oakbay.ca

Inquiries should be made by March 19, 2021. The District reserves the right not to respond to inquiries following this date. Inquiries and responses will be recorded and may be distributed to all Proponents at the discretion of the District.

Proponents finding discrepancies or omissions in the Contract or RFP or having doubts as to the meaning or intent of any provision, should immediately notify the District Representative. If the District determines that an amendment is required to this RFP, the District Representative will issue a written addendum to the Proponents and post the addendum on the BC Bid website. No oral conversation will affect or modify the terms of this RFP or may be relied upon by any Proponent.

1.6 Information Meeting

The District will **NOT** hold an information meeting regarding this Request for Proposal.

1.7 Addenda

If the District determines that an amendment is required to this RFP, the District will issue a written addendum to all Proponents of record that will be incorporated into and become a part of this RFP. The addenda will also be posted on BC Bid under the RFP. Failure to acknowledge and address all addenda in a Proposal may render the Proposal invalid.

1.8 Late Proposals

Proposals received after the Closing Time will not be accepted or considered. Delays caused by any delivery, courier or mail service(s) will not be grounds for an extension of the Closing Time. Proposals received after the Closing Time will be returned unopened to the Proponent.

1.9 Amendments to Proposals

Proposals may be revised by written amendment, provided they are delivered to the location set out in section 1.2 on or before the closing date and time. An amendment must be signed by an authorized signatory of the Proponent in the same manner as provided by section 2.3. Emailed amendments are permitted provided they are received by the District's email address prior to the Closing Time, but such email amendments may show only the change to the proposal price(s) and in no event disclose the actual proposal price(s). A Proponent bears all risk that the District's computer equipment functions properly so as to facilitate timely delivery of any emailed amendment. All emailed amendments should be sent to the District email address listed in section 1.2.

1.10 District's Right to Modify Terms and Negotiate

The District, at its sole discretion, reserves the right to modify the terms of the RFP at any time before the Closing Time. The District also reserves the right following the Closing Time, and in accordance with the terms of this RFP, to negotiate with one or more Preferred Proponents any modification or variation of the terms of the RFP, including any of the documents referred to in the definition of "Contract" herein or any modification or variation of the terms of any Proposal, including price, that the District considers to be in its best interests. For certainty and without limiting the foregoing, the District may, for the purpose of entering into a Contract with any Proponent, amend the description of the required work included in this RFP so that

it accurately reflects the services to be provided by the Proponent.

Without fettering the ability of the Municipality to make revisions on its own initiative, an example of the animal control services contract is attached; in submitting a proposal each proponent shall be deemed to have accepted the substance thereof except to the extent expressly otherwise stated in its proposal.

1.11 Examination of Contract Documents and Site

Each Proponent will be deemed to have carefully examined and understood the requirements and limitations of the RFP, including all attached Appendices, the Contract and the Site (as applicable) prior to preparing and submitting a Proposal, with respect to any and all facts which may influence the decision to prepare and submit a Proposal.

2.Proposal Submission Form and Contents

2.1 Electronic submission only

Submit a PDF copy of your Technical Proposal and Financial Proposal (in two separate files), in accordance with the instructions contained herein, to the following specific email address:

purchasing@oakbay.ca

The Technical Proposal file must include any submittal forms that are required as part of the submission. i.e.: references.

The Financial Proposal file must include only the financial proposal and any insurance or bonding documents required.

The maximum file size accepted will be 20MB. It is the responsibility of the proponent to ensure the email submitted is within the maximum file size limit. Zip files will be accepted.

Delays caused by any computer related issues will not be grounds for an extension of the Closing Time. The District cannot be held responsible in any way for lost, misdirected, illegible or obscured emails. It is the sole responsibility of the submitting party to confirm a clear receipt of the transmission to the correct email address.

Proposals received electronically at the email address above with a time stamp after the Closing Time will be returned unopened to the Proponent. It is recommended that the Proponent request an email from purchasing@oakbay.ca to verify that their proposal has been received.

2.2 Form of Proposal

Proponents must submit their Proposal in accordance with the instructions set out in Appendix "B" - Form of Proposal.

2.3 Signature

The Proposal must be signed by a person authorized to sign on behalf of the Proponent.

3.Evaluation and Selection

3.1 Evaluation Team

The evaluation of Proposals will be undertaken on behalf of the District by the Evaluation Team. The Evaluation Team may consult with others including District staff members, third party consultants and references, as the Evaluation Team may in its discretion decide is required.

3.2 Evaluation Criteria

The Evaluation Team will compare and evaluate each Proposal to determine the Proponent's strength and ability to provide the Services in order to determine the Proposal which is most advantageous to the District, using the criteria outlined in the Evaluation Form attached as Appendix "C".

3.3 Litigation

In addition to any other provision of this RFP, the District may, in its absolute discretion, reject a Proposal if the Proponent, or any officer or director of the Proponent submitting the Proposal, is or has been engaged directly or indirectly in a legal action against the District, its elected or appointed officers, representatives or employees in relation to any matter.

In determining whether or not to reject a Proposal under this section, the District will consider whether the litigation is likely to affect the Proponent's ability to work with the District, its contractors and representatives and whether the District's experience with the Proponent indicates that there is a risk the District will incur increased staff and legal costs in the administration of the Contract if it is awarded to the Proponent.

3.4 Additional Information

The Evaluation Team may, at its discretion, request clarifications or additional information from any Proponent with respect to any Proposal. The Evaluation Team may consider such clarifications or additional information in evaluating a Proposal.

3.5 Interviews

The Evaluation Team may, at its discretion, invite some or all of the Proponents to appear before the Evaluation Team to provide clarifications of their Proposals. In such event, the Evaluation Team will be entitled to consider the answers received in evaluating Proposals.

3.6 Multiple Preferred Proposals

The District reserves the right and discretion to divide up the Services, either by scope, geographic area, or on any other basis as the District may decide, and to select one or more Preferred Proponents to enter into discussions and / or negotiations with the District for one or more Contracts to perform all or a portion or portions of the Services. In addition to any other provision of this RFP, Proposals may be evaluated on the basis of advantages and disadvantages to the District that might result or be achieved from the District dividing up the Services and entering into one or more Contracts with one or more Proponents.

3.7 Negotiation of Contract and Award

If the District selects one or more Preferred Proponents, then it may enter into a Contract with the Preferred Proponent(s), or enter into discussions with the Preferred Proponent(s) to attempt to negotiate the terms of the Contract(s), and such discussions may include but are not limited to negotiating amendments to the scope of Services and the Preferred Proponent's price(s).

If at any time the District reasonably forms the opinion that a mutually acceptable agreement is not likely to be reached within thirty days, the District may, at its discretion at any time thereafter, terminate negotiations with the preferred proponent and either enter into negotiations with any qualified Proponent or cancel the RFP process in its entirety.

3.8 Acceptance of Proposals

Proposals submitted must remain open for acceptance by the district for a minimum of sixty (60) calendar days after the Submission Closing Time and Date.

Proponents will be notified in writing when a Contract has been awarded.

4. General Conditions of Request for Proposal

4.1 No District Obligation

This RFP does not commit the District in any way to select a Preferred Proponent, or to proceed to discussions or negotiations for a Contract, or to award any Contract, and the District reserves the complete right to at any time reject all Proposals, and to terminate this RFP process for any reason.

4.2 Proponents Expenses

Proponents are solely responsible for their own expenses in preparing, submitting Proposals, and for any meetings, negotiations or discussions with the District or its representatives and contractors relating to or arising from this RFP.

4.3 No Contract

By submitting a Proposal and participating in the process as outlined in this RFP, Proponents expressly agree that no contract of any kind is formed under, or arises from, this RFP, prior to the signing of a formal written Contract.

4.4 Conflict of Interest

A Proponent shall disclose in its Proposal any actual or potential conflicts of interest and existing business relationships it may have with the District, its elected or appointed officials or employees. The District may rely upon such disclosure.

4.5 Solicitation of District Staff, Council Members, Contractors

Proponents and their agents will not contact any member of the District Council, District staff or District contractors with respect to this RFP, other than the District Representative named in section 1.5, at any time prior to entering into a Contract or the cancellation of this RFP.

4.6 Disclaimers/Limitations of Liability

Neither acceptance of a Proposal nor execution of a Contract constitute approval of any activity or development contemplated in any Proposal that requires any approval, permit or license pursuant to any federal, provincial, regional or municipal statute, regulation or bylaw. It is the responsibility of the Proponent to obtain such approval, permit or license prior to commencement of the work under the anticipated Contract.

The District, its elected officials, appointed officers, employees, agents, contractors and volunteers expressly disclaim any and all liability for representations or warranties expressed, implied or contained in, or for omissions from this RFP package or any written or oral information transmitted or made available at any time to a Proponent by or on behalf of the District. Nothing in this RFP is intended to relieve a Proponent from forming its own opinions and conclusions in respect of this RFP.

The District, its elected officials, appointed officers, employees, agents, contractors and volunteers will not be liable to any Proponent for any claims, whether for costs, expenses, losses, damages, or loss of anticipated profits, or for any other matter whatsoever, incurred by a Proponent in preparing and submitting a Proposal, or participating in negotiations for a Contract, or other activity related to or arising out of this RFP. By submitting a Proposal, each Proponent shall be deemed to have agreed that it has no right to make such claims.

4.7 Confidentiality

The RFP documents, or any portion thereof and any other confidential information to which a Proponent may have access as a result of this RFP process, may not be used by a Proponent for any purpose other than submission of Proposals.

By submitting a Proposal, every Proponent agrees not to divulge, release or otherwise use any information that has been given to it or acquired by it from the District on a confidential basis as a result of or during the course of the RFP process.

4.8 Ownership of Proposals and Freedom of Information

Each Proposal submitted, as well as any other documents received from a Proponent, become the property of the District, and as such are subject to the *Freedom of Information and Protection of Privacy Act* ("FOIPPA"). FOIPPA grants a general right of access to such records, but also includes grounds for refusing the disclosure of certain information.

Proponents are asked to specifically identify information contained in their Proposal that is submitted on a confidential basis. Subject to any requirement for access under FOIPPA, the District will hold in confidence any such information received from a Proponent. However, the District specifically reserves the right to distribute information about any Proposal internally to its own directors, officers and employees, to its consultants and contractors where the distribution of that information is considered by the District to be necessary to its internal consultation process.

4.9 Local Time

The timing for the submission and receipt of Proposals and any amendments thereto shall be determined by reference to the District local area network time.

4.10 Acceptance of Terms

The submission of a Proposal constitutes the agreement of the Proponent that all the terms and conditions of this RFP are accepted by the Proponent and incorporated in its Proposal.

5. Supplementary General Conditions of Request for Proposal

5.1 Conduct

While working for the District, animal control staff are perceived to be acting as representatives of the District of Oak Bay. It is imperative that this perception is held to a high standard. Complaints, written or verbal, concerning the conduct of any person acting on behalf of the Contractor may result in the termination of the contract.

5.2 Insurance

The Contractor shall at all times during the continuance of this Contract maintain public liability and property damage insurance with an insurer satisfactory to the District in accordance with the following terms: Comprehensive public liability and property damage insurance in the amount of not less than FIVE MILLION DOLLARS (\$5,000,000.00) inclusive per occurrence on an all risk basis for bodily injury, death and property damage including loss of use thereof;

- (a) Automobile public liability and property damage insurance in the amount of not less than FIVE MILLION DOLLARS (\$5,000,000.00) per occurrence per owned, non-owned or hired vehicle;
- (b) The Contractor and the District shall be named insureds in policies and the insurance shall also cover any Subcontractors, as unnamed insureds;
- (c) The Contractor shall provide to the District prior to commencement of work, certificates of insurance or other evidence which satisfies the District that the insurance required herein has been obtained and is in force and the insurers shall acknowledge in writing to the District that the insurance is in force and that in the event of cancellation or material change in a policy affecting those insured, thirty (30) days prior written notice will

be given to the District by the insurer.

5.3 WorkSafe BC

The Contractor must be registered and in good standing with the Workers' Compensation Board of British Columbia. The Contractor must ensure that all fees, charges and/or assessments levied by Workers' Compensation for the protection of the Contractor's work force, are paid prior to the commencement of work.

The Contractor must adhere to all applicable Federal, Provincial, Municipal and District acts, regulations, bylaws and enactments. At any time during performance of the work, over the term of the contract, the Contractor shall be prepared to provide evidence of compliance.

Proof of WorksafeBC coverage must be provided prior to the commencement of any works.

5.4 Police Authority

Nothing in this RFP shall be construed so as to prevent, limit or derogate from the authority of a Municipal police officer to take enforcement action under the Bylaw, in which case revenues from any violation fees, municipal ticket information fines or other pecuniary penalties or assessments shall be retained by the Municipality.

APPENDIX A -- SCOPE OF WORK

INTRODUCTION AND BACKGROUND

Dog licensing requirements and regulations pertaining to the keeping of animals generally are set out in the Oak Bay Animal Control Bylaw, a consolidated copy of which is appended to and forms a part of this RFP package.

The Municipality contracts for the provision of animal patrol, enforcement and pound services, the Municipality administers the dog licensing system, with the exception of a small "field sale" role for the Contractor.

The District regularly seeks public feedback on Animal Control Services as part of its annual budget questionnaire. Results from the most recent budget questionnaire can be found here:

<https://www.oakbay.ca/sites/default/files/Budget-Questionnaire-Report.pdf>
(see pages 2, 4-14 for comments relating to animal control).

ANIMAL CONTROL BYLAW

The current Animal Control Bylaw # 4013 is attached to this document as Appendix "E". The current bylaw will be reviewed by the District during the term of this contract, however a new bylaw is not expected to take effect until at least the expiration date of the initial term.

TERM OF CONTRACT

The Term of this Contract shall be from 12:01 AM July 01, 2021 to 11:59 PM June 30, 2024.

The District reserves the right, at their sole discretion, to extend this contract for an additional two year period upon a satisfactory agreement being reached with the current supplier up to 30 days prior to the conclusion of the term of this tender.

SCOPE OF WORK, OVERVIEW

The scope of the work is as referenced in Section 5.1. of the proposed Contract (see Appendix D).

APPENDIX “B” – FORM OF PROPOSAL

Evaluation of Proposals will be by a committee formed by the District and will include employees of the District. All evaluators will be bound by standards of confidentiality. The District’s intent is to enter into a Contract with the Proponent who has submitted the best offer.

Proponents should ensure that they fully respond to all criteria in their submission in order to receive full consideration during the evaluation process.

1.1 Mandatory Criteria

Item #	Mandatory Criteria
1	The Proposal must be received at the Delivery Location before the Closing Date and Time specified in Section 1.1- Invitation. Late Proposals will not be considered and will be returned unopened to the Proponent. Faxed Proposals will not be accepted.

Proposals not meeting all of the mandatory criteria will be excluded from further consideration during the evaluation process.

1.2 Submission Content

Evaluators are only able to evaluate information that has been included in a Proponent’s Proposal. Information that is known to evaluator(s) or information that is available on the internet or from other public sources cannot be considered during the evaluation process.

Information that should be included by proponents in their submission is listed below, Proponents are asked to respond in a standardized manner. Information should be supplied in the sections and sequence noted below to provide consistency in proponent response and to ensure that each proposal receives full and complete consideration.

Capacity to Provide Services/Service Model

Provide a brief company profile that conveys capacity to provide the services described in this RFP. The company profile should include:

- Year and jurisdiction of incorporation;
- Number of employees;
- The name and company information of any subcontractors that will be used to fulfil the contract;
- Location of its pound and general office facilities, including a detailed description of the tenure arrangements for the premises (lands and buildings) constituting its pound;
- Proposed hours of operation for office, pound and patrol services;
- Description of vehicle fleet; and
- Description of available equipment and supplies.

Describe ability to provide the services and complete the scope of work defined in Appendix A – Scope of Work.

Describe enforcement philosophy.

Provide a flow chart/diagram showing how animal control complaints and ticket appeals will be dealt with.

Experience

- Number of employees and years/types of experience of each.
- Employee certifications & qualifications (third party certification).
- Company experience providing the required services.

Value

Provide information on what makes your firm/organization innovative and what distinguishes it from your competition.

Please identify related value added/additional works or services that could be provided to the District under this agreement that would assist or be of benefit to the District. Proponents should submit all relevant documentation as it relates to any product(s) or service(s) proposed in order to facilitate a complete and comprehensive evaluation by the District.

References

Using the References Form, Submittal Form B, provide a minimum of three client (3) references for similar requirements including the start and end dates of when the services were provided.

The District will be evaluating this section on the relevance and quality of references.

The references of the preferred Proponent may be contacted to validate any part of the Proposal. The District reserves the right to conduct reference checks to verify the information contained in the Proposal and confirm suitability of the Proponent. Past working history with the District will be considered in the evaluation of any proponent.

The District will not enter into a Contract with any Proponent whose references, in the District's sole opinion, are found to be unsatisfactory.

Pricing

Proposals will be assigned points based on their relationship to the lowest price proposed, as per the Evaluation Procedures. Proponents should provide their pricing as per Pricing Submittal Form "A" and return response in a separate file clearly marked "Financial Proposal".

APPENDIX C – EVALUATION PROCEDURES

Evaluation will be based upon the following:

Item No.	Description	Scoring Weight
1	Capacity of the Proponent to provide services/service model	35
2	Experience in providing similar services	15
3	Value to the District	10
4	Past performance of Proponent as determined by references	5
5	Cost of Service	35

Evaluation and Scoring Procedure

Technical merit is awarded a maximum score of 65 points and cost is awarded a maximum of 35 points each, for a total potential of 100 evaluation points. Technical proposals will be opened and marked out of a total score of 65 points against the evaluation grid before any financial proposals are opened. Each technical presentation will be evaluated as per criteria 1-4 set out in Appendix C.

A firm's technical proposal shall be deemed qualified only if it complies with all requirements contained in the Request for Proposal.

Only proposals whose technical scores are within 15% of the proposal awarded the highest technical score will have their financial proposals opened and evaluated. All other financial proposals will be returned unopened upon appointment of the selected firm. The only exception to this policy is when the proposal of the second-ranked firm is more than 15% below the highest technical score and still technically qualified. In such a case, the second-ranked firm would have its financial proposal opened to avoid a non-competitive situation.

In all cases, the District reserves the right to cancel the competition and call for new proposals.

Financial proposals can be awarded a maximum of 35 points. The financial proposal with the lowest cost of fees will be awarded 35 points, which will be added to the technical score, resulting in the firm's total score. The percentage by which each of the remaining firms' proposed costs exceeds the cost of the lowest qualified proposal will be the percentage by which the 35 points is reduced, prior to adding it to the technical score resulting in each firm's total score.

For example, if the proposed cost of Firm A exceeds the lowest proposed cost (Firm B) by 10%, Firm A will add 35 minus 3.5 (10% of 35), or 31.5 points to its technical score. The firm receiving the highest total score will be judged to have the best value to the District.

COSTS INCLUDED IN PROPOSAL EVALUATION

All personnel fees, salaries, wages and reimbursable expenses will be taken into account in the proposal evaluation.

DEBRIEFING

Subsequent to final selection of a firm for contract award, all other proposing firms have the right to receive a debriefing on the strengths and weaknesses of their proposal. Points awarded by evaluation teams for both technical and financial proposals will remain confidential and may not be divulged to any proposing firm.

Minimum Technical Score

Technical proposals must achieve a score of at least 420 points (70%) to be considered "technically qualified". Financial proposals for firms failing to achieve the minimum technical score will not be opened

APPENDIX D – PRO FORMA CONTRACT FOR SERVICES

**DISTRICT OF OAK BAY
ANIMAL CONTROL SERVICES CONTRACT**

This Contract dated for reference the day of _____, 2021

BETWEEN:

(the "Contractor")

OF THE FIRST PART

AND:

THE CORPORATION OF THE DISTRICT OF OAK BAY
2167 Oak Bay Avenue Victoria, B.C. V8R 1G2

(the "Municipality")

OF THE SECOND PART

WITNESSES THAT WHEREAS:

- A. The Municipality has adopted Oak Bay Bylaw No. 4013, Animal Control Bylaw, 1999, pursuant to its authority under section 8(3)(k) of the Community Charter, SBC 2003, c.26;
- B. By a Request for Proposals dated [NTD: insert date of RFP] (the "RFP"), a copy of which is attached as Schedule "A" to this Contract, the Municipality requested proposals from qualified contractors for the provision of animal control services within the Municipality;
- C. The Contractor submitted a proposal dated [NTD: insert date of proposal] (the "Proposal") in response to the RFP, a copy of which Proposal is attached as Schedule "B" to this Contract, and which Proposal has been accepted by the Municipality;
- D. The Municipality and the Contractor wish to enter into a contract for the provision of animal control services by the Contractor, including but not limited to enforcement of Oak Bay Bylaw No. 4013, Animal Control Bylaw, 1999.

NOW THEREFORE in consideration of the premises and the terms and conditions hereinafter contained, the sufficiency of which is hereby acknowledged by both parties, the Contractor and Municipality covenant and agree each with the other as follows:

1.0 DEFINITIONS

1.1 In this Contract,

"Animal Control Officer" means an employee, director or officer of the Contractor who from time to time is appointed by the Council of the Municipality as a bylaw enforcement officer and animal control officer for the purpose of enforcing the Bylaw and providing the other Services required under this Contract.

"Bylaw" means Oak Bay Bylaw No. 4013, Animal Control Bylaw, 1999, as amended from time to time.

"Normal Business Hours" means _____ a.m. to _____ p.m. on a day other than a Sunday or statutory holiday.

"Personal Information" has the same meaning as in the *Freedom of Information and Protection of Privacy Act*, RSBC 1996, c.165 and the *Personal Information Protection Act*, SBC 2003, c. 63, as applicable, and as amended or replaced from time to time.

"Pound" means the impoundment and adoption facility to be provided by the Contractor in accordance with section 5.1(a) of this Contract.

"Services" means the animal control services to be provided by the Contractor within the boundaries of the Municipality, including without limitation:

- (a) in accordance with the Bylaw and all other applicable enactments, the seizure, impounding, care, adoption, and euthanizing of cats, dogs and other domestic animals which are at large and that come to the attention of an Animal Control Officer, or that come to the attention of an Animal Control Officer in other circumstances authorized by the Bylaw or other applicable enactments;
- (b) the full range of activities required for enforcement of the Bylaw including, but not limited to, regular patrol of streets, parks and other public areas within Oak Bay, complaint response, emergency call-out, police assistance, and dog licence sales when required, as described in the RFP and the Proposal;
- (c) the sale of dog licences and the collection of other fees and charges under the Bylaw, in the circumstances described in Article 5;
- (d) acting as an animal control officer for the purposes of section 49 of the *Community Charter*;

as more particularly set out in Article 5 of this Contract.

2.0 CONTRACTOR'S GENERAL DUTIES AND RESPONSIBILITIES

2.1 The Contractor shall:

- (a) perform the Services for the Municipality in accordance with the terms and conditions of this Contract;
- (b) render the Services to the Municipality under this Contract with that degree of care, skill, dispatch and diligence normally provided by contractors experienced in the performance of duties of a nature similar to those contemplated by this Contract;

- (c) charge only the fees and disbursements for the performance of the Services as set out in this Contract.

3.0 TERM

- 3.1 This Contract is for a term commencing July 1, 2021, and terminating at 11:59 p.m. on June 30, 2024 (the "Term").

4.0 TERMINATION

- 4.1 If the Contractor is in default in the performance of any of its material obligations set forth in this Contract, then the Municipality may, by written notice to the Contractor, require such default to be corrected. If, within fourteen (14) days after receipt of such notice, such default has not been corrected or reasonable steps to correct such default have not been taken, the Municipality may, without limiting any other right or remedy it may have, immediately terminate this Contract.

- 4.2 If the Municipality terminates the Contract in accordance with section 4.1, the Municipality shall pay the Contractor for the Services rendered and disbursements necessarily incurred by the Contractor to the date of termination, less any amounts necessary to compensate the Municipality for pre-paid services, unremitted revenues received by the Contractor as described in Article 5.1(f), or damages or costs incurred by the Municipality or by any person engaged by or on behalf of the Municipality arising from the Contractor's default.

- 4.3 Notwithstanding section 3.1, the Municipality may without cause terminate this Contract at any time during the Term by providing not less than ninety (90) days prior written notice to the Contractor.

- 4.4 If the Municipality terminates the Contract in accordance with section 4.3, the Municipality shall pay the Contractor for Services rendered and disbursements necessarily incurred by the Contractor to the date of termination, less any amounts necessary to compensate the Municipality for pre-paid services and unremitted revenues received by the Contractor as described in Article 5.1(f), which the Contractor agrees shall constitute the sole liability of the Municipality to the Contractor in that event.

5.0 CONTRACTOR COVENANTS

- 5.1 The Contractor shall provide the Services to the Municipality in a competent, careful and professional manner, and shall without limitation:

- (a) for the purpose of acting as the Poundkeeper under the Bylaw, maintain a pound and adoption facility within the Capital Regional District in a location approved by the host local government, which facility and its operation shall be and remain in compliance with all applicable regulations, bylaws and other enactments, and in particular the Pound shall be maintained in a sanitary condition providing for humane treatment of the animals impounded;
- (b) keep the Pound open to the public during Normal Business Hours;
- (c) during Normal Business Hours, answer questions from the public by telephone or in

person relating to the Bylaw and the Services;

- (d) provide an emergency contact number for use by the Municipality and the public outside Normal Business Hours;
- (e) administer and enforce the Bylaw (but excluding the administration of the Municipality's dog licence system, which shall remain the responsibility of the Municipality) including without limitation attendance at any associated court appearances and legal proceedings, and shall exercise the enforcement authority contained within the Bylaw and the District of Oak Bay *Ticket Information Utilization Bylaw, 1997* for and on behalf of the Municipality, subject to sections 5.1(f) to (h);
- (f) appear on behalf of the Municipality in the prosecution of any municipal ticket informations issued under *Ticket Information Utilization Bylaw, 1997* that are contested;
- (g) make recommendations to the Municipality in cases where other Bylaw enforcement proceedings are necessary or desirable, including the commencement of summary conviction proceedings under the *Offence Act*, dog destruction orders under section 49 of the *Community Charter*, or civil injunction proceedings for enforcement of the Bylaw under section 274 of the *Community Charter*;
- (h) assist the Municipality in all legal enforcement proceedings where legal counsel is appointed by the Municipality, including all required court appearances;
- (i) in the course of enforcing the Bylaw, assist the Municipality with the sale of dog licences to owners of unlicensed dogs;
- (j) account to the Municipality for all revenue from impoundment fees, boarding fees, fine revenues, vicious dog sign fees, adoption fees and fees from sales of licences and/or replacement tags, that are received by the Contractor in the course of providing the Services;
- (k) remit to the Municipality not less than monthly all revenue received in the course of providing the Services, as described in section 5.1(j);
- (l) keep a detailed record of accounts and activities in relation to the Services;
- (m) prepare and deliver to the Municipality on a monthly basis a report including at minimum the following information:
 - (i) number of tickets, offence notices and warning notices issued;
 - (ii) number and types of animals impounded, redeemed and euthanized;
 - (iii) impoundment, boarding, adoption and ticket fine revenues received;
 - (iv) number and types of complaints received; and
 - (v) number of hours spent on patrol and complaint response,

with such information to cover both the reporting period and the year-to-date;

- (n) comply with reasonable instructions from the Municipality with respect to the provision of the Services, including requests for special attention to particular geographical areas as required from time to time;
- (o) pursue on the Municipality's behalf any civil remedy, including but not limited to dog destruction orders, injunctions or civil proceedings, authorized by resolution of Oak Bay Municipal Council;
- (p) obtain proof that a current Oak Bay licence has been obtained and paid for in accordance with the Bylaw before releasing any impounded dog;
- (q) without limiting the requirements of section 5.1(l), maintain a monthly pound log in which shall be recorded, on a daily basis, all pound-related transactions, including a description of every animal impounded, the date and place where the animal was impounded, the date when the animal was redeemed or otherwise disposed of, the disposition of the animal and the amount of money, if any, recovered in respect of the animal;
- (r) without limiting the requirements of section 5.1(l), maintain a monthly record of any reported dog bites which have occurred in that month, including information concerning the severity of the bite, the breed of the dog, the name and address of the dog owner if known, the name of the person bitten and the details of any charges under the Bylaw;
- (s) ensure that the Animal Control Officers assigned to carry out work covered by this Contract:
 - (i) have the skills, training and qualifications required to provide the Services;
 - (ii) are thoroughly informed of the provisions of the Bylaw and the fine levels and offence descriptions set out in the Oak Bay Ticket Information Utilization Bylaw;
- (t) allow officers and employees of the Municipality acting in the course of their duties, access at all reasonable times to all records, books and documents maintained by the Contractor under this Contract;
- (u) provide after-hours emergency call-out service or extended shifts, whichever is applicable, for serious incidents that require Services, including assistance to the Oak Bay Police and Fire Departments, and in relation to attacks by dogs on people or animals, injured animals, and other extraordinary situations deemed to involve public safety in relation to domestic animals;
- (v) provide within the District of Oak Bay each week, 15 hours of response, investigation, enforcement and pro-active patrol time, including weekends as well as weekdays, spread evenly throughout the year unless otherwise authorized in writing by the Municipality;
- (w) provide all vehicles, equipment, supplies, clothing, labour, materials, offices,

facilities and things whatsoever required for the provision of the Services;

- (x) be and remain in good standing with WorkSafe British Columbia and in compliance with all applicable requirements imposed by the *Workers Compensation Act*, RSBC 2019, c. 1, as amended and replaced from time to time and all regulations thereunder;
- (y) comply with the *Freedom of Information and Protection of Privacy Act* and the *Personal Information Protection Act*, as applicable, with respect to any and all Personal Information that comes into the Contractor's possession in the course of its performance of the Services;
- (z) without limiting subsection 5.1(v), ensure that any and all Personal Information that comes into the Contractor's possession in the course of its performance of the Services is:
 - (i) kept confidential and protected by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure or disposal;
 - (ii) not disclosed to any person or corporate entity, government or government body, except with the express written consent of the Municipality; and
 - (iii) is stored only in Canada and accessed only from within Canada.

6.0 MUNICIPAL COVENANTS

6.1 In consideration of the performance by the Contractor of the Services, the Municipality shall:

- (a) appoint from time to time as Animal Control Officers the directors, officers and employees of the Contractor who are designated to provide the Services;
- (b) provide to the Contractor an adequate supply of municipal ticket information notices;
- (c) provide legal counsel to assist the Contractor in court proceedings specifically authorized by the Municipality, or in court proceedings which raise challenges to the validity of the Bylaw, or raise significant points of law;
- (d) administer the Oak Bay dog licence system;
- (e) notify the Contractor in a timely fashion when the Municipality amends the Bylaw or adopts a new animal control bylaw in substitution for the Bylaw;
- (f) pay fees for the Services in accordance with the following:
 - (i) Pound facility fee: \$ _____ per calendar year, paid _____ upon invoice;
 - (ii) patrol, response, investigation and enforcement, all within the District of Oak Bay: \$ _____ per person-hour paid monthly upon invoice, to a maximum of _____ hours weekly, or \$ _____ per calendar year;

- (iii) overtime (extension of a scheduled 8 hour shift): \$ _____ per person-hour paid monthly upon invoice, to a maximum of _____ hours, or \$ _____, per calendar year without prior written authorization from an officer of the Municipality;
- (iv) call-outs (unscheduled requirements to report to work while off shift): \$ _____ per person-hour with 2 hour minimum, paid monthly upon invoice, to a maximum of _____ call-outs, or \$ _____, per calendar year without prior written authorization from an officer of the Municipality;
- (g) to pay at cost, monthly upon invoice, reasonable disbursements incurred by the Contractor for euthanasia charges, dead animal disposal fees, veterinary treatments and like disbursements, to a maximum of \$ _____ per calendar year without prior written authorization from an officer of the Municipality.

7.0 REQUESTS FOR CHANGES TO THE SERVICES

- 7.1 The Municipality may from time to time, by providing not less than ninety (90) days prior written notice to the Contractor, request that the Contractor either decrease or increase the total number of hours of Services required to be provided by the Contractor each week under section 5.1(v) of this Agreement, and the hourly fees payable under section 6.1(f)(ii), (iii) and (iv) shall continue to apply as long as the weekly hours of Services required are not increased or decreased by more than 15% of the number of hours required under section 5.1(v) of this Agreement.

8.0 INDEMNIFICATION

- 8.1 The Contractor hereby agrees to indemnify and save harmless the Municipality, its elected officials, officers, agents and employees, from and against any and all claims, causes of action, actions, suits, proceedings and demands of any nature whatsoever, that any person has, might have or will have for any loss, damage, injury or death arising directly or indirectly out of a breach of this Agreement, or a wrongful or negligent act or omission in the performance of the Services, on the part of the Contractor, or the Contractor's directors, officers, or employees.
- 8.2 The indemnification set out in section 8.1 shall survive the termination of this Contract.

9.0 INSURANCE

- 9.1 Without limiting the effect of any indemnification or release provided by the Contractor, the Contractor shall at all times during the continuance of this Contract maintain liability and property damage insurance with an insurer satisfactory to the Municipality in accordance with the following terms:
 - (a) the Contractor shall at all times maintain Comprehensive General Liability insurance in the amount of not less than Five Million Dollars (\$5,000,000.00) inclusive per occurrence on an all risk basis for bodily injury, death and property damage including loss of use thereof arising out of or connected with the Services;
 - (b) the Municipality shall be added as an additional insured to the policy provided under

paragraph (a);

- (c) the Contractor shall provide to the Municipality, concurrently with the execution of this Contract, a certificate of insurance or other evidence which satisfies the Municipality that the insurance required under paragraph (a) has been obtained and is in force and the insurers shall acknowledge in writing to the Municipality that the insurance is in force and that in the event of cancellation or material change in a policy affecting those insured, 30 days prior written notice will be given to the Municipality by the insurer;
- (d) the Contractor shall at all times maintain on its vehicles used in the performance of the Services third party liability coverage in the amount of not less than Three Million Dollars (\$3,000,000.00) inclusive per occurrence.

10.0 CONTRACTOR STATUS

- 10.1** The parties agree that the Contractor is an independent contractor engaged by the Municipality for the sole purpose of providing the Services. Neither the Contractor nor any of its directors, officers or employees are engaged by the Municipality as an employee or agent of the Municipality. The Contractor is solely responsible for payment of WorkSafe BC premiums and compliance with all *Workers Compensation Act* Regulations, and shall bear sole responsibility for the safety of its directors, officers and employees engaged in the provision of the Services and any costs whatsoever arising out of employee injuries, claims records or fines.
- 10.2** The Contractor shall make all payroll payments or deductions required by law or under any collective agreement.
- 10.3** Nothing in this Contract shall be construed as creating an agency, partnership or joint venture between the Municipality and the Contractor.

11.0 REFERENCE TO CONTRACTOR

- 11.1** The Contractor hereby consents to the use of its name and office telephone number, emergency telephone number and address in any notices and advertisements of the Municipality relating to animal control.

12.0 BUSINESS LICENCE

- 12.1** The Contractor shall prior to or concurrently with the execution of this Contract apply for and acquire a business licence under the terms of any bylaw regulating business within the District of Oak Bay.

13.0 SETTLEMENT

- 13.1** The parties acknowledge that they have a common goal of providing a humane and effective animal control service and will attempt to settle any differences arising in the administration of this Contract amicably through discussion in good faith with a view to providing quality public service at a reasonable cost.

14.0 ARBITRATION

- 14.1 All matters in dispute under this Contract will be submitted to arbitration pursuant to the *Arbitration Act*, SBC 2020, c.2, to a single arbitrator appointed jointly by them.
- 14.2 No one shall be nominated to act as an arbitrator who is directly or indirectly financially interested in the conduct of the Services or in the business affairs of either the Contractor or the Municipality.
- 14.3 If the parties cannot agree on the choice of any arbitrator each party shall select a nominee and the nominees shall jointly appoint an arbitrator.
- 14.4 The laws of the Province of British Columbia shall govern this Contract and any arbitration or litigation in respect hereof.
- 14.5 The award of the arbitrator shall be final and binding upon the parties.

15.0 NOTICE

- 15.1 Any notice to be given with respect to this Contract will be given as follows:

- (a) Notice may be delivered personally or sent by single registered mail as follows

Municipality: District of Oak Bay
2167 Oak Bay Avenue
Victoria, B.C.
V8R 1G2

Attention: Chief Administrative Officer
Telephone: (250) 598-3311
Fax:
Email:

Contractor:

or at such other address or number(s) as each of them may notify in writing to the other.

- 15.2 Any notice will be deemed well and sufficiently given and received:

- (a) If delivered when the office of the recipient is open to the public, when delivered;
- (b) If sent by registered mail, 72 hours after the time of mailing.

16.0 TRANSFER OF INTEREST

- 16.1 Neither party shall assign, subcontract or transfer any interest in this Contract without the

prior written consent of the other.

17.0 NON-WAIVER

17.1 Except as may be specifically agreed in writing, no action or failure to act by the Contractor or the Municipality shall constitute a waiver of any right or duty afforded either of them under this Contract nor shall any such action or failure to act constitute an approval of or acquiescence in any breach hereunder.

18.0 POLICE AUTHORITY

18.1 Nothing in this Contract shall be construed so as to prevent, limit or derogate from the authority of a Municipal police officer to take enforcement action under the Bylaw, in which case revenues from any violation fees, municipal ticket information fines or other pecuniary penalties or assessments shall be retained by the Municipality.

19.0 CONFLICT OF INTEREST

19.1 The Contractor represents and warrants that no elected official, board or commission member, employee, officer or manager of the Municipality:

(a) has any direct or indirect interest in the Contractor by way of partnership or legal or beneficial ownership any securities of the Contractor; or

(b) has or is entitled to have any interest in this Contract or any benefit arising therefrom.

19.2 This "Conflict of Interest" section is a fundamental condition of this Contract, and any breach hereof shall entitle the Municipality, at its sole discretion, to terminate this Contract whereupon any costs, losses or expenses incurred by the Municipality as a result thereof shall be chargeable to the Contractor and recoverable from it by the Contractor, and the Contractor shall waive and be deemed to have waived any right or recourse or claim for compensation against the Municipality thereby arising.

20.0 BINDING EFFECT

20.1 This Contract will be binding upon the parties hereto and their respective heirs, administrators, executors, successors and permitted assignees.

21.0 INTERPRETATION

21.1 The captions or headings appearing in this Contract are inserted for convenience of reference only and shall not affect the construction hereof.

21.2 Whenever the singular or masculine is used herein, the same shall be deemed to include the plural or the feminine or the body politic or corporate where the context of the parties so require.

22.0 LAW

22.1 This Contract shall be governed by and construed in accordance with the laws in force from time to time in the Province of British Columbia.

23.0 COUNTERPARTS

23.1 This Contract may be executed in counterpart with the same effect as if both parties had signed the same document. Each counterpart shall be deemed to be an original. All counterparts shall be construed together and shall constitute one and the same Contract.

24.0 VALIDITY

24.1 If any part of this Contract is or is declared invalid, the remainder shall continue in full force and effect and be construed as if the Agreement had been executed without the invalid portion.

IN WITNESS WHEREOF the parties have duly executed this Agreement as of this _____ day of _____, 2021

The Corporation of the District of)
Oak Bay, by its authorized signatories:)
)
)
_____)
)
)
_____)
)
)
)
)

[Contractor name] by its authorized)
by its authorized signatories:)
)
_____)
)
_____)
)
)
)
)

Schedule "A"

RFP

Schedule "B"

Contractor's Proposal

SUBMITTAL FORM "A"- FINANCIAL PROPOSAL

OBMH 02-2021

SUPPLY OF ANIMAL CONTROL SERVICES

SERVICE	RATE Year 1 & 2	Rate Year 3
Investigation and Patrol Regular Hours (1) <i>Cost Per Hour</i>		
Investigation and Patrol Additional Regular Hours (2) <i>Cost Per Hour</i>		
Investigation and Patrol Overtime Hours (3) <i>Cost Per Hour</i>		
Call Outs (4) <i>Cost per Hour</i>		
Pound Facility Fee <i>Cost Per Calendar Year</i>		
Animal Control Officer Standby Charge <i>Cost Per Calendar Year</i>		

- (1) Submissions are to be based on 15 hours/week of patrol time. This would be the hourly fee required to provide the core patrol and enforcement components of the services;
- (2) There may be times when the District wishes additional patrol time (up to 40 more hours/year) (e.g. when off-leash rules switch for the season at Willows Beach). These hours would be at the discretion of the District. The Contractor would be provided at least 24 hours advance notice of these requests.
- (3) The hourly charge where, by reason of a serious animal control incident, an employee of the Contractor is required to extend a scheduled 8 hour shift.
- (4) This should include the hourly rate and minimum time required to be paid where, by reason of a serious animal control incident, an employee of the Contractor is called out to report to work while off shift. If more than 24 hours advance notice is provided, call out rates would not apply.

* **Do not include taxes in the rates above. Applicable taxes will be paid upon invoice by the District of Oak Bay**

Dated this _____ day of _____, 2021.

Authorized Signatory for the Proponent

Legal Name of Company

Address

SUBMITTAL FORM "B"- REFERENCES
OBMH 02-2021
SUPPLY OF ANIMAL CONTROL SERVICES

Provide at least three recent (within the last 5 years) references for similar/relevant services, using the form below.

Reference 1	
Name of Organization to which service was provided	
Address of Organization	
Contact Person	
Contact Person's Title	
Contact Person's Tel and Email	
Contract Start and End Dates	
Description of service:	
Reference 2	
Name of Organization to which service was provided	
Address of Organization	
Contact Person	
Contact Person's Title	
Contact Person's Tel and Email	
Contract Start and End Dates	
Description of service:	

Reference 3	
Name of Organization to which service was provided	
Address of Organization	
Contact Person	
Contact Person's Title	
Contact Person's Tel and Email	
Contract Start and End Dates	
Description of service:	