



Request for Proposals

RFP NO. CSS-19-01

Provision of Animal Management Services for the Township of Esquimalt

Date of Issue: November 12th, 2019

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- A Animal Management Bylaw, 2015, NO. 2841
- B Sample Professional Services Agreement
- C 2018 and 2019 Statistical Information

1.0 INTRODUCTION

This Request for Proposal (RFP) invites the submission of Proposals from interested firms who possess the necessary qualifications, capabilities, experience, and facilities to fulfill the requirements to submit Proposals for the provision of Animal Management Services, via a contractual arrangement, in the Township of Esquimalt (Township).

2.0 BACKGROUND

2.1 Institutional Structures

The Township currently contracts for Animal Management Services (Services). The current contract expires at midnight on February 28th, 2020.

The Township is seeking a Service Provider to provide similar Services commencing March 1st, 2020 for a three year term (plus up to two additional one year terms upon mutual agreement). The current Service Provider will retain all animals impounded as of midnight, February 28th, 2020.

The successful Proponent will be responsible for providing Services for the comprehensive enforcement and administration of the Township's Bylaws in regards to animal management.

3.0 SCOPE OF WORK

In broad terms, the scope of work will include, but not be limited to, the following:

3.1 ANIMAL MANAGEMENT SERVICES

1. Administer and enforce the Township's Bylaws pertaining to animal management.
2. Provide pound keeping services, ensuring sanitary conditions and the humane treatment of the animals impounded, which are operated in compliance with all applicable regulations and bylaws.
3. Keep detailed records of accounts and activities and provide reports which detail the activities in relation to the Services by month and year to date, including:
 - i. Amount of time spent on patrols in Esquimalt, broken down between weekends and weekdays
 - ii. Types and number of complaints received
 - iii. Number and types of animals impounded
 - iv. Number of tickets, bylaw offence notices and warning notices issued
 - v. Impoundment, boarding, and revenue received

4. Reports to be submitted on or before April 30th, August 31st and December 31st of each year.
5. A **mandatory** requirement is that the Service Provider immediately assumes sole responsibility of animals taken into custody.
6. A **mandatory** requirement is that the primary / initial pound keeping facility must be located on Vancouver Island and within thirty (30) kilometers of the Township's Municipal Town Hall.

Long term pound keeping facilities, for impoundment of animals greater than 30 consecutive days, may be located elsewhere. Where long term facilities are contemplated, details of the long term facility and the transport of animals to the facility are to be provided.
7. The Service Provider must enter into the Service Agreement (sample template attached to the Request for Proposal). The service provider must indicate in the proposal that they will enter into Service Agreement.

The mandatory requirements must be addressed in the Proposal. Failure to do so may result in disqualification of the Proposal.

The RFP provides the Proponent the opportunity to provide optional services above the scope of work. The Proponent will identify these services clearly and separately include the associated costs. The evaluation of the RFP will be conducted upon the information requested to fulfil the Scope of Work. Once the preferred Proponent has been chosen the Township reserves the right to add any or none of the optional services listed to this contract.

The opening of the proposals will not be public.

4.0 SCHEDULE

The Proposed schedule for the award of this Service contract is as follows:

- RFP issued on November 12th, 2019
- RFP closes at 2 p.m. local time on December 13th, 2019
- Review and Recommendation to Council on January 20th, 2020

It is the Township's expectation that the Services will commence March 1st, 2020.

5.0 AVAILABLE INFORMATION

Information available to the Proponent is located in Appendices A, B, and C and contains the following information:

- Animal Management Bylaw, 2015 NO. 2841
- Sample Professional Services Agreement
- 2018 and 2019 statistical information

6.0 EVALUATION CRITERIA

The following criteria outlined below will be utilized in the evaluation of the Proposals:

- Service provision methodology and task list – 30 points
- Experience and capacity of the Proponent in providing similar Services – 25 points
- Cost of Service – 35 points
- Past performance of Proponent as determined by references – 10 points

The following paragraphs provide a brief definition for the above criteria in order to assist the Proponent in providing the information that is expected by the Township for Proposal.

6.1 Services Methodology and Task List

The information should provide a clear and concise methodology and a corresponding task list that details how all aspects of the Service will be carried out.

6.2 Experience and Capacity

Please detail your experience and capacity to perform this work.

- Service Information. The following points are the minimum Service activities required. Please provide information detailing your services in relation to the scope of work.
 - Please include information about these services to be provided, including:
 - hours of operation (identifying enforcement services and pound keeping facilities separately)
 - coverage outside of normal operating hours (identifying enforcement services and pound keeping facilities separately)
 - staffing levels
 - patrol schedule in the Township
 - programs to raise public awareness of the bylaws
 - programs to target non-compliance of the bylaws
 - ability for the public to contact the Service Provider to request Services and typical response time
 - equipment to be provided by the Proponent

- expectations of equipment, facilities or resources to be provided by the Township
 - Reports to be provided
- Facility Information. Provide information on the pound keeper facilities available including:
 - size, capacity and location of facility / facilities
 - hours accessible to public
 - documentation supporting the:
 - standard of care provided to the animals
 - the suitability of the facilities for the variety of animals to be housed
 - condition of the facilities
- Emergency Information. Provide information concerning the Proponent's emergency disaster operating plan for both the care of animals currently sheltered and for the capture, transport and care of additional animals affected by the disaster and the Proponents' ability to fulfil this plan in the event of a disaster (i.e., business continuity plan).
- Information supplied should provide detail on services that the Proponent has carried out which are similar or comparative in nature that demonstrate the Proponent's ability to undertake this Service.
- The Proponent should provide information on the key individuals that will be undertaking these Services. This information should highlight how the various individuals will be involved in the Service and their relevant experience.
- If a sub-consultant/contractor is also to be utilized, this information must also be supplied.

6.3 Cost of Services

The Proposal shall provide details for the cost of the requested Services.

6.3.1 Services provided to the Township:

- The detailed cost of carrying out the minimum Service levels
- The Proponent's proposed payment schedule

6.3.2 The detailed cost of carrying out optional services not included in the Proposal and the proposed payment schedule. Per Section 7.11 all costs associated with carrying out optional services shall be shown separately.

6.3.3 Fee Schedule

- A Fee Schedule for services provided in regards to impoundment, boarding, or other services deemed necessary while an animal is in the care and control of the service Provider

- Clarification on whether the Fees are to be retained by the Service Provider, by the Township, or shared between the Service Provider and the Township
 - If Fees are to be shared the Proponent must indicate how the revenue is to be shared

6.3.4 Award of the Contract will be subject to budget approval

6.4 Past Performance Based on References

- The Proponent will supply a minimum of three references to a maximum of five
- Each reference shall contain the following:
 - Name of the contact person
 - Position of contact person held in providing similar Services
 - Phone number
 - Email address

7.0 PROPOSAL REQUIREMENTS

The Proponent shall provide three copies of their Proposal to the Township providing all of the following information. Proposals shall be clearly laid out to address the items listed below.

1. Title page – reference the RFP number and title, the firm's address, the name and number of the contact person and the date of the Proposal.
2. Transmittal Letter – a letter, signed by a person duly authorized, briefly stating the Proponent's understanding of the Services required, benefits their organization brings and the commitment to perform the Services as requested and confirmed receipt of all addenda, if applicable.
3. A section that lists the assumptions that the Proponent has assumed in preparing their Proposal.
4. A narrative demonstrating the Proponent's clear understanding of the objectives and expected deliverables of the Services.
5. Clarification of any items which are to be excluded from these Terms of Reference that may be perceived by the Township to be part of the Scope of Work.
6. Staff qualifications.
7. Detailed methodology which provides task identification, benchmarks, and milestones.

8. WCB documentation.
9. A list of references.
10. Expected cost to complete the Services as detailed in the Evaluation Criteria section.
11. Proposed optional services and associated costs.

8. PROPOSAL & ENQUIRIES

All enquires should be directed to:

Blair McDonald
Director of Community Safety Services
Township of Esquimalt
1229 Esquimalt Road
Esquimalt, BC V9A 3P1
Phone: 250-414-7123
Fax: 250-414-7111
Email: blair.mcdonald@esquimalt.ca

9.0 GENERAL INSTRUCTIONS FOR THE PROPONENTS

The following instructions, terms and conditions apply to all Proposals related to this Request for Proposal.

- 9.1 The Corporation of the Township expressly reserves the following rights:
 - 9.1.1 To accept any Proposal;
 - 9.1.2 To reject any and/or all irregularities in the Proposal submitted;
 - 9.1.3 To reject any and/or all Proposals;
 - 9.1.4 To accept a Proposal which is not the lowest Proposal;
 - 9.1.5 To make decisions with due regard to quality of service, experience, compliance with requirements and any other such factors as may be necessary in the circumstances;
 - 9.1.6 To work with any Proponent who's Proposal, in the opinion of the Management, is in the best interest of the Township;

9.1.7 To cancel or reissue the RFP without any changes, in the event that only one compliant response is received, and/or if the fees submitted exceed the estimated budget for this Service.

- 9.2 All Proposals must be submitted in **THREE** (3) copies, enclosed in a sealed envelope or appropriate packaging addressed to Director of Community Safety Services, Township of Esquimalt, 1229 Esquimalt Road, Esquimalt, British Columbia, V9A 3P1. The name and address of the Proponent must appear on the outside of the packaging, and the packaging must display the Request for Proposal title, due date, and time.

Closing date: Friday, December 13th, 2019

Time: 2:00 p.m. local time

- 9.3 A Proposal will not be considered if it is deemed to be incomplete in any fashion or unsigned by the appropriate authority.
- 9.4 Any Proposal received after the hour and date specified will not be considered and will be returned unopened.
- 9.5 Telephoned, e-mailed and faxed Proposals will not be accepted.
- 9.6 Modification of a Proposal after submission will cause the return of the Proposal.
- 9.7 Any contract that may be entered into as a result of this Proposal will be subject to the laws of the Province of British Columbia.
- 9.8 It is the responsibility of the Proponent to thoroughly examine these documents and satisfy itself as to the full requirements of this RFP.
- 9.9 While the Township has used considerable effort to ensure an accurate representation of information in this RFP, the information contained herein is supplied solely as a guideline for proponents. The information is not guaranteed to be accurate, nor is it necessarily comprehensive or exhaustive. The Township will assume no responsibility for any oral information or suggestion(s).
- 9.10 Proponents are solely responsible for their own expenses in preparing a response and for subsequent negotiations, if any. If the Township elects to reject all responses, the Township will not be liable to any Proponent for any claims, whether for costs or damages incurred by the Proponent in preparing the response, loss of any anticipated profit in connection with any final contract, or any other matter whatsoever.
- 9.11 All documents, reports, Proposal submissions, working papers or other materials submitted to Township shall become the sole and exclusive property of the Township and as such, are subject to Freedom of Information Legislation. To request documentation confidentiality,

proponents must submit a covering letter, with their Proposal, detailing the specifics of their request.

- 9.12 Except as expressly and specifically permitted in these Instructions to Proponents, no Proponent shall have any claim for any compensation of any kind whatsoever, as a result of participating in the RFP, and by submitting a Proposal each Proponent shall be deemed to have agreed that it has no claim.
- 9.13 The Proponent warrants that the Proponent is not employed by the Township, nor is an immediate relative of such an employee, if the goods or services to be supplied under this Proposal are intended to be supplied to the department in which such employee works.
- 9.14 If the Proponent is a company, the Proponent warrants that none of its officers, directors or employees with authority to bind the company are immediate relatives of employees of the Township, if the goods or services to be supplied under this Proposal are intended to be supplied to the department in which such employee works.
- 9.15 In this section "Immediate Relative" means a spouse, parent, child, brother, sister, brother-in-law, or sister-in-law of a municipal employee.
- 9.16 If any director, officer, employee, agent or other representative of a Proponent makes any representation or solicitation to any Mayor, Councillor, officer or employee of the Township with respect to the Proposal, whether before or after the submission of the Proposal, the Township shall be entitled to reject or not accept the Proposal.
- 9.17 Any and all addendums to this Proposal opportunity will be posted on the Township's website at www.esquimalt.ca, on BC Bid provincial government site at www.bcbid.gov.bc.ca and at www.civicinfo.bc.ca. It is the sole responsibility of participants to make sure that they are in receipt of all addendums prior to the RFP closing.
- 9.18 The key personnel named in the Proponent's RFP response, shall remain in these key positions throughout the term of the Service. In the event that key personnel leave the firm, or for any reason are unable to continue fulfilling their role, the Proponent must propose a suitable replacement, and obtain written consent from the Township. Acceptance of the proposed replacement is at the sole discretion of the Township.
- 9.19 Proponents responding to this competitive process agree to the terms and conditions of the Proposal opportunity as issued by the Township. Submissions shall not contain any alterations to the posted document other than entering data in the spaces provided or including attachments as necessary. Participants who alter the document as issued may be disqualified from this competition.

- 9.20 The Proponent shall indemnify and save harmless the Township and its officials, officers, employees and agents from any claim, lawsuit, liability, debt, demand, loss or judgment (including costs, defense expense and interest) whatsoever and howsoever arising either directly or indirectly as a result of the granting of this contract or the use of the Township's property or facilities.
- 9.21 The Proponent shall waive all rights or subrogation or recourse against the Township as a result of the granting of this contract or the use of the Township's property or facilities.
- 9.22 The Proponent shall indemnify and pay to the Township promptly, on demand for any loss or damage to the Township's property and facilities arising either directly or indirectly as a result of the use of the property or facilities under the terms of this contract.
- 9.23 The successful Proponent must possess an inter-municipal or non-resident business licence and will be required to provide evidence of same.
- 9.24 The Proponent must be registered and remain in good standing, throughout the terms of this contract with the WorkSafeBC and will be required to provide evidence of same.

9.25 Insurance

- 9.25.1 The Proponent shall, at his own expense, provide and maintain during the term of the Contract the following insurance in a form acceptable to the Township with an insurer licenced in British Columbia:
- 9.25.2 The Proponent shall provide and maintain Commercial or Comprehensive General Liability Insurance with a minimum limit of \$5,000,000 inclusive per occurrence, for bodily injury, death and property damage. Such policy shall:
- 9.25.2.1 include the Township and its officers, employees, officials, agents, representatives and volunteers as Additional Insured,
 - 9.25.2.2 include cross liability and a waiver of subrogation or recourse against the Township; and
 - 9.25.2.3 provide thirty (30) days prior written notice of cancellation or reduction in coverage in favour of the Township, to be delivered by registered mail to the attention of the Risk Manager at the address of the Township.

- 9.25.3 The Proponent shall be responsible for any deductibles or reimbursement clauses within the policy.
- 9.25.4 The Proponent shall provide the Township with a Certificate of Insurance prior to the commencement of the Contract and within two weeks of the expiry date of the policy to evidence renewal of the policy and continuous coverage.
- 9.25.5 The Township shall be under no obligation to verify that the required insurance coverage is adequate for the needs of the Proponent.
- 9.26 The successful Proponent will enter into a contract in the format of the attached, including all conditions included in the RFP.
- 9.27 All Proposals shall be irrevocable to remain open for acceptance for at least (60) sixty days after closing time, whether or not another Proposal has been accepted.
- 9.28 **Best Offer**
 - 9.28.1 The Township will notify the successful Proponent that its Proposal has been selected as the Best Offer.
 - 9.28.2 A contract is formed only when the Township enters into an agreement with the selected Proponent who has submitted the Best Offer.