



## **Request for Quotes**

### **Animal (Dog) Control Services Regional District of Nanaimo**

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**Issue Date:**

October 25, 2017

**Closing Date for Response:**

Quotes must be received before 3:00 pm Pacific Time on November 15, 2017

**Closing Location:**

Regional District of Nanaimo  
Main Administration Building – Second Floor  
6300 Hammond Bay Road  
Nanaimo, BC  
V9T 6N2

October 25, 2017

## Request for Quotes

The Regional District of Nanaimo is seeking proposals from qualified and experienced firms to provide Animal (dog) Control Services within the Regional District of Nanaimo.

Sealed responses clearly marked **ANIMAL CONTROL SERVICES** will be received up until 3:00 p.m. on November 15, 2017 at:

Regional District of Nanaimo  
Main Administration Building – Second Floor  
6300 Hammond Bay Road  
Nanaimo, BC  
V9T 6N2

Attention: Tom Armet  
Manager, Building & Bylaw Services

Responders are entirely responsible for ensuring that their submissions are received on or before the due date and time outlined above. Faxed responses will not be accepted.

Responses must remain valid for 90 days following the closing time and date. Responses are irrevocable after the closing time and date.

In the event that there is a discrepancy between any unit pricing and any written dollar amount in the proposal the unit pricing will prevail. Proposals that are unsealed, conditional, illegible, obscure contain arithmetical errors, erasures, alterations, or irregularities of any kind may, at the discretion of the RDN, be declared disqualified.

The Regional District of Nanaimo (RDN) reserves the right to reject any and all proposals for any reason or to accept a proposal in whole or in part on the basis of proposals received which the RDN, in its sole unrestricted discretion deems most advantageous to itself. The lowest or any proposal may not necessarily be accepted. The proponent acknowledges the RDN's rights under this clause and absolutely waives any right of action against the RDN for the RDN's failure to accept its proposal whether such right of action arises in contract, negligence, bad faith or any other cause of action. The acceptance of any proposal is subject to funds being legally available to complete this transaction and/or approval by the Board of the RDN or the officer or employee of the RDN having authority to accept the proposal.

The RDN reserves the right to cancel this Request for Quotes at any time and for any reason, and will not be responsible for any loss, damage, cost or expense incurred or suffered by any Proponent as a result of such cancellation.

The RDN reserves the right to modify the terms of the Request for Quotes at any time at its sole discretion. Such modifications will be communicated to all Proponents through formal addenda.

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The RDN reserves the right to enter into negotiations with one or more Proponents concerning the terms and conditions of the Services to be provided, and expressly reserves the right through such negotiations to request changes, alterations, additions or deletions from the terms of any Proposals received.

Proponents are solely responsible for their own expenses in preparing a proposal. If the RDN elects to reject all proposals, the RDN will not be liable to any proponent for any claims for costs or damages incurred by the proponent in preparing the proposal, loss of anticipated profit in connection with a final agreement, costs for returning unopened proposals, or any matter whatsoever.

Unless otherwise requested in writing by Tom Armet, Manager, Building & Bylaw Services, a proponent must not contact or communicate with any elected or appointed officer or employee of the RDN other than Mr. Armet in relation to the proposal prior to the award of such proposal by the RDN Board or the officer or employee of the RDN having authority to accept the proposal. Any such communication will result in disqualification of the proposal from further consideration.

All documents, including proposals, submitted to the RDN become the property of the RDN. Each proposal should clearly identify any information that is considered to be confidential or proprietary information.

The RDN is subject to the provisions of *The Freedom of Information and Protection of Privacy Act*. As a result, while Section 21 of the *Act* does offer some protection for third party business interests, the Regional District of Nanaimo cannot guarantee that any information provided to the RDN can or will be held in confidence.

Further information regarding the specifications in this solicitation may be obtained from:

Tom Armet  
Manager, Building & Bylaw Services  
6300 Hammond Bay Road  
Nanaimo, BC V9T 6N2

250-390-4111 (telephone) or toll free 877-607-4111  
Email [tarmet@rdn.bc.ca](mailto:tarmet@rdn.bc.ca)

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## ANIMAL CONTROL SERVICES IN THE REGIONAL DISTRICT OF NANAIMO

### GENERAL CONDITIONS AND SPECIFICATIONS OF THE CONTRACT

#### SCOPE OF THE WORK:

The Contract consists of providing enforcement of the following bylaws relating to the control of dogs within the Electoral Areas of the Regional District of Nanaimo (RDN), in accordance with the Contractor Duties as outlined in the Terms of Reference:

- ***Animal Control and Licensing Bylaw No. 939***, which regulates the control and licensing of dogs in Electoral Areas E, G and H.
- ***Animal Control Bylaw No. 941***, which regulates the control of dogs in Electoral Area F.
- ***Animal Control Bylaw No. 1066***, which regulates the control of dogs in Electoral Areas A, B and C, and the District of Lantzville.

(Proponents may obtain copies of the relevant bylaws from the RDN website or at the RDN Administration Office).

#### QUALIFICATIONS OF PROPONENTS:

- 1) The Contractor must have the necessary experience, qualified personnel, equipment and financial ability to carry out all aspect of the work of this Contract. This criteria will be a major consideration in the selection of the Contractor.
- 2) In order to provide evidence of competence and ability to carry out every aspect of the work, Proponents shall provide a cover letter outlining their experience, qualifications, equipment, facilities, and the proposed annual cost in years 1 to 3 for services as outlined in Terms of Reference. The cover letter should also include any additional services or efficiency measures suggested by the Proponent.

#### EVALUATION PROCESS:

- 1) An evaluation committee made up of RDN staff will review proposal submissions. The RDN reserves the right to accept any or none of the proposals submitted and will evaluate proposals based on the best value offered to the RDN and not necessarily the lowest price.
- 2) Evaluation criteria is included in the following Terms of Reference.
- 3) The RDN reserves the right to seek clarification of any proposal for the purpose of identifying and eliminating minor irregularities and informalities.
- 4) The RDN reserves the right to conduct a pre-selection interview with Proponents. The purpose of the meeting would be to have the Proponent explain and clarify their proposal, to assist the evaluation team in evaluating each proposal.

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## TERMS OF REFERENCE:

### 1. CONTRACT TERM

- 1) The term of the Contract shall be three (3) years commencing January 1, 2018 and ending December 31, 2020 subject to earlier termination as herein provided.
- 2) Provided that the Contractor has complied with all the terms of the Contract to the satisfaction of the RDN, the Contractor shall have the option to request to renew the agreement after the three (3) year term, for one (1) further two (2) year period on the same terms and conditions as herein contained.

### 2. CONTRACTOR DUTIES – GENERAL

#### The Contractor will:

- 1) Operate and perform the duties and responsibilities of the Animal Control Officer on behalf of the RDN.
- 2) Maintain the operation of an animal shelter.
- 3) Employ an appropriate number of trained animal control officers and personnel to adequately respond to complaints and enforcement issues related to dog control in the Electoral Areas.
- 4) Ensure that all impoundment facilities meet Veterinary Standards, including a suitable area for the impoundment of dangerous dogs.
- 5) Provide for the euthanasia of dogs by a veterinarian when deemed necessary.
- 6) Ensure that no dogs will be released for research purposes whether alive or dead.
- 7) Arrange for veterinary care for those dogs so requiring the same when impounded and will bear the costs of this if no owner can be found for the dog.
- 8) Diligently enforce the provisions of the Animal Control Bylaws and make recommendations to RDN staff on matters requiring dangerous dog designations and the commencement of legal proceedings, including the issuance of tickets and necessary court appearances.
- 9) Provide all equipment necessary for the performance of its obligations under the Contract, including but not limited to marked vehicles, mobile and telephone communication.
- 10) Provide a 24/7 toll free telephone complaint line for the residents of the Electoral Areas.
- 11) Allow officers and employees of the RDN, at all reasonable times, to access to all records, books and documents maintained by the Contractor under this Agreement.
- 12) Ensure that all staff of the Contractor are thoroughly informed of policies and regulations of the RDN pertaining to Animal Control Bylaws.
- 13) Permit the use of its name and telephone number in all advertising of the RDN relating to the enforcement of Animal Control Bylaws.
- 14) Comply with all Bylaws of the RDN, and of the municipal jurisdiction in which the Shelter is located (if applicable), and all relevant Federal and Provincial laws.

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- 15) Maintain a detailed electronic records system of complaints received and investigations conducted by the Contractor.

**3. CONTRACTOR DUTIES – BYLAW 939 - ELECTORAL AREAS E, G, H  
(Nanoose Bay, Shaw Hill, Qualicum Bay, Deep Bay, Bowser)**

In addition to the Contractor duties outlined in Section 2 (1) through (15), the Contractor will:

- 1) Provide uniformed animal control officers to patrol and respond to complaints about the licensing and control of dogs in Electoral Areas E, G and H as they relate to the enforcement of Bylaw No. 939, for up to thirty (30) hours per week.
- 2) Sell on behalf of the RDN, dog licenses as authorized by Bylaw No. 939.

**4. CONTRACTOR DUTIES – BYLAW 941 - ELECTORAL AREA F  
(Coombs, Hilliers, Englishman River)**

In addition to the Contractor duties outlined in Section 2 (1) through (15), the Contractor will:

- 1) Provide uniformed animal control officers to patrol and respond to complaints about the control of dogs in Electoral Area F as they relate to the enforcement of Bylaw No. 941, for up to three (3) hours per week.

**5. CONTRACTOR DUTIES – BYLAW 1066 - ELECTORAL AREAS A, B, C  
(Cedar, Cassidy, Yellowpoint, South Wellington, Gabriola Island, Extension, Arrowsmith-Benson, East Wellington, Pleasant Valley, and the District of Lantzville)**

In addition to the Contractor duties outlined in Section 2 (1) through (15), the Contractor will:

- 1) Provide uniformed animal control officers to patrol and respond to complaints about the control of dangerous dogs and confined stray dogs as they relate to the enforcement of Bylaw No. 1066 for up to four and a half (4.5) hours per week per Electoral Area and District of Lantzville or eighteen (18) hours per week for all of the Electoral Areas and the District of Lantzville.

**6. SAFETY**

All services provided must be in accordance with all laws, regulations and requirements of WorkSafe BC and Occupational Health and Safety Regulations.

**7. PAYMENTS, FEES AND OTHER CHARGES**

**The Contractor will:**

- 1) Deposit to the RDN all fines received by the Contractor from the owners of dogs pursuant to the provisions of RDN Bylaws, except for impound or maintenance fees, on a weekly basis or as to be negotiated by the parties.
- 2) Deposit to the RDN all dog license revenue collected, on a weekly basis or as to be negotiated by the parties.

- 3) Deliver to the RDN on or before the 15th day of every month a written statement on all matters dealt with in relation to the enforcement of RDN Animal Control Bylaws.
- 4) Deliver to the RDN on or before February 15 of every year during the term of the agreement an annual audited statement of the Contractors Revenue and Expenditures for the period ending December 31, for the preceding year.

## 8. INDEPENDENT CONTRACTOR

The Contractor shall at all times be and remain an independent contractor with the RDN. Nothing in the Contract shall constitute a joint venture by the parties.

## 9. EVALUATION CRITERIA

Proposals will be reviewed and evaluated by RDN staff and rated as follows:

### Maximum Score Criteria:

- 10 Credentials and references.
- 10 Experience is relevant and extensive.
- 15 Facilities, equipment and staff meets the requirements in Contractor Duties.
- 5 Additional services or efficiency measures included in Proposal.
- 10 Annual fee supports the required service levels and provides good value to the RDN.
- 50 Total**

## 10. INDEMNITY

- 1) The Contractor will take out and maintain a policy of general public liability insurance against claims for bodily injury, death or property damage arising out of the performance of its covenants under this Contract in an amount not less than \$3,000,000 per single occurrence and provide a copy of such policy and any renewals thereof.
- 2) The Contractor will indemnify and save harmless the RDN from and against any and all actions, causes of actions, suits, demands, losses, costs or expenses of any nature or kind whatsoever which the RDN may sustain, incur or be put to arising out of the neglect or otherwise of the Contractor in the performance of the covenants on its part to be performed pursuant to the terms of this Contract.
- 3) The RDN recognizes the importance to Proponents that their submission information may be confidential; otherwise they may be reluctant to disclose such information. The RDN will endeavor to respect and protect the confidentiality of such information and will treat it as supplied in confidence within the meaning of section 21 of the Freedom of Information and Protection of Privacy Act.