



The Corporation of the Township of Tay

Request for Proposal for the following:

Contract Number 2018-25

Canine Pound Keeping

Proposals will be received by the undersigned at the Township of Tay Municipal Office, 450 Park Street, Victoria Harbour, ON L0K 2A0

Contract Closing: 2:00 p.m.

April 6, 2018

Proposal packages can be obtained online at: www.biddingo.com/tay

All proposals will be held confidentially until the time of the opening. For results of the process, see the Township website following the opening. www.tay.ca

The lowest or any proposal not necessarily accepted.

For inquiries, please contact the undersigned.

Brian Thomas, Fire Chief/CEMC
The Township of Tay
450 Park Street
P.O. Box 100
Victoria Harbour, ON, L0K 2A0
Phone: (705) 534-7248 ext. 245
bthomas@tay.ca



The Corporation of the Township of Tay

P.O. Box 100, 450 Park Street
Victoria Harbour, ON L0K 2A0

Request for Proposal

Canine Pound Keeping

Proposal Number 2018-25

RFP Closing: April 6, 2018

ATTENTION BIDDERS

PLEASE READ THIS

All submissions of this RFP are to include the following documents:

- Proposal Form with required documentation
- Bidder Information Form
- Ability & Experience Form
- Proof of Liability Insurance/WSIB Coverage

Failure to include or complete any one document listed above will disqualify the vendor from the RFP process without notice from the Township of Tay.

Vendors are responsible for the proper delivery of their submission and **requests for extensions of time will not be granted.**

The preceding "disqualification" determination will be made by the Corporation's representatives upon opening of the sealed package. All submissions not disqualified at the time of opening will be subject to further review by the Corporation and may be subject to disqualification on other grounds.

1. General Conditions

1.1 Form of Proposal

All proposals must be **submitted upon the documents provided, duly completed and signed (where applicable)**, placed in a **sealed envelope** labeled "2018-25 Canine Pound Keeping" and must include:

- Proposal Form with required documentation
- Bidder Information form
- Ability & Experience Form
- Proof of Liability Insurance/WSIB Coverage

Each submission shall include two paper originals of the proposal in a sealed envelope.

1.2 Proposal Schedule & Closing

The Proposal shall be received, date and time stamped, and be in the possession of the Township of Tay 450 Park Street, Victoria Harbour, ON, L0K 2A0 at or before **2:00 p.m. local time**, on the specified closing date.

The following is the schedule for this RFP:

Issue Date of RFP	March 7, 2018
Bidder’s Deadline for Questions	March 30, 2018
Deadline for Bidder Submissions (RFP Closed)	April 6, 2018

Late Submissions - Proposals received after the official closing time indicated above will not be considered during the selection process and will be returned unopened to the respective bidder.

Electronic Submissions Electronically transmitted submissions (facsimile, e-mail, etc.) will **NOT** be accepted for this quotation.

1.3 Definitions

- “Bidder”** shall mean any eligible entity providing a proposal
- “Corporation”** shall mean the Corporation of the Township of Tay

“Owner” shall mean the Corporation of the Township of Tay

“Successful Bidder” shall mean, in the event of an award, the selected bidder

“Vendor” shall mean, in the event of an award, the selected bidder

1.4 Completion of the Proposal/Required Documentation

The proposal should be submitted in a straightforward format but must include the following elements:

- (a) A fee proposal with an upset limit for the project as described within the RFP.

1.5 Acceptance or Rejection of Proposals

- (a) The Corporation reserves the right to reject any or all proposals. The lowest or any proposal will not necessarily be accepted. The acceptance of a proposal will be contingent upon an acceptable proposal, record of ability, experience, and previous performance as outlined herein.
- (b) The Corporation shall not be responsible for any liabilities, costs, expenses, loss or damage incurred, sustained or suffered by any Bidder prior or subsequent to or by reason of the acceptance or the non-acceptance by the Corporation of any proposal or by reason of any delay in the acceptance of a proposal except as provided in the request for proposal.
- (c) The proposal offer shall be irrevocable for a period of ninety calendar days following the date of proposal closing.

1.6 Protection & Ownership of Information

Any information submitted as a response to this Request for Proposal will be treated according to relevant provisions of the *Municipal Freedom of Information and Protection of Privacy Act* (MFIPPA). As a result, it will be used solely for the purposes stated in this Request for Proposal. If the proponent considers any information that is submitted to be confidential in nature, this must be clearly indicated.

1.7 Proposal Award Procedures

Unless stated otherwise the following procedures will apply:

- (a) The Corporation will notify the successful Bidder of the award within ninety calendar days of the proposal opening.

- (b) Notice of acceptance of proposal shall be by written notice.
- (c) Immediately upon acceptance of the proposal by the Corporation, the successful Bidder shall provide the Corporation with any required documents within ten (10) calendar days of the date of notification of the award.
- (d) Following receipt of any documents, the Vendor will receive written authority to proceed with the order.

1.8 Responsibility for Damages

The vendor shall indemnify and save harmless the Corporation of the Township of Tay from and against all claims, demands, loss, cost, damages, actions, suits or other proceedings by whomsoever made, brought by or prosecuted by, or attributed to any such damages, injury or infringement as a result of activities under this proposal.

1.9 Ability & Experience of Bidder

It is not the purpose of the Corporation to award this proposal to any bidder who does not furnish satisfactory evidence of possessing the ability, experience and authorization in the delivery of such product(s) to ensure acceptable performance and completion of the proposal.

1.10 Performance

Any undue delays and/or costs incurred by the Corporation due to inefficiencies in, or lack of, performance on behalf of the successful bidder shall be deemed to be the responsibility of that bidder and as such will be deducted from the payment for the product or services.

1.11 Limited Liabilities

The Corporation's liability under this Request for Proposals shall be limited to the actual goods/services ordered and provided.

1.12 Assignment

The successful bidder is not permitted to assign this award, nor any work to be performed under this award, or any part thereof, without the prior written consent of the Corporation. Such written consent shall not, under any circumstances, relieve the successful bidder of any liabilities and/or obligations under this award. Such consent for an assignment will be at the sole discretion of the Corporation and shall not be unreasonably withheld by the Corporation.

The *Occupational Health & Safety Act*, and Regulations, and as may be amended from time to time, shall govern the operation of this project.

Responsibility for compliance with the Act and Regulations rests exclusively with the bidder and may be subject to scrutiny by Township authorities. Regulations are available from the Ministry of Labour offices.

1.13 Indemnification

In carrying out these works, the successful bidder agrees to indemnify and save harmless the Township, its officials, officers, employees and agents against any and all actions, causes of action, interest, claims, costs, damages, demands, expenses including defence costs or loss that may be brought, made or which may arise in respect of anything done or omitted to be done by the bidder's employees or agents who shall be, and remain at all times and for all purposes, the servants or employees of the bidder.

The successful bidder furthermore covenants that the indemnity herein contained shall extend to all claims, loss, costs and damages by reason of or arising out of improper or faulty work performed in connection with this Agreement by the successful bidder, its servants or agents, whether or not these have been approved by the Township, its servants or agents. The rights to indemnity contained in this paragraph shall survive any termination of this Agreement, anything in this Agreement to the contrary notwithstanding.

1.14 Insurance

The successful consultant will be required to provide the following insurance:

1.1 Comprehensive General Liability and Automobile Insurance:

The Insurance Coverage shall be \$2,000,000 for General Liability and \$2,000,000 for Automobile Insurance. When requested, the Consultant shall provide the Township of Tay proof of Comprehensive General Liability and Automobile Insurance (inclusive limits) for both owned and non-owned vehicles.

1.2 Changes in Coverage:

It is understood and agreed that the coverage provided by these policies will not be changed or amended in any way, nor cancelled by the Consultant until sixty days after written notice of such change or cancellations has been personally delivered to the client.

1.15 Workplace Safety & Insurance Board

The proponent shall supply a Certificate from the Workplace Safety and Insurance Board (WSIB) prior to the start of any contract for work indicating that all of the assessments the Consultant or designate is liable to pay under the Workplace Safety and Insurance Act or successor legislation have been paid and they are in good standing with the Board.

1.16 Cancellation

- (a) The Corporation reserves the right to immediately terminate the award without cause, at its own discretion, for reasons including but not limited to such items as non-performance, late deliveries, inferior quality, pricing problems, etc.
- (b) Either party may terminate the contract by giving the other party sixty days written notice, giving reasons acceptable to the other. A period of less than sixty days to terminate the contract may be negotiable if mutually agreeable among the parties involved in the contract.

1.17 Terms of Payment

One interim invoice not to exceed 50% of the project value will be processed. The remaining fees will not be considered for payment until after all deliverables have been received and approved.

The normal terms of payment for the Corporation will be net thirty (30) calendar days. Invoices shall be forwarded to the attention of:

The Corporation of the Township of Tay
ATTENTION: Fire Chief/CEMC
450 Park Street, P.O. Box 100
Victoria Harbour, Ontario
L0K 2A0

Harmonized Sales Tax (HST) - H.S.T. is applicable and is NOT to be included on the proposal prices.

1.18 Accessibility

The Township is committed to the accessibility principles of preventing and removing barriers in accessing goods and services for people with disabilities and is bound by the Standards under the *Accessibility for Ontarians with Disabilities Act, 2005* as may be amended from time to time.

Regulations enacted under the Act apply to every designated public sector organization and other third parties that provide goods and services to the members of the public.

The proponent, and all sub-contractors hired by the proponent in the completion of its work, will meet or exceed compliance with all applicable regulations under the *Accessibility for Ontarians with Disabilities Act, 2005* as may be amended from time to time.

It is the proponent's responsibility to ensure they are fully aware of, and meet all requirements under the Act, including any requirements that may apply to the proposed software solution.

1.19 Regulation Compliance & Legislation

The vendor shall ensure all services and products provided with respect to this proposal are in accordance with and under the authorization of all applicable authorities, Municipal, Provincial and Federal legislation, including but not limited to:

- The Occupational Health & Safety Act and its regulations
- Revised Regulations of Ontario (RRO), Regulation 23 under the Animals for Research Act and any costs associated with establishing the Pound.

1.20 Inquiries, Omissions, Discrepancies & Interpretations

Should a bidder find omissions from or discrepancies in any of the documents or should the bidder be in doubt as to the meaning of any part of such documents, the bidder should notify the designated person, in writing, without delay. If the designated person considers that a correction, explanation or interpretation is necessary or desirable an addenda will modify any of the requirements or provisions of the proposal documents.

Inquiries are to be directed to:

Brian Thomas
Fire Chief/CEMO
(705) 534-7248 ext. 245

bthomas@tay.ca

Scope

2.1

The Township of Tay is requesting proposals for Canine Pound Keeper.

This includes (but is not limited to):

- (a) To provide at its expense a canine shelter, at not cost to the Township, capable of providing adequate accommodation for all canines impounded from the Township geographical region and of meeting the requirements set for this type of building by the Bidder and the Animals for Research Act as it relates to Pounds.
- (b) To receive, impound and hold for claiming by the owners, any canine delivered to the bidder's animal shelter by the Township Canine Control officer.
- (c) To grant 24 hour access to the shelter, to qualified Township personnel, who will complete the required forms and ensure the premises is secure upon exiting.
- (d) To contact the canine owner and charge the canine owner such pound and other fees as may be appropriate.
- (e) To dispose of all canines impounded which become the property of the Corporation or to place such impounded canines into the Bidder's program, in accordance with Canine Control by-laws of the Corporation and the laws of the Province of Ontario.
- (f) To provide and install all the equipment necessary for the proper operation of the canine shelter and in particular to supply the equipment necessary to humanely destroy unwanted to unclaimed canines. Such equipment must meet the standards set by the Canadian Kennel Association and the Animals for Research Act.
- (g) To keep the shelter open and in operation on such days and at such hours as shall from time to time be agreed upon between the parties to ensure that the owners of impounded canines have reasonable opportunity to reclaim such canines.
- (h) To deliver to the Township on a monthly basis a written statement of the operations of the shelter as it relates to the canine shelter contract, showing the number of impounded canines received at the shelter and the disposal of canines, and to provide regular updates to the Municipality regarding dog tags issued.

- (i) To provide a twenty-four (24) hour answering service to assist the public.
- (j) To indemnify and save harmless the Township in respect to all charges, costs, expenses and claims whatsoever, in connection with the operation of the shelter.
- (k) To keep the building insured for fire and to keep the Bidder and the Township properly insured in respect to public liability and property damage, including claims in respect to injury and loss and/or death of any canine in the following amounts:

Public Liability Property Damage	\$2,000,000.00
Erroneous Death or Injury to a Canine	\$ 25,000.00

Proof of such insurance coverage shall be supplied to the Corporation.

- (l) To appoint the Bidder as Canine Pound Keeper for the Township with the duties of such Pound Keeper to be exercised by the Bidder to impound any canine in accordance with the provisions of the Township by-laws.
- (m) To pay the bidder as remuneration for its services as such Pound Keeper effective the 1st day of May 2018 until the 30th day of April, 2019, with the option to renew every year for two years.
- (n) To grant to the Bidder the right to dispose of all canines impounded which becomes the property of the Township in accordance with the Township by-laws.
- (o) To grant the Bidder the right to collect pound fees and boarding fees as they see fit from the canine owner.
- (p) The Township Canine Control Officer will promptly transport injured dogs to a veterinarian if the owner of the dog is unknown or cannot be located in a timely fashion. The Township will be responsible for the payment of all veterinary fees related to said dog, until such time as the owner can be located. If no owner is found, and once the dog has been treated and released from the veterinary clinic, the Canine Control Officer may transport the dog to the Bidder for the duration of the remaining impound period.
- (q) That any medical care required to keep the canine comfortable while they are still the property of the Township will be paid by the Bidder, but will be invoiced to the Township, unless the canine owner is identified and pays restitution to the Bidder.

- (r) This contract shall remain in force for the period indicated unless either party gives notice in writing 90 days prior to the date they wish to terminate this agreement, without cause.
- (s) This contract may be extended each year, through a letter of agreement, with a financial adjustment to reflect an inflationary increase and volume of dogs impounded.

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Evaluation

The Township of Tay will base its evaluation on the following categories:

- (a) Understanding of the project requirements and deliverables;
- (b) Prior similar project experience;
- (c) Project costs/bid price;

The Township reserves the right to enter into further discussion in order to obtain information that will allow the Township to reach a decision with a Bidder, and to waive irregularities and omissions if, in doing so, the best interest of the Corporation will be served.

PROPOSAL FORM

**FOR:
CANINE POUND KEEPING**

AS SUPPLIED BY:

FIRM NAME

ADDRESS

Hereinafter called the "Bidder"

TO: THE CORPORATION OF THE TOWNSHIP OF TAY
450 Park Street, P.O. Box 100
Victoria Harbour, Ontario, L0K 2A0

Hereinafter called the "Corporation"

The Bidder Declares:

1. No person, firm or corporation, other than the bidder, has any interest in this proposal or in the proposed works for which this proposal is made.
2. This proposal is made without any connection, comparison of figures, or arrangements with, or knowledge of any other corporation, firm or person making a proposal for the same work and is in all respect fair and without collusion or fraud.
3. All pricing is quoted in Canadian currency.
4. No member of the Council and no officer or employee of the Corporation of the Township of Tay is or will become interested directly or indirectly as a contracting party, partner, shareholder, surety or otherwise in or in any portion of the profits thereof, or in any of the monies to be derived therefrom.

5. That the price includes the provision of all necessary materials and personnel and the Bidder covenants that their personnel are competent, properly trained and familiar with the Occupational Health and Safety Act.
6. That the Bidder will agree to take responsibility for any health and safety violations as well as the cost to defend such charges as a result of any violation.
7. The Bidder shall furnish the Township with evidence from the Workplace Safety and Insurance Board stating that all dues and assessments payable under the Workers Safety and Insurance Act with respect to the Bidder's employees or operations has been complied with.
8. That the Bidder has liability insurance coverage in the amount of two million dollars (\$2,000,000), that the Township of Tay is named as an "Additional Insured Name" for the purpose of completing the proposed scope of works described hereto and the Bidder agrees to provide proof of insurance upon acceptance of the tender by the Township.
9. This Document will be attached as Schedule A to the Form of Agreement once the contract has been executed between both parties.
10. To furnish all labour, and materials for the Total Bid Price of:

\$ _____ dollars

Total Bid Price excluding HST, in writing

\$ _____

Total Bid Price excluding HST, in numbers

Date: _____ Signed: _____

Per Company

Please Print Name

Position Held

NOTE: if the Bidder is a limited company, then this offer must be signed by the signing Officers.

BIDDER: _____ DATE: _____

SIGNATURE: _____

LOWEST OR ANY PROPOSAL NOT NECESSARILY ACCEPTED

BIDDER INFORMATION FORM

**BIDDERS MUST COMPLETE THIS FORM
& INCLUDE WITH THE PROPOSAL SUBMISSION.**
Please ensure all information is legible.

1.	Bidder's Contact Individual	
2.	Name of Bidding Organization	
3.	Office Phone #	
4.	Toll Free #	
5.	Cellular #	
6.	Pager #	
7.	Fax #	
8.	E-Mail Address	
9.	Website	
10.	HST Account #	

BIDDER'S ABILITY & EXPERIENCE FORM

The Bidder shall provide the below information on other customers having purchased the services being offered within this proposal. Preference given for public sector references.

CONTACT #1	
Customer	
Contact (including telephone #)	
Total Award Value	
Additional Comments (optional)	

CONTACT #2	
Customer	
Contact (including telephone #)	
Total Award Value	
Additional Comments (optional)	

CONTACT #3	
Customer	
Contact (including telephone #)	
Total Award Value	
Additional Comments (optional)	

BIDDER: _____ DATE: _____

SIGNATURE: _____