



# FORT ST JAMES

DISTRICT

## DISTRICT OF FORT ST. JAMES

Request for Proposals

### ANIMAL CONTROL SERVICES

<b>Opportunity ID:</b>	RFP2024-004
<b>Issue Date:</b>	November 1, 2024
<b>Closing Date and Time (Pacific Time):</b>	November 29, 2024 4:00 PM PST
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## 1. Summary of the Opportunity

The District of Fort St. James is seeking proposals from qualified Proponents to provide Animal Control Services, including dog control and management of impounded animals, as per the District's Animal Control Bylaw and SPCA standards.

Further details as to the scope of this opportunity and the requirements can be found within this RFP.

## 2. RFP Process Rules

### 2.1 Definitions

Throughout this RFP, the following definitions apply (and the singular is interchangeable with the plural). Some definitions contain cross references to other defined terms of like meaning that may be found in BC Bid.

**"Addenda"** means all additional information regarding this RFP including Amendments to the RFP. The "Addenda" menu tab is located on the left margin of the specific opportunity in the BC Bid application. Suppliers may need to select and set the symbol denoted as ">>" to reveal the menu tab items.

**"Amendment"** means a change to the RFP that results in posting an updated version of the RFP requiring Proponents to submit a new Proposal to the RFP as amended. Amendments will be noted in the amendment reason section of the "Overview" menu tab located on the left margin of the specific opportunity in the BC Bid application. Suppliers may need to select and set the symbol denoted as ">>" to reveal the menu tab items.

**"BC Bid"** means BC Bid located at <https://www.bcbid.gov.bc.ca>.

**"Business BCeID"** means a password ID that is required if a Proponent intends to prepare and submit Proposals electronically using BC Bid. See <https://www.bceid.ca/> for more information.

**"Closing Date and Time"** means the closing time and date for this RFP as set out in the "RFP general information" section of the "overview" menu tab; and as initially set out on the cover page to the RFP.

**"Closing Location"** means, as applicable, the hard copy delivery location; email address; or BC Bid for the submission of Proposals as indicated in the "delivery of submissions" section of the "overview" menu tab; and as initially set out on the cover page to the RFP.

**"Contract"** means a written agreement executed by the District and the Contractor as a result of this RFP.

**"Contractor"** means the successful Proponent to the RFP who enters into a Contract with the District.

**"Enquiries Deadline"** means the preferred cut-off date for supplier questions set out on the "overview" tab within BC Bid. Supplier questions received after this date, if applicable, may not be answered.

**“Issue Date”** means the date the RFP was posted to BC Bid as set out in the “RFP general information” section of the “overview” menu tab; and as initially set out on the cover page to the RFP.

**“District”** means the District of Fort St. James.

**“must”, or “mandatory”** means a requirement that must be met in order for a Proposal to receive consideration.

**“Official Contact”** means the individual named on the “opportunity details” menu tab for the RFP serving as the official RFP contact person for the District; and as initially set forth on the cover page of this RFP.

**“Proponent”** means a single legal entity with the legal capacity to contract (excluding its parent, subsidiaries or other affiliates) or natural person with the legal capacity to contract, that submits a Proposal, (see also “You” and “Your”).

**“Proposal”** means a written response to the RFP and includes the information and documentation, if any, required by the applicable Response Form(s), including the Appendix B – Proposal Response Form and if required, the Appendix C Submission Declaration Form that is submitted by a Proponent (see also “Submission”).

**“Request for Proposals” or “RFP”** means this solicitation process described on BC Bid, including any attached or referenced appendices, schedules or exhibits and as may be modified in writing from time to time by the District by Addenda.

**“Response Form”** means the Appendix B: and any other document that is required to be submitted, if any, as part of a Proposal, including, if applicable, the Submission Declaration Form.

**“RFP”** has the same meaning as RFP as the term may appear in BC Bid, the Submission Declaration Form or BC Bid pop-up advisories associated with submitting a Proposal.

**“should”, “may” or “weighted”** means a requirement having a significant degree of importance to the objectives of the Request for Proposals.

**“Submission”** as used in the Submission Declaration and within BC Bid and its pop-up advisories related to this RFP has the same meaning as Proposal.

**“Submission Declaration Form”** means the form so identified and named in the RFP for use with Proposals submitted by email or hard copy delivery if such submission methods are allowed by the RFP.

**“You” and “Your”** as used in the Submission Declaration Form and any pop-up advisories related to this RFP has the same meaning as Proponent.

## **2.2 Acceptance of Terms and Conditions**

Submitting a Proposal indicates acceptance of all the terms and conditions set out in the RFP, including all appendices, Addenda and these RFP process rules.

A Proposal must be signed by a person authorized to sign on behalf of the Proponent with the intent to bind the Proponent to the RFP and to the statements and representations in the Proponent's Proposal:

- a) For Proposals submitted by a Proponent with a Business BCeID that is registered to submit its Proposal electronically through BC Bid, clicking the "I Agree and Submit" button that follows the pop-up advisory associated with Proposal submission constitutes the signature of the Proponent and is acceptable without additional signature. By submitting its Proposal electronically through BC Bid, the Proponent is agreeing to the terms and conditions of the RFP.
- b) For Proposals submitted by hard copy to a physical address or Proposals submitted by email, Proponents must complete and submit the Submission Declaration Form (Appendix C) that is available for download and located in the "RFP documents" section of the "overview" menu tab for the RFP.

### **2.3 Submission of Proposals**

- a) Proposals must be received before the Closing Date and Time at the Closing Location using one of the permitted submission methods specified on the cover page of this RFP or as may be set out in the "delivery of submissions" section of the "overview" menu tab of this RFP. Proposals must not be sent in a manner not authorized by the RFP, except in the circumstances set out in the paragraph g) in this section below. The Proponent is solely responsible for ensuring that, regardless of the submission method selected, the District receives a complete Proposal, including all attachments or enclosures, before the Closing Date and Time.
- b) For electronic submissions (BC Bid or email), the following applies:
  - i) The Proponent is solely responsible for ensuring that the complete electronic Proposal, including all attachments, is received before Closing Date and Time;
  - ii) The maximum size of any attachment uploaded to BC Bid electronically, is required to be 500 MB or less;
  - iii) The maximum size of each email attachment is required to be 20 MB or less (Proponents are solely responsible for ensuring that email Proposal submissions comply with any size restrictions imposed by the Proponent's internet Contractor);
  - iv) Proponents should submit email Proposal submissions in a single email and avoid sending multiple email submissions for the same opportunity. If the file size of an electronic submission exceeds the applicable maximum size, the Proponent may make multiple submissions (BC Bid upload or multiple emails for the same opportunity) to reduce attachment file size to be within the maximum applicable size; Proponents should identify the order and

number of emails making up the email Proposal submission (e.g. "email 1 of 3, email 2 of 3...");

- v) For email Proposal submissions sent through multiple emails the District reserves the right to seek clarification or reject the Proposal if the District is unable to determine what documents constitute the complete Proposal;
  - vi) Attachments must not be compressed, must not contain a virus or malware, must not be corrupted and must be able to be opened. Proponents submitting by electronic submission are solely responsible for ensuring that any emails or attachments are not corrupted. The District may reject Proposals that are compressed, cannot be opened or that contain viruses or malware or corrupted attachments.
- c) The Proponent bears all risk associated with delivering its Proposal by electronic submission, including but not limited to delays in transmission between the Proponent's computer and the Email or BC Bid.
  - d) While the District may allow for email Proposal submissions, the Proponent acknowledges that email transmissions may be unreliable. The Proponent is solely responsible for ensuring that its complete email Proposal submission and all attachments have been received before the Closing Date and Time. If the Email rejects an email Proposal submission for any reason, and the Proponent does not resubmit its Proposal by the same or other permitted submission method before the Closing Date and Time, the Proponent will not be permitted to resubmit its Proposal after the Closing Date and Time. If the Proponent receives any email confirmation from the District that is associated with an email Proposal submission, despite the content of such email, any such email will not serve to confirm that a complete, sufficient, or timely Proposal or other related submission has been made by the Proponent or received by the District.
  - e) For Proposals submitted by email and for hard copy Proposals delivered to a physical address, by submitting a clear and detailed written notice by email to the Official Contact, the Proponent may revise or withdraw its Proposal before the Closing Date and Time. Upon the Closing Date and Time, all Proposals become irrevocable as set out in Section 2.6.

## **2.4 Amendments and Addenda**

Proponents should continually monitor the RFP as published on BC Bid in the event any Amendment or Addenda to the RFP have the effect of requiring a Proponent to submit a new Proposal to the RFP in lieu of any Proposal to the RFP that a Proponent may have submitted before such Amendment or Addenda. All Amendments will be noted in the amendment reason section of the "overview" menu tab on BC Bid. All Addenda will be noted on the "addenda" menu tab.

## **2.5 Late Proposals**

Proposals will be marked with their receipt time at the Closing Location. Only Proposals received and marked before the Closing Date and Time will be considered to have been received on time. Proposals received late will be marked late and not considered or evaluated. In case of a dispute, the Proposal receipt time as recorded by the District at the Closing Location will prevail whether accurate or not.

## **2.6 Proposal Irrevocability**

Proposals will be open for acceptance and irrevocable for at least 90 days after the Closing Date and Time.

## **2.7 Pricing**

Without limiting any terms or conditions set by the District in this RFP, including any applicable Response Form, the following terms and conditions apply to pricing for the RFP:

- a) Prices will be firm for the entire Contract period unless the RFP specifically states otherwise.
- b) Regardless of the allowed Proposal submission method, if unit pricing is required to be proposed and the sum total of that unit pricing is being evaluated, whether or not the Proponent is required to provide a sum total of that unit pricing, so long as all of the required unit pricing components are proposed, if the Proponent has made a mathematical error in adding up the sum total of all required unit pricing, then and in that event the District will compute and take the mathematically correct sum total of the proposed unit pricing for purposes of evaluation and contracting.

## **2.8 Completeness of Proposal**

By submitting a Proposal, the Proponent covenants and warrants that, if the RFP is to design, create or provide a system or manage a program, all components required to run the system or manage the program have been identified in the Proposal or will be provided by the Contractor at no additional charge.

## **2.9 Changes to Proposals**

- a) For Proposals submitted by e-mail and for hard copy Proposals delivered to a physical address, by submitting a clear and detailed written notice by email to the Official Contact, the Proponent may revise or withdraw its Proposal before the Closing Date and Time. Upon the Closing Date and Time, all Proposals become irrevocable as set out in Section 2.6. The Proponent will not change any part of its Proposal after the Closing Date and Time unless requested by the District for purposes of clarification. Proposals cannot be amended after the Closing Date and Time.
- b) For Proposals submitted through BC Bid, in order to amend the Proposal electronically through BC Bid, the Proponent will need to copy the previous submission using the "other actions" menu and submit a new Proposal before the Closing Date and Time.



- c) For Proposals submitted through BC Bid, in order to withdraw a Proposal electronically through BC Bid, the Proponent will need to go to the “submission history” tab and select “submission withdrawn” from the dropdown in the “withdrawn” column of the table on that screen. Withdrawn Proposals cannot be recovered. This must be done before the Closing Date and Time or the Proposal will not have been withdrawn. Proposals cannot be withdrawn after the Closing Date and Time.
- d) In lieu of amending or withdrawing a Proposal in accordance with above subsections b) or c) as applicable (instances where the Proposal was initially submitted electronically through BC Bid), the Proponent may withdraw its Proposal by submitting a clear and detailed written notice by email to the Official Contact before the Closing Date and Time. In the case of an amendment under this subsection d) the Proponent should transmit a complete Proposal containing all revisions sent by email to the Official Contact as a separate attachment; and by doing so the Proponent is reaffirming its agreement to all of the terms and conditions of the RFP, including these RFP process rules.

## **2.10 Conflict of Interest, Unfair Advantage, Bias and No Lobbying**

- a) By submitting a Proposal, the Proponent confirms that the current or past employment or other interests or relationships of the Proponent (including a Proponent’s subcontractors and named personnel, if any) do not create or lead to any actual, potential or perceived conflict of interest, unfair advantage, bias or reasonable apprehension of bias that would favor the Proponent (including a Proponent’s subcontractors and named personnel, if any) with respect to the procurement process. A Proponent may be disqualified if the Proponent’s (including a Proponent’s subcontractors and named personnel, if any) current or past corporate or other interests, may, in the District’s opinion, give rise to an actual or potential conflict of interest, unfair advantage or reasonable apprehension of bias that would favor the Proponent (including a Proponent’s subcontractors and named personnel, if any) and thereby import unfairness into the Procurement process. This includes, but is not limited to, involvement by a Proponent (including a Proponent’s subcontractors and named personnel, if any) in the preparation of the RFP or a relationship with any employee, contractor or representative of the District involved in preparation of the RFP, participating on the evaluation committee or in the administration of the Contract. If a Proponent is in doubt as to whether there might be a conflict of interest, unfair advantage or reasonable apprehension of bias, the Proponent should consult its own advisors and notify and consult with the Official Contact prior to submitting a Proposal.
- b) A Proponent must not attempt to influence the outcome of the RFP process by engaging in lobbying activities. Any attempt by the Proponent to communicate for this purpose directly or indirectly with any employee, contractor, or representative of the District, including members of the evaluation committee and any elected

officials of the District, or with the media, may result in disqualification of the Proponent.

## **2.11 Subcontractors**

- a) Unless the RFP states otherwise, the District will accept Proposals where more than one organization or individual is proposed to deliver the services described in the RFP, so long as the Proposal identifies the lead entity that will be the Proponent and that will have sole responsibility to deliver the services under the Contract. The District will enter into a Contract with the Proponent only. The evaluation of the Proponent will include evaluation of the resources and experience of proposed subcontractors, if applicable.
- b) All subcontractors, including affiliates of the Proponent, should be clearly identified in the Proposal.
- c) A Proponent may not subcontract to a firm or individual whose current or past corporate or other interests, may, in the District's opinion, give rise to a conflict of interest, unfair advantage, bias or reasonable apprehension of bias as set out in RFP section 2.10.
- d) Where applicable, the names of approved subcontractors listed in the Proposal will be included in the Contract. No additional subcontractors will be added, nor other changes made to this list in the Contract without the written consent of the District.

## **2.12 Evaluation**

Proposals will be assessed in accordance with the evaluation criteria and will be by an evaluation committee formed by the District and may include employees and contractors of the District. The District will be under no obligation to receive further information, whether written or oral, from any Proponent.

- a) The District is under no obligation to perform any investigations or to otherwise verify any statements or representations made in a Proposal.
- b) Proposals from not-for-profit agencies will be evaluated against the same criteria as those received from any other Proponents.
- c) The District may consider and evaluate any Proposals from other jurisdictions on the same basis that the government purchasing authorities in those jurisdictions would treat a similar Proposal from a British Columbia supplier.

## **2.13 Contract**

- a) By submitting a Proposal, the Proponent agrees that should its Proposal be successful, the Proponent will enter into a Contract with the District on substantially the same terms and conditions set out in Appendix A: Contract Form and such other terms and conditions to be finalized to the satisfaction of the District, if applicable.
- b) Written notice to a Proponent that it has been identified as the successful Proponent and the subsequent full execution of a written Contract will constitute a Contract for

the goods or services, and no Proponent will acquire any legal or equitable rights or privileges relative to providing the goods or services until the occurrence of both such events.

- c) Proponents should avoid adding content or text to their Proposals that means, or could be construed to mean, that the Proponent does not accept the Appendix A: Contract Form (or any associated content, Schedules, etc.). If a Proposal contains content or text that means, or could be construed to mean, that the Proponent does not accept the Appendix A: Contract Form (or any associated content, Schedules, etc.), such Proposal content or text may result in the Proposal being noncompliant and eliminated from the RFP process.
- d) If an interested supplier has any questions about the form of contract, the supplier should pose any questions to the Official Contact before the Closing Date and Time or, if applicable, any Enquiries Deadline.

In addition, interested suppliers and Proponents should carefully review the entire RFP, including these RFP process rules, including sections 2.2 and 2.3.

#### **2.14 Contract Finalization Delay**

If a written Contract cannot be finalized with provisions satisfactory to the District within thirty days of notification of the successful Proponent, the District may, at its sole discretion at any time, thereafter, terminate discussions with that Proponent and either commence finalization of a Contract with the next qualified Proponent or choose to terminate the RFP process and not enter into a Contract with any of the Proponents.

#### **2.15 Debriefing**

At the conclusion of the RFP process, all Proponents will be notified. Proponents may request a debriefing meeting with the District. At the option of the District, any debriefing meeting will be held by telephone conference or in-person meeting.

#### **2.16 Limitation of Liability and Proponents Expenses**

By submitting a Proposal, the Proponent agrees on behalf of itself and its predecessors, successors, parent companies, subsidiary companies, affiliates and successors or assigns, that they will not make claims for and otherwise irrevocably waives any claims whatsoever (whether arising under contract law, tort law, administrative law or otherwise) and howsoever arising, including claims for compensation, costs, damages, expenses, losses, and loss of profits, relating to the RFP or with respect to the RFP competitive process, including claims for costs, expenses and loss of profits if no Contract is made with the Proponent, including any other Proponent.

#### **2.17 RFP Information Disclaimer**

While the District has used efforts to ensure information in the RFP is accurate, the information contained in the RFP is supplied solely as a guideline for Proponents. The information is not guaranteed or warranted to be accurate by the District, nor is it necessarily comprehensive or exhaustive. Nothing in the RFP is intended to relieve

Proponents from forming their own opinions and conclusions with respect to the matters addressed in the RFP.

## **2.18 No Commitment to Award**

The RFP should not be construed as an agreement to purchase goods or services. The lowest priced or any Proposal will not necessarily be accepted. The RFP does not commit the District in any way to award a Contract.

## **2.19 No Implied Approvals**

Neither acceptance of a Proposal nor execution of a Contract will constitute approval of any activity or development contemplated in any Proposal that requires any approval, permit, or licence pursuant to any federal, provincial, regional district or municipal statute, regulation, or by-law.

## **2.20 Legal Entities**

The District reserves the right in its sole discretion to:

- a) disqualify a Proposal if the District is not satisfied that the Proponent is clearly identified;
- b) prior to entering into a Contract with a Proponent, request that the Proponent provide confirmation of the Proponent's legal status (or in the case of a sole proprietorship, the Proponent's legal name and identification) and certification in a form satisfactory to the District that the Proponent has the power and capacity to enter into the Contract;
- c) not to enter into a Contract with a Proponent if the Proponent cannot satisfy the District that it is the same legal entity that submitted the Proponent's Proposal; and
- d) require security screenings for a Proponent who is natural person, subcontractors, and key personnel before entering into a Contract and decline to enter into a Contract with a Proponent or to approve subcontractor or key personnel that fail to pass the security screenings to the District's satisfaction.

## **2.21 Reservation of Rights**

In addition to any other reservation of rights set out in the RFP, the District reserves the right, in its sole discretion:

- a) to modify the terms of the RFP at any time prior to the Closing Date and Time, including the right to cancel the RFP at any time prior to entering into a Contract with a Proponent;
- b) in accordance with the terms of the RFP, to accept the Proposal or Proposals that it deems most advantageous to itself;
- c) to waive any non-material irregularity, defect or deficiency in a Proposal;
- d) to request clarification(s) from a Proponent with respect to its Proposal, including clarification(s) with respect to its Proposal on non-material administrative matters

(e.g., a matter that is not scored); or where Proposal provisions are ambiguous, without any obligation to make such a request to any other Proponents, and consider such clarification(s) in evaluating the Proposal;

- e) to reject any Proposal due to unsatisfactory references or unsatisfactory past performance under contracts with the District, or any material error, omission or misrepresentation in the Proposal;
- f) at any time, to reject any or all Proposals;
- g) at any time, to terminate the competition without award and obtain the goods and services described in the RFP by other means (including, a future solicitation) or do nothing; and
- h) to exclude a Proponent from participation in the RFP, at any point in the RFP process, where there is supporting evidence, on grounds of Proponent:
  - i) bankruptcy;
  - ii) false declarations or misrepresentations;
  - iii) significant or persistent deficiencies in performance of any substantive requirement or obligation under a prior contract or contracts with the District;
  - iv) final judgments in respect of serious crimes or other serious offences;
  - v) engaging in conduct prohibited by the Competition Act such as bid rigging as described in section 47 of the Competition Act, or engaging in conspiracies, agreements or arrangements between competitors as described in section 45 of the Competition Act;
  - vi) professional misconduct or acts or omissions that adversely reflect on the commercial integrity of the Proponent; or
  - vii) failure to pay taxes.

## **2.22 Ownership of Proposals**

All Proposals and other records submitted to the District in relation to the RFP become the property of the District and, subject to the provisions of the Freedom of Information and Protection of Privacy Act and the RFP.

## **2.23 Collection and Use of Personal Information**

Proponents are solely responsible for familiarizing themselves, and ensuring that they comply, with the laws applicable to the collection and dissemination of information, including resumes and other personal information concerning employees and employees of any subcontractors. If the RFP requires Proponents to provide the District with personal information of employees who have been included as resources in response to the RFP, Proponents will ensure that they have obtained written consent from each of those employees before forwarding such personal information to the District. Such written consents should specify that the personal information may be forwarded to the District for

the purposes of responding to the RFP and used by the District for the purposes set out in the RFP. The District may, at any time, request the original consents or copies of the original consents from Proponents, and upon such request being made, Proponents will immediately supply such originals or copies to the District.

## **2.24 Enquiries to Official Contact**

Enquiries related to this RFP including any requests for information or clarification may only be directed in writing to the Official Contact using the "enquiries" interface or the email address identified on the "opportunity details" menu tab, who (subject to the Enquiries Deadline, the preferred cut-off date and time for enquiries set out in the RFP general information section of the "overview" tab), will respond if time permits before the Closing Date and Time. Information obtained from any other source is not official and should not be relied upon. Enquiries and any responses providing new information will be recorded and posted to BC Bid or otherwise distributed to Proponents. Despite the foregoing, the District may choose in its sole discretion not to respond, respond in whole or in part, or reformulate enquiries in whole or in part. The District may in its sole discretion choose whether to post any such enquiries (as reformulated if reformulated) and responses to BC Bid or otherwise distribute to Proponents.

## **3. Overview**

### **3.1 District Responsibility**

The District of Fort St. James is responsible for ensuring compliance with municipal bylaws and fostering a safe and welcoming environment. As part of this mandate, the District aims to promote public safety, animal welfare, and responsible pet ownership through effective animal control services.

The Corporate Officer will oversee the administration of the Animal Control Services contract. They will act as the primary point of contact for the Contractor, managing communications, contract performance monitoring, and reporting to Council.

The Fire Department, which oversees Bylaw Enforcement, and the Public Works Department will collaborate as needed, particularly concerning animal removal, public education, and maintenance of the impound facilities. The Contractor will also be required to coordinate with external agencies such as the RCMP in cases involving dangerous animals or emergencies.

### **3.2 Background**

The District of Fort St. James requires an experienced Animal Control Officer to support compliance with the Animal Control Bylaw, respond to animal-related complaints, and to manage the Animal Kennel located at 1555 Stonesbay Road, Fort St. James.

This service was previously provided by Nahounli Kennels for the past many years.

### **3.3 Scope**

Services will be provided on a complaint-generated and scheduled patrol basis, with an expectation to provide the services on a statutory holiday on an as-needed basis.

The Proposal shall identify an employee of the Proponent that is proposed to assume the duties of the Animal Control Officer. The employee identified will be the single point of contact and will be responsible for direct interactions with the District. Their position and professional discipline, as well as experience directly relating to the services, is required to be provided in detail within the Proposal.

It is anticipated that the successful Proponent will provide the following services as a minimum:

- a)** Provide an experienced animal control officer in a central location near or within the municipal boundaries of the District of Fort St. James;
- b)** Supply all equipment, staff and support necessary to perform the services such as, but not limited to, uniforms, vehicles, radios, GPS, dash cams, poles, traps, kennels and similar tools necessary to provide the services;
- c)** Ensure the maintenance of a suitable telephone answering system or other adequate paging service to ensure prompt and diligent responses to all reasonable requests relating to the obligations of the Contractor, and to permit public and municipal access to its services on the basis of availability seven days per week and 24 hours per day;
- d)** Ensure all communications, verbal and written, are handled by the Contractor with a copy of all written communications submitted to the District of Fort St. James;
- e)** Submit regular reporting, in writing, at least once each month, to Council, of the status of the work in connection with the services provided. The report shall include the amount of time spent on District duties, the number of calls received, and the number of animals picked up, and shall be submitted to the Corporate Officer to be provided to Council on the next Regular Council Meeting;
- f)** The ongoing maintenance of the District of Fort St. James' Register Book of dogs impounded, redeemed, sold or destroyed, and the ongoing preparation, maintenance, delivery and recording of all other documentation relating to the duties hereunder, including all notices of offence, violation tickets, warning letters, receipts and documents to be prepared on behalf of the District in connection with court proceedings (apart from those must be prepared by solicitors acting on behalf of the District);
- g)** Provide an officer 24 hours per day, seven days per week for emergency services such as:
  - a dog attack in progress,

- an unsecured aggressive dog that is a threat to persons or domestic animals,
  - an injured dog where the owner cannot be located, and
  - any other similar emergency situation that requires the attendance of an Animal Control Officer and that may arise from time to time;
- h) The Contractor will ensure that the shelter manager will provide for and give sufficient food and water daily and receive humane treatment (including veterinary care if needed), to all dogs detained for the District of Fort St. James within the dog shelter facility;
  - i) Respond, investigate and attend to complaints from the public regarding dogs, including aggressive, dangerous, running at large or unlicensed, barking dog complaints or otherwise in contravention of the District of Fort St. James Animal Regulations Bylaw No. 833 as adopted and amended from time to time and other applicable enactments of the District of Fort St. James;
  - j) The removal or disposal, as necessary and appropriate, of dead, unclaimed or injured animals;
  - k) When applicable the Contractor must issue, distribute, and collect dog licenses, applications, and monies on behalf of the District;
  - l) Record the accounting to the District for any and all monies received; and
  - m) Provide education to residents of the District of Fort St. James, on matters relating to the public's responsibilities relating to animal care, control and licensing, and on other matters related to the Contractor's duties as they relate to the public, to promote responsibility and awareness among animal owners residing in the District of Fort St. James; such education should include, at the discretion of the Contractor, visits to schools, the development of suitable awareness programs, and the publication of articles for distribution through the Districts Newsletters.

## 4. Contracts

Appendix A: Contract Form sets out the form of contract or the select base terms and conditions. Proponents should carefully review RFP process rule 2.13 and the terms and conditions set out in Appendix A: Contract Form including the Schedules.

Any form of Contract will also require Contractors to comply with District policies, as they may be established and or updated from time to time.

## 5. Requirements

In order for a Proposal to be considered, a Proponent must clearly demonstrate that they



meet the mandatory requirements set out in Section 7.1 (Mandatory Criteria) of the RFP. Proposals that do not meet all mandatory criteria will not be considered further.

The RFP Appendix B: or a form substantially similar to the Appendix B: must be prepared and completed to the extent applicable; and must be submitted as the Proponent's Proposal.

The Appendix B: includes the evaluated requirements and response guidelines that are intended to assist Proponents in the development of their Proposals in respect of the weighted criteria as set out in Section 7.2 of the RFP. The Response Guidelines are not intended to be comprehensive. Proponents should use their own judgement in determining what information to provide relative to a specific response guideline to demonstrate that the Proponent meets or exceeds the District's expectations.

## **6. Proposal Format**

- a) Proponents should ensure that they comply with all mandatory requirements and to fully respond to all other requirements in the RFP in order to receive full consideration during evaluation.
- b) The following format, sequence, and instructions should be followed in order to provide consistency in Proponent responses and ensure each compliant Proposal receives full consideration. All pages should be consecutively numbered.
- c) If the RFP allows email or hard copy Proposal submission and if the Proponent is submitting its Proposal by email or hard copy then a signed Submission Declaration Template must be submitted as part of the Proponent's Proposal.
- d) The RFP Appendix B: Proposal Response Form or a form substantially similar to the Appendix B: must be prepared and completed to the extent applicable; and must be submitted as the Proponent's Proposal.
- e) Proposals should not contain links to information that is not set down directly in the Proponent's Proposal. Should this occur, the District may disregard any referred to source of information that is not contained in the Proposal being evaluated.

## **7. Evaluation**

Evaluation of Proposals will be by a committee formed by the District and may include employees and contractors of the District and other appropriate participants.

The District's intent is to enter into a Contract with the Proponent who has met all mandatory criteria and minimum scores (if any) and who has the highest overall ranking.

Proposals will be assessed in accordance with the entire requirement of the RFP, including mandatory and weighted criteria.

### 7.1 Mandatory Criteria

Proposals not clearly demonstrating that they meet the following mandatory criteria will be excluded from further consideration during the evaluation process.

Mandatory Criteria
The Proposal must be in English.
The Proposal must be received at the Closing Location before the Closing Date and Time.
If the Response is submitted by email or by hardcopy delivery to a physical address (if either submission method is allowed by the RFP), the Response must include a Submission Declaration (located in the “RFP documents” section of the “overview” menu tab in BC Bid) signed by an authorized representative of the Proponent.
The RFP Appendix B: or a form substantially similar to the Appendix B: must be prepared and completed to the extent applicable; and must be submitted as the Proponent’s Proposal.
The Proposal must have experience and qualifications included.

### 7.2 Weighted Criteria

Proposals meeting all the mandatory criteria set out above will be further assessed against the following weighted criteria.

Weighted Criteria	Weight
Service Delivery and Work Plan	35
Experience and Qualifications	25
Price	20
References and Past Performance	10
Innovation and Value-Added Services	10
<b>Total</b>	<b>100</b>

### 7.3 Price Evaluation

Proponents take note: Pricing information and rules related to pricing are set out in the Appendix B Proposal Response Form.

## 7.4 Tie Breaker

If there is a tie between one or more Proponents, then the Proponent with the highest score in the Service Delivery and Workplan category set out in above section 7.2 will be considered the lead Proponent. If after the foregoing a tie remains between one or more Proponents, then the Proponent with the highest score in the Price category set out in above section 7.2 will be considered the lead Proponent. If after all of the foregoing, there remains a tie between one or more Proponents, then in that event, the tie shall be finally broken by utilizing [www.random.org/lists/](http://www.random.org/lists/). All tied Proponents authorize the District to utilize [www.random.org/lists/](http://www.random.org/lists/) and the tied Proponents' names in relation to randomly generating the lead Proponent using [www.random.org](http://www.random.org), which will be deemed the final and conclusive method to break the tie.

The District will enter the tied Proponent names into the [www.random.org/lists/](http://www.random.org/lists/) application (in no particular order) and select the button "randomize" once. The order returned will be used to rank the tied Proponents. For further clarity, the Proponent that is assigned number "1" will become the lead Proponent.

The order assigned to the tied Proponents by [www.random.org/lists/](http://www.random.org/lists/) shall also serve as the order of Proponents for the purpose of the RFP.

The Official Contact will notify all tied Proponents in the event of a tie and offer all tied Proponents the opportunity to witness the tie breaking procedure. In such a case, all tied Proponents consent to their respective identities being made known to each other and consent to the tiebreaking procedure being conducted and broadcast through, at the option of the District: video conferencing technology; or in person, or some combination thereof.

## 7.5 Reference Check

The District may conduct reference checks on the Proponent and, if applicable, any Proponent resources proposed by the Proponent.

The Proponent, on request by the District, will provide referee information set out below for itself and for any Proponent resource (if applicable) that corroborates the relevant work experience.

References need to be from a referee that is not the Proponent. For each Proponent and resource reference (if applicable), the Proponent should provide the following information:

- a) Company name (if applicable) of referee;
- b) Current contact name, position, mailing address, telephone number and email address of the referee; and
- c) Brief description of work performed by the Proponent and the Proponent resources, if applicable.

Failure to provide the referee information set out above will result in the Proponent and Proponent resource, if applicable, failing the reference check. Reference checks will be conducted, on a pass-fail basis, on the Proponent and Proponent resource, if applicable. The District reserves the right to reject the Proponent and any Proponent resource whose references, in the District's sole opinion, are deemed to be unsatisfactory.

In addition, the District reserves the right to contact referees that were not provided to the District by the Proponent to obtain references pertaining to the Proponent and Proponent resource (if applicable). This includes contacting substitute referees from the same reference company as the one provided by the Proponent.

The District reserves the right, on a pass-fail basis, to reject any Proponent if any of these other references, if any, in the District's sole opinion, are deemed to be unsatisfactory. These reference check provisions do not replace and should not be deemed to replace or be inconsistent with any reservation of rights in favour of the District, including any reservation of rights set out in this RFP.

<b>Appendix A: Contract Form</b>
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By submitting a Proposal, the Proponent agrees that should its Proposal be successful, the Proponent will enter into a Contract with the District on substantially the same terms and conditions of the following, and such other terms and conditions to be finalized to the satisfaction of the District:

The RFP contractual provisions are posted separately to this RFP and is available for download in the "RFP documents" section for this RFP.

**Appendix B: Proposal Response Form**

The Proposal Response Form is available for download in the "RFP documents" section for this RFP.

**Appendix C: Submission Declaration Form**

Document is available for download in the "RFP documents" section for this RFP.