



THE CORPORATION OF THE TOWNSHIP OF CRAMAHE

REQUEST FOR QUOTATION (RFQ) NO. 2022-06

**ANIMAL CONTROL SERVICES – ‘DOGS AT LARGE’
CRAMAHE TOWNSHIP**

Rodger Dingman, By-Law Enforcement
Officer Tel: 905-355-2821 ext. 239
By-law@cramahe.ca

Submitted by,

Name of Firm or Individual

Address (Include postal code)

Telephone (include area code)

Fax (include area code)

Name of Person Signing for Firm

Office of Person Signing for Firm

Make of Unit Tendered on

TENDER CLOSING DATE: Friday October 7th/2022 11:00 a.m. Local Time

INFORMATION TO BIDDERS

- a) Type of Contract Animal Control Services to respond and attend when dispatched for the pick-up, house, and release of 'dogs at large' within the Township of Cramahe.

- b) RFQ One copy of the RFQ properly signed and sealed in an envelope with the RFQ number clearly marked on the front will be received at the Town Hall Administration Office before 11:00 a.m. on Friday October 7th 2022.

- c) Lowest or any RFQ not necessarily accepted.

- d) The Township of Cramahe reserves the right to reject any or all bids received.

- e) **The awarding of this RFQ is subject to the approval of the Township of Cramahe Council.**

- g) This RFQ contains:

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SECTION 1: INSTRUCTIONS TO BIDDERS

Introduction

Each year the Township of Cramahe receives numerous calls with respect to dog running at large. These dogs have often escaped the confines of their yards and or control by their owners. The Township does not employ an individual to specifically capture, care for and return the dogs to their owners but does contract such services. The Township had a total of 11 stray dog intakes for the year of 2021.

Information For Proposal

The Township of Cramahe is currently seeking Animal Control Services calculated on a cost per dog intake. The price shall be provided in Canadian Funds.

The Animal Control Service Provider will an Independent Operator working under contract with the Township

The Animal Control Service Provider will be responsible for its own expenses, to provide and maintain and staff a fully equipped Animal Shelter for Dogs impounded within the Township of Cramahe and shall meet all applicable standards of the Municipality, Provincial and Federal Standards for such Shelters.

The term of the agreement shall be for 3 years and maybe terminated by either party upon the giving of 12 months written notice and cost for service will be calculated on a cost per dog intake

1. Invitation

1.1. Scope of Work

- a) Provide open for business service to the public from 8:30 am to 4:30 pm, Monday through Saturday. The animal service will provide emergency call out service beyond the business hours only if dispatched by the Township
- b) Pick up and deliver to shelter any contained stray dog upon dispatch by the Township
- c) Provide urgent veterinarian service for dogs received at the shelter
- d) Make all reasonable efforts to locate the owner of the dog brought to the shelter
- e) The shelter will receive, impound, and hold for a minimum of 5 working days for claiming by owner. After the 5 days the ownership of the dog becomes that of the shelter. Any dog brought to the shelter and dispose of unclaimed dogs by sale, relocation accordance with the terms of Animal Control By-Law, the animals for research Act, R.S.O 1990 c. A.22, as amended, or any other applicable legislation.
- f) The shelter will ensure all applicable fees are paid in respect to the dog prior to releasing the dog. Fees to the owner include any cost relating to the care of the animal while at the shelter including any outstanding Municipal Dog License fee. The shelter may retain amounts collected as well as any fee in respect of dogs that are sold for adoption
- g) The Shelter will provide special facilities for the quarantine of dogs as may be ordered by the Medical Officer of Health or Public Health Inspector of the Haliburton, Kawartha, Pine Ridge District Health Unit or any other person or persons having the authority to order the quarantine of animals
- h) The Shelter will discourage any attempts by any authority to claim or purchase dogs for the purposes of research, notwithstanding the provisions of the *Animals for Research Act*, R.S.O. 1990, c. A.22, as amended. The Animal Control Service further agrees that neither it nor any of its employees shall, of their own volition, offer animals for sale for the purpose of research
- i) Maintain records and statistics concerning all dogs taken in under the agreement

1.2 RFQ Call

- 1.2.1.** Submissions signed under seal, executed, and dated will be received by the Owner, at the offices of:

The Corporation of the Township of Cramahe
1 Toronto Street,
Colborne, Ontario K0K 1S0

Before the time for bid closing of 11:00:00 a.m. local time as designated by the clerk's office clock on the 7th day of October, 2022.

- 1.2.2.** The Owner may, by addendum, extend the submission closing time or any other scheduled dates relating to this RFQ call.
- 1.2.3.** RFQ's submitted after the submission closing time will not be considered and will be returned to the Proponent unopened.
- 1.2.4.** Submissions will be opened publicly at 11:00 a.m. local time on the 7th day of October 2022, at The Township of Cramahe, Town Hall, located at 1 Toronto Street, Colborne, Ontario K0K 1S0. All documentation is subject to review for mathematical accuracies, compliance with the specifications, and compliance with the terms and conditions of the RFQ, the completion of which will ultimately determine the successful bidder.
- 1.2.5.** Amendments to a submitted RFQ will be permitted if received by the Owner in writing prior to submission closing time and if endorsed by the same party or parties who signed and sealed the submitted RFQ. A submitted RFQ amendment shall state the amount to be added to or deducted from the Bid Price.
- 1.2.6.** RFQ's and amendments, submitted by telephone, facsimile or electronic mail will not be considered by the Owner.
- 1.2.7.** A Proponent may withdraw its submission at any time prior to the submission closing time by delivering a written notice of withdrawal to the Owner. The withdrawal will be in effect as of the time the said notice is received by the Owner.

1.2.8. Proponents agree to prepare and submit bids at their own cost. The Owner is not obligated in any way to pay costs of any kind or nature whatsoever that may be incurred by a Proponent or any third parties in the bid process relating to the RFQ. All such costs shall be the Proponent's sole responsibility.

1.2.9. RFQ's will be called, received, evaluated, accepted, and processed in accordance with The Corporation of the Township of Cramahe Purchasing By-law No. 2015-44 (copy available upon request). By submitting a RFQ each Bidder agrees to be bound by the terms and conditions of that By-law and those procedures and any amendments to them, as fully as if it were reproduced and attached to this RFQ.

1.3. RFQ Bid Price

1.3.1. The price(s) quoted shall be in Canadian funds and shall be based a \$\$ per dog/occurrence. With this please provide the cost per day of impound fees up to a maximum of 5 days. Only those services as requested/confirmed by Township dispatch are to be quoted on.

2. Contract and Bid Documents

2.1. Definitions

2.1.1. The word Bidder is interchangeable with the word Proponent in this document. The word Bid is interchangeable with the word RFQ in this document.

2.1.2. Bid Price: The Bid Price is the monetary sum identified by the Bidder in its Itemized Bid Form.

2.2. Availability

2.2.1. Bid Documents may be obtained on the Township's website. A link to the website is provided below:

<https://www.cramahe.ca/en/business-and-development/bids-and-tenders.aspx>

2.2.2. Upon Receipt of Bid Documents, Bidders shall verify that the documents are complete. Bidders shall immediately notify the

Owner if the Bid Documents are incomplete or upon finding discrepancies, errors or omissions in the Bid Documents.

2.3. Queries and Addenda

- 2.3.1.** All inquiries from Bidders regarding the Bid Documents must be in writing by way of e-mail and received by the Township to: By-law@cramahe.ca
- 2.3.2.** Addenda may be issued during the bidding period. All addenda become part of the Contract Documents. Bidders shall include all costs of all addenda in the Bid Price.
- 2.3.3.** Verbal answers given by the Owner to queries are only binding when confirmed by written addendum.

3. Bid Submissions

3.1. Submissions

- 3.1.1.** Bidders shall be solely responsible for the delivery of their bids in the manner and time prescribed.
- 3.1.2.** All Bid Forms must be fully completed, signed by a duly authorized representative of the Bidder, dated and submitted in a clear and legible manner. Signature and all other entries shall be completed in ink. Photocopied signatures and other entries are not acceptable. All applicable blank spaces in the Specification Forms must be filled in.
- 3.1.3.** Bids that are unsigned, improperly signed or sealed, conditional, illegible, obscured, contain arithmetical errors, erasures, alterations, or irregularities of any kind may, at the discretion of the Owner, be declared invalid and rejected.
- 3.1.4.** Bids with Bid Forms and enclosures which are improperly prepared may be, at the Owner's sole discretion be declared invalid.
- 3.1.5.** All submitted bids and supporting documentation become the property of the Owner and will not be returned.

4. Offer Acceptance or Rejection

4.1. Duration of Offer

- 4.1.1.** Bids shall remain open to acceptance and shall be irrevocable for a period of ninety (90) days after the Bid closing time.

4.2. Clarification of Bids

- 4.2.1.** The Owner may, at any time following the Bid closing time, request that any Bidder clarify its Bid. Bidders shall provide a written response to any such request for clarification with in two (2) working days following receipt of such a request, or within such shorter time as the Owner may require. The Owner may require any Bidder to submit additional information clarifying any matters contained in its Bid and require the relevant Bidder's acknowledgement of the accuracy of that interpretation.
- 4.2.2.** The additional information accepted by the Owner and written interpretations which have been acknowledged by Bidders shall be considered to form part of the Bids of those Bidders.
- 4.2.3.** The right to request clarification of Bids by the Owner as provided herein within the sole, complete and unfretted discretion of the Owner and is for the Owner's sole benefit, and may or may not be exercised by the Owner at any time and in respect to any or all Bids.
- 4.2.4.** The Owner's right to request clarification of Bids as provided herein shall not in any way impose upon the Owner a requirement to clarify with a Bidder any part of a Bid, and where in the opinion of the Owner the Bid is ambiguous, incomplete, deficient, or otherwise not acceptable in any aspect, the Owner may reject a Bid either before or after seeking a clarification under this section.
- 4.2.5.** The seeking of a clarification of a Bid by the Owner as provided herein shall not in any way oblige the Owner to enter into a Contract with that Bidder, and shall not constitute an acceptance of that Bid or any other Bid.
- 4.2.6.** All Bid clarifications submitted by a Bidder shall be in writing in a form satisfactory to the Owner.

4.3. Acceptance or Rejection of Offer

- 4.3.1. The submission of Bids does not obligate the Owner to accept any Bid or to proceed with the purchase.
- 4.3.2. Bids which are informal, incomplete, contain qualifying conditions or otherwise fail to comply with the requirements of the Bid Documents or are otherwise irregular in any way may, at the sole and absolute discretion of the Owner, be declared invalid and rejected.
- 4.3.3. The Owner retains the separate right to accept or waive irregularities if, in the Owner's sole discretion, such irregularities are of a minor or technical nature or, where practicable to do so, the Owner may, as a condition of bid acceptance, request the Bidder to correct a minor or technical irregularity with no charge to the Bid Price.
- 4.3.4. The determination of what is, or is not, a minor or technical irregularity, the determination of whether to accept, waive, or require correction of an irregularity, and the final determination of the validity of a Bid, shall be at the Owner's sole and absolute discretion.
- 4.3.5. The Owner reserves the right to accept or reject any or all Bids or to accept any Bids should it be deemed to be in its best interest to do so in its sole and absolute discretion. The lowest Bid will not necessarily be accepted.
- 4.3.6. Bidders expressly waive any and all rights to make any claim against the Owner for any matter arising from the Owner exercising its rights as stated in these Instructions to Bidders.
- 4.3.7. Any and/or all awarding proposal is subject to the approval of The Township of Cramahé

4.4 Proof of Ability - Prequalification

To qualify, a Bidder must have been in the business of **Animal like services/sheltering** for a period of not less than two (2) years and performing contracts similar in size to this proposed Contract.

Where deemed necessary by the Township, the Bidder will be required to show, in terms of experience and facilities, evidence of its ability, as well as that of any proposed subcontractor, to perform the Services outlined in the RFQ Documents. Insufficient experience may result in disqualification.

5. INDEMNIFICATION AND INSURANCE

The Shelter agrees to indemnify and save the Township harm in respect of all charges, costs, expenses, and claims whatsoever arising in connection with the operation of the shelters, the provision of the services set out in this Agreement and the activities of its employees and volunteers.

The Township agrees to indemnify and save the Shelter harm in respect of all charges, costs, expenses, and claims whatsoever arising in connection with the provisions of animal control services set out in this Agreement.

The Shelter agrees to name the Township as an additional insured in respect of public liability and property damage insurance, including claims in respect to injury to or loss or death of any animal in minimum amount of \$2,000,000.

The Contractor shall indemnify and save harmless the Township from any and all claims, demands, causes of action, loss, costs or damages that the Township may suffer, incur or be liable for resulting from the performance or non-performance of the Contractor of his/her obligations under any resulting contract

ITEMIZED BID

ANIMAL CONTROL SERVICES – ‘DOGS AT LARGE’

As per the scope of work/services as outlined above please accept the proposed pricing of;

\$ _____ / per dog (occurrence)

And,

\$ _____ /per day impound fee (up to 5 days maximum)

DATED AT _____ THIS _____ DAY OF _____ 2022

Witness

Signature of Authorized Person

Name of Firm

Position in Firm

Form of Contract

The Bidder declares that this Contract is made without any connection, comparison of figures or arrangement with or knowledge of any other Corporation, Firm or Person making a Contract for the same work.

The Bidder declares that no member of the Council and no officer or employee of The Corporation of the Township of Cramahe is, will be, or has become interested, directly or indirectly, as a Contract in Party, Partner, Stockholder, Surety or otherwise in, or in the performance of, the Contract or in the supplies, work or business to which it relates, or in any portion of the profits thereof, or in any of the money to be derived there from.

The Bidder agrees that this contract will remain open for acceptance and the prices herein tendered will remain firm and unchanged for a period of 90 days after the opening of contracts and The Corporation of the Township of Cramahe may at any time within this period accept this contract whether any other contracts has been previously accepted or not.

The Bidder has attached hereto all relevant information, literature, detailed specifications and other information relevant to the supplying and installing of the unit being offered in order to enable The Corporation of the Township of Cramahe to properly evaluate this tender.

DATED AT this ____ day of, _____, 2022.

Signature _____

Name of Signing Officer _____

Company Name _____

Address _____

Phone _____ Fax _____ Email _____