



REQUEST FOR PROPOSALS

RFP TITLE: Shelter Operations & Animal Control Bylaw Enforcement	
RFP NUMBER: 21005	DATE ISSUED: April 12, 2021
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## Part A- INTRODUCTION

### A.1 RFP Overview

The Fraser Valley Regional District ("FVRD") is seeking proposals from qualified proponents ("Proponents") in response to this request for proposals ("RFP") for the operation of the Community Animal Response & Education (CARE) Centre, which is the program's shelter and Animal Control administrative office located in Chilliwack, and the provision of related Animal Control bylaw education, compliance, and enforcement. The focus of the FVRD Animal Control program is to provide education to gain compliance with the bylaw regulations to ensure the safety of the public and animals.

The successful Proponent will become the FVRD's Prime Contractor, responsible for providing qualified and experienced personnel with the capabilities to perform all required services and will enter into a contract for a three year period commencing March 17, 2022. The resulting contract will contain a renewal clause for an additional two years.

The FVRD currently provides Animal Control Services to the City of Abbotsford, City of Chilliwack, District of Mission, District of Kent and the Village of Harrison Hot Springs regulated under **Fraser Valley Regional District Animal Control Regulation Bylaw No. 1206, 2013** (see link below).

<https://www.fvrd.ca/assets/Government/Documents/Bylaws/Animal~Control/Consolidated%20Animal%20Control%20Regulations.pdf>

The FVRD also provides Animal Control Services limited to investigations and enforcement of issues pertaining to aggressive and dangerous dogs to Electoral Areas D, E, G, and H regulated under **Fraser Valley Regional District Electoral Areas D, E, and H Dangerous and Aggressive Dog Regulation Bylaw No. 1247, 2013** (see link below).

<https://www.fvrd.ca/assets/Government/Documents/Bylaws/Animal~Control/CONSOLIDATED%20Electoral%20Area%20Dangerous%20and%20Aggressive%20Dog%20Regulations.pdf>

The associated ticketing for the above noted bylaws is regulated under **Fraser Valley Regional District Bylaw Offence Notice Enforcement Bylaw No. 1415, 2017** (see link below).

<https://www.fvrd.ca/assets/Government/Documents/Bylaws/Other/CONSOLIDATED%20Bylaw%20Offence%20Notice%20Enforcement.pdf>

Additional services include apprehension and impound of dogs from several First Nations communities through a separate agreement. This agreement does not include investigation and enforcement and is strictly limited to providing a safe place for stray dogs until their owner can be located.

When an animal is found at large and an owner is able to be located through licence registration, dogs are returned back to their owner through a "Free Ride Home" program. This program allows staff to reconnect licenced dog owners with their pets one time per calendar year at no cost if they are able to be located through current licencing registration. If a dog has been returned under this program already in a calendar year, but an owner is able to be located through our licencing program, the dog is still delivered back to its owner with fees paid upon release. This program helps to offset any additional work associated with impounding a dog at the CARE Centre reducing the workload on staff at the CARE Centre and provides quick return to owners at a reduced cost.

Dog licences can be purchased online or through various vendors in the FVRD Animal Control service areas. This reduces the impact on staff at the CARE Centre in providing these services in person;

however, this service is also available in person when animal control officers attend a residence, as well as at the CARE Centre, at the FVRD Office, and at the member municipalities.

The CARE Centre is open 6 days/week during normal business hours and is also staffed for emergency response outside of these hours through a dedicated phone number that is dispatched through local police departments. These after-hours response calls are only for issues posing an imminent threat to public safety and for emergency services support. The CARE Centre is also staffed on Sundays and holidays to provide care to the animals housed at the CARE Centre only and it is not open to the public, nor does it answer public calls during these times.

The current staff compliment includes three animal control officers, two administration staff, two kennel attendants, and one supervisor Monday through Saturday between the hours of 7:00 am and 6:00 pm. On Sundays and holidays, there are 2 kennel attendants. Two staff members are on call outside of regular business hours.

While education is often a successful tool in gaining compliance with the regulations, the FVRD Animal Control department also issues tickets for non-compliance. When ticketing is required, a ticket dispute process is facilitated through the Upper Fraser Valley Bylaw Adjudication System. This is a partnership between various local governments in the area and is administered at the City of Chilliwack office.

Staff may also be required to seize and care for Dangerous Dogs through authorities granted by the *Local Government Act* and *Community Charter*.

The FVRD provides for all costs associated with delivering the Animal Control and CARE Centre programs. These costs include, but are not limited to office space, kennel space, an adoption meeting area, an exercise play yard, a fleet of six vehicles; four of which are specially outfitted with built-in kennels and ventilation systems, phone systems, cellular phones, software, computers, safety equipment, and all other associated utility costs, food costs, veterinary costs, etc. The FVRD retains all revenue gained to support these expenses.

The FVRD tracks and maintains all records and financial transactions through Tempest (database). This database is accessible through the FVRD network on the FVRD provided computers and cellular phones.

There are 24 kennels for dogs at the CARE, one chicken coop, and a small barn for temporary housing of smaller livestock. Larger animals are hauled and housed through outside contractors once the animals are contained by the CARE Centre staff.

The average yearly call volume tracked through our database over a three year period is approximately 3500; however the impacts of COVID 19 in 2020 did have an effect on the average bringing it down from previous years. The average for calls in the 2018-2019 statistics is just over 3700 with the highest averages related to Dog at large calls, barking calls, and aggressive investigations. Afterhours yearly call attendance averaged at 25 through this time period. These calls are included within the above statistics, but occurred outside of regular business hours. Recorded park patrols were just over 525; however, many of these are additionally reported within the call statistics as an alternate item (dog at large, aggressive, no dog licence, etc).

Yearly impounds during this same three year period averaged just below 550; however as with the call volume, COVID 19 impacted the average intake numbers bringing this average down from previous years. The average for intakes in the 2018-2019 statistics is 612. The disposition of these impounds are highest for owner claims at an average of 450.

The FVRD is a pro-adoption facility. What this means is all unclaimed adoptable dogs and animals are placed into new homes. Dogs that are left unclaimed at the CARE Centre are provided with rehabilitation programs including behaviour modification, physical rehabilitation and medical care. We do not euthanize dogs for reasons of breed, length of stay, space, treatable medical concerns, or age, but we are committed to ensure we do not place dogs that are dangerous and pose a threat to public safety into new homes. Through veterinary evaluation, humane euthanasia is provided for dogs where there is no option to treat a medical concern (ie- critical distress).

## **Part B- OBJECTIVES**

### **B.1 Scope of Services**

The FVRD Animal Control and CARE Centre services include Animal Control bylaw education and enforcement, kennel keeping, and all related duties required to operate the CARE Centre (collectively, the “**Services**”) all to be provided with consideration being given to a focus on animal welfare, public education, public safety, customer service, and overall value to the FVRD and the budget.

**Please be aware that the FVRD will accept proposals from Proponents who would like to provide all Services and those who would like to provide only partial Services of which they must outline in their submission.**

The Services will be provided in accordance with the FVRD Animal Control and CARE Centre bylaws and policies and includes but is not limited to:

- i. CARE Centre administration:
  - Call centre inquiries/complaints
  - Claims by owner
  - Financial transactions
  - Record keeping
  - Adoption
  - Volunteer
  - Data entry
  - Dispatching
  - Responding to after-hours emergency call outs
  - Maintaining lost and found reports
  - Responding to facility alarms
- ii. Bylaw enforcement including:
  - Investigation
  - Education
  - Enforcement
  - Impounding animals
  - Examining and assessing medical/behaviour concerns
  - Evidence gathering
  - Report writing
  - Dog licencing
  - Disease management
  - Humane animal handling, restraint, and transport
  - Patrols

- Kennel inspections
- Deceased animal pick up
- Attending adjudication hearings and provincial court proceedings
- Assisting emergency services
- iii. Animal care and kennel keeping:
  - Disease management
  - Welfare
  - Kennel cleaning
  - Medical and behaviour assessment
  - Animal behaviour modification and rehabilitation
  - Administer medication
  - Record keeping
  - Adoption and volunteer coordination
  - Monitoring feed and water needs
  - Providing for the emotional and physical needs of the animals in care
  - Adoption counselling
  - Arranging and delivering animals for medical care for surgical and medical procedures
  - Assisting the veterinarian with handling and restraint for euthanasia

*Animal care and kennel keeping applies primarily to dogs and does not include cats, however the CARE Centre housing does include livestock and poultry. The contractor is expected to attend to large animal livestock calls to assess situation/enforce bylaws, but can subcontract the hauling and housing of these animals if they are too large to safely and humanely care for at the CARE Centre.*

The contract will include a requirement for the contractor to, without limiting its obligations or liabilities and at its own expense, provide and maintain throughout this resulting agreement commercial general liability insurance on an occurrence basis, in an amount not less than five million (\$5,000,000) dollars inclusive per occurrence against death, bodily injury and property damage arising directly or indirectly out of the provision of the Services by the contractor, its employees and agents. The insurance policy will be endorsed to add the FVRD as additional insured and will include cross liability and severability of interests such that the coverage shall apply in the same manner and to the same extent as though a separate policy had been issued to each insured. The contractor's insurance shall also apply to any volunteers/public that may be present at the site.

The contractor shall provide to the FVRD, a performance & damage deposit security in the amount of \$10,000.00 dollars prior to the start of the Services. The contractor will acknowledge and agree that the security bond or the money order or the certified cheque or a letter of credit in lieu of the bond, provided to the FVRD by the contractor as required by the contract, shall be valid for and held by the FVRD, and may be drawn upon at any time up to sixty (60) days following the agreement or any extension thereof.

The resulting contract will also require the contractor, at its own expense, to procure and carry full Workers' Compensation Board coverage for itself and all workers, employees, servants and others engaged in the supply of the Services.

The contractor will also be required to obtain and maintain, throughout the term of the resulting agreement, a valid area business license.

All contractor staff must have a valid B.C. driver's licences, and must provide clean drivers abstracts annually.

All contractor staff must have Security Clearance.

At minimum, all contract staff that interfaces with the public in any way must have completed the equivalent of "Bylaw Compliance, Enforcement and Investigative Skills Level 1" as offered by the Justice Institute of BC and have training managing hostile individuals/conflict resolution. In addition, at least one staff member must have the equivalent of "Bylaw Compliance, Enforcement and Investigative Skills Level 2" as offered by the Justice Institute of BC.

## B.2 Timeline

The proposed deadlines for key aspects of this RFP are as follows (as may be amended by the FVRD at its discretion):

ITEM	DESCRIPTION	EXPECTED COMPLETION DATE
1	Virtual information meeting and tour <u>via Zoom</u> (not in person due to Covid restrictions)	April 30, 2021
2	RFP closing date	May 12, 2021

## Part C - INSTRUCTIONS AND INFORMATION FOR PROPONENTS

### C.1 Closing Date and Location

Proposals must be received by 4 PM on May 12, 2021 ("**Closing**") at the following address:

Fraser Valley Regional District

**Attention: Deanne Bozek, Executive Assistant**

1 - 45950 Cheam Avenue

Chilliwack, BC V2P 1N6

The time for Closing will be conclusively deemed to be the time shown on the clock used by the FVRD for this purpose.

### C.2 Form of Proposal Submissions

Proponents are requested to submit the following copy/ies of their proposal ("**Proposal**"):

- i. one (1) printed copy.
- ii. one electronic copy in Adobe PDF format on CD or flash drive.

Proponents are requested to deliver proposals in a sealed envelope clearly marked with the RFP Number, RFP Title and Proponent's name and address. Emailed or faxed Proposals will not be received or considered.

### C.3 Mandatory Requirements

Proponents must include in their proposals, the following information:

- i. Completed and signed Acknowledgement Form as set out in Schedule A;
- ii. Proponent's Experience - list of completed or current work requiring services comparable to the Services sought in this RFP, including a brief description of the work, approximate contract value and references (with phone numbers);
- iii. Costs - details costs for the Proponents provision of the Services in Canadian Dollars, inclusive of all costs, expenses and charges, but exclusive of GST and Provincial Sales Tax; and
- iv. sufficient detail to allow the FVRD to determine the Proponent's position from the documents received, such as, details of the Proponent's team, their roles and responsibilities and reporting relationships, understanding of the Project and proposed work plan for carrying out the Services.

### C.4 Zoom Information Meeting

An optional virtual information meeting and virtual tour ("**Zoom Information Meeting**") for Proponents will be available on Zoom at the following time and location:

Date: April 30, 2021

Time: 10 AM

Location: The meeting will take place virtually over Zoom.

If they choose to participate, Proponents **are required** to pre-register by contacting the Contact Person as listed in Section C.5 by the end of business day 24 hours before the scheduled date so the Proponent can be supplied with the proper Zoom web-link information/address.

The Zoom Information Meeting will include information regarding an overview of the program and a virtual CARE Centre tour.

### C.5 Enquiries

All enquiries and notices related to this RFP, including any requests for information and clarification, are to be directed in writing to the contact person ("**Contact Person**") indicated below.

Contact Person: Stacey Barker, Director of Regional Services

Address: 1 - 45950 Cheam Avenue  
Chilliwack, BC V2P 1N6

Email: sbarker@fvrd.ca

Enquiries and responses will be recorded and may be distributed to all Proponents at the discretion of the FVRD. Clarifications, comments, revisions or any other information regarding this RFP obtained by a Proponent from any source other than from the Contact Person is not authorized and should not be relied upon.

## **Part D - TERMS AND CONDITIONS OF RFP**

### **D.1 General**

The terms and conditions in this section will apply to this RFP. Submission of a Proposal in response to this RFP indicates acceptance of all the terms and conditions contained herein and included in any addenda issued by the FVRD for this RFP. Proposals that contain provisos which contradict or alter any of the terms and conditions of this RFP will be disregarded and deemed to have not been written in the Proposal.

### **D.2 Proposal Validity**

Proposals will be open for acceptance by the FVRD for at least 90 days after the date of Closing.

### **D.3 Addendum**

All subsequent information regarding this RFP including changes made to this document will be posted on BC Bid for Proponents to access. It is solely the responsibility of the Proponents to check BC Bid from time to time to ensure that they have all amendments to this RFP in the form of addenda and to ensure that they have obtained, read, and understood the entire RFP including all addenda that may have been issued prior to Closing.

### **D.4 Evaluation and Selection Method**

The evaluation of the RFP will be conducted by a committee formed by the FVRD and may include, at the FVRD's sole discretion, employees, consultants and contractors. Proposals will be evaluated on the basis of the overall best value to the FVRD based on quality, service, past performance, price and any other criteria set out herein including, but not limited to:

- i. financial terms including but not limited to hourly and weekly rates and payment terms;
- ii. financial capabilities of the Proponent;
- iii. corporate and technical capability of the Proponent to provide the Services;
- iv. experience and performance of similar projects;
- v. history of past performance and dealings with the FVRD; and
- vi. references.

### **D.5 Acceptance and Rejection of Proposals**

This RFP shall not be construed as an agreement to purchase goods or services. The FVRD is not obligated to enter into an Agreement (defined herein) with the Proponent who submits the lowest priced Proposal or with any Proponent.

## **D.6 Late Proposals**

Proposals will be marked with their receipt time at the Closing Location. Only complete Proposals received and marked by the Closing time will be considered to have been received on time. Late proposals will not be considered or evaluated and may be returned to the Proponent.

## **D.7 Amendment or Withdrawal of Proposals**

Proponents may amend or withdraw their Proposal in writing any time prior to Closing. Upon Closing, all Proposals become irrevocable in accordance with Section D.2. The FVRD will be under no obligation to receive further information after Closing, whether written or verbal, from any Proponent.

## **D.8 FVRD's Rights and Reservations**

The FVRD reserves the right to:

- i. reject any or all Proposals;
- ii. reject any Proposal that is incomplete, that contains erasures or corrections that is not signed by an authorized signatory of the Proponent or that fails to comply with the mandatory requirements of this RFP;
- iii. in the event that only one proposal is submitted, to return the Proposal unopened;
- iv. modify the terms of this RFP at any time in the FVRD's sole discretion;
- v. to require clarification of the information set out by one or more of the Proponents in respect of the Proposals submitted; and
- vi. communicate with, meet with or negotiate with any one or more of the Proponents respecting their Proposals or any aspect of the proposed work.

## **D.9 Cancellation of RFP**

The FVRD may cancel this RFP at any time prior to or after Closing. In the event the FVRD cancels this RFP, the FVRD shall have the right to seek to procure the same services or similar services at any time through any means the FVRD deems appropriate. No Proponent shall acquire any rights or interests in any subsequent procurement process undertaken by the FVRD.

## **D.10 Waiver of Non-Compliance**

The FVRD may waive any non-compliance with the RFP and may elect to retain for consideration Proposals which are non-conforming, which do not contain the content or form requested by this RFP or which have not strictly complied with the process for submission set out herein.

## **D.11 Proponent's Costs**

Each Proponent is solely responsible for its own costs and expenses associated with its participation in this RFP, including but not limited to, conducting investigations, attending briefings, preparing and delivering its Proposal, communicating with the Contact Person prior to Closing and during Proposal evaluation, and for any subsequent processes or negotiations with the FVRD that may occur.

## **D.12 Limitation of Liability**

By submitting a proposal, each Proponent irrevocably agrees that the FVRD shall not be liable to any Proponent or any person whatsoever, for any claims of any nature (in contract, in tort, or otherwise), for any costs, expenses, compensation, damages, or anything whatsoever, including without limitation, costs and expenses associated with the Proponent's preparation and submission of their Proposal, their participation in this RFP, for loss of revenue, opportunity or anticipated profit, arising in connection with its Proposal, this RFP, any subsequent processes or opportunity, any contract, or any matter whatsoever.

## **D.13 Negotiation**

The FVRD reserves the right to negotiate with the preferred Proponent, or any Proponent, on any details, including changes to specifications and price. If specifications require significant modification, all Proponents shall have the opportunity to adjust their Proposals or re-submit altogether, as determined by the FVRD in its sole discretion.

## **D.14 Errors and Omissions**

While the FVRD has used considerable efforts to ensure information in this RFP and otherwise provided directly in association with this RFP is accurate, the information is supplied solely as a guideline for Proponents. The information is not guaranteed or warranted to be accurate by the FVRD, nor is it necessarily comprehensive or exhaustive. Nothing in this RFP is intended to relieve Proponents from the responsibility for conducting their own investigation and forming their own opinions with respect to the subject matter of this RFP.

## **D.15 Conflict of Interest**

Proponents shall disclose any potential conflict of interest and existing business relationship they may have with the FVRD, its elected or appointed officials or employees.

## **D.16 Confidentiality**

All Proposals become the property of the FVRD and will not be returned to the Proponents, except as expressly provided for herein. All Proposals will be held in confidence by the FVRD unless disclosure is otherwise required by law.

## **D.17 No Lobbying**

Proponents and their agents are not permitted to contact any member of the FVRD Council or staff with respect to this RFP, except as expressly provided for herein. Proponents will not offer entertainment, gifts, gratuities, discounts, or special services, regardless of value, to any employee or elected official of the FVRD. The FVRD reserves the right to disqualify any Proponent from participation in this RFP that acts in contravention of this requirement.

#### **D.18 Contract Award**

This RFP should not be construed as an agreement to purchase goods or services. By submitting a Proposal, the Proponent agrees that should it be identified as the preferred Proponent, it will enter into negotiations, if required, for the purpose of concluding a Contract.

If a written Contract cannot be negotiated and executed by both parties within 90 days of notification of the successful Proponent, or such longer period as the parties may mutually agree, the FVRD may, at its sole discretion at any time thereafter, terminate negotiations with that Proponent, enter into negotiations with any other Proponent or terminate the RFP process and not enter into a Contract with any of the Proponents.

At its sole discretion, the FVRD may divide any Contract for goods or services between two or more proponents.

#### **D.19 Definition of Contract**

Notice in writing to a Proponent that it has been identified as the preferred Proponent and the subsequent full execution of a written contract will constitute a contract for the goods and/or services contemplated by this RFP, and no Proponent will acquire any legal or equitable rights or privileges relative to the goods or services until the preferred Proponent and the FVRD have both executed a written Contract.

#### **D.20 Form of Contract**

The Contract will comprise a form of written agreement based on the FVRD's standard contract form document, as may be amended by mutually agreed supplementary conditions.

## Schedule A: Acknowledgment

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Name and title of Representative: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

### Form of Business Organization

Sole Proprietorship

Partnership Date of Establishment \_\_\_\_\_

Corporation Date of Incorporation \_\_\_\_\_ Business No. \_\_\_\_\_

I/We the undersigned authorized representatives of the Proponent, having received and carefully reviewed the RFP, including without limitation, the General Conditions and Specifications (if any), submit this Proposal in response the RFP.

Dated this \_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Signature of Authorized Signatory

\_\_\_\_\_  
Signature of Authorized Signatory

\_\_\_\_\_  
Name & Title/Position:

\_\_\_\_\_  
Name & Title/Position: