



Contract 4024P

Shelter Operation and Animal Control Services

1. Introduction

The City of Richmond (the “City”) proposes to engage the services of a qualified Contractor to provide one of the following (to be determined based on analysis of submissions):

1. Animal shelter operations alone as well as routine property maintenance through the City’s existing shelter facility located on a portion of 12071 No. 5 Road in Richmond; or
2. Animal shelter operations and animal control services combined as well as routine property maintenance through the City’s existing shelter facility located on a portion of 12071 No. 5 Road in Richmond*.

The objective of this request for proposal is to provide the City with qualified proponents capable of carrying out the work herein defined. The subsequent proponent submissions will form the basis for evaluation, interview and selection.

2. Definitions

2.1 Throughout this Request for Proposal the following definitions apply:

- a) “BC Bid” means the electronic tendering service maintained by the Province of British Columbia located online at www.bcbid.ca, or any replacement website;
- b) “City” means the City of Richmond, British Columbia;
- c) “Contract” means the written agreement resulting from this Request for Proposal executed by the City and the Vendor for the Work;

* Please see Attachment “A” for more details on portion of property to be used by Contractor.

- d) “Contractor” means the Successful Proponent to this Request for Proposal who enters into a written Contract with the City to perform and to oversee the Work;
- e) “Lead Proponent” is the Proponent whose Proposal, as determined through the evaluation criteria described in this RFP, provides the best overall value in meeting the requirements of the RFP, and with whom a Contract will be considered;
- f) “Proposal” means a proposal submitted by a Proponent in response to this Request For Proposal;
- g) “Proponent” means an individual or a company that submits, or intends to submit, a Proposal in response to this Request for Proposal;
- h) “RFP” or “Request for Proposals” means this request for proposals, inclusive of all appendices and any addenda that may be issued by the Owner;
- i) “Submission” means a proposal submitted by a Proponent in response to this RFP, and
- j) “Work” means the provision of all labour, services, material and equipment, and any action as necessary for the Preferred Proponent to complete and perform its obligations in accordance with the terms and conditions of the Contract.

3. Submission Details

- 3.1 Four (4) copies of proposals marked “**Shelter Operation and Animal Control Services - Contract 4024P**” addressed to the Purchasing Section, will be received at the Information Counter, Main Floor, Richmond City Hall, 6911 No. 3 Road, Richmond BC V6Y 2C1, until 4:00 pm, local time on Friday, October 8th, 2010 (the “Closing Date”). Submissions received after this time will be returned to the sender.

4. Pre-Submission Meeting

- 4.1 There will be a pre-submission meeting conducted on Tuesday, September 28, 2010 at 6:30 pm, local time with sign-in attendance forms. Potential Proponents are asked to meet at 12071 No 5 Road in Richmond, BC. The City strongly encourages all potential Proponents to attend this session. No other sessions will be organised or arranged for this project.

5. Enquiries

5.1 Clarification of terms and conditions of the proposal process shall be directed to:

Purchasing

Kerry Lynne Gillis

Buyer II - Contracting Specialist

E-mail: purchasing@richmond.ca

Purchasing Section

City of Richmond

5.2 The City, its agents and employees shall not be responsible for any information given by way of oral or verbal communication.

5.3 The City will only respond to questions that are submitted in writing. Any questions that are received and answered by City of Richmond Staff that affect the Proposal Process, any interpretation of, additions to, deletions from, or any other corrections to the Request for Proposal document, may be issued as written addenda by the City of Richmond. It is the sole responsibility of the potential Proponents to check with the following websites to ensure that all available information has been received prior to submitting a proposal:

a) City of Richmond: <http://www.richmond.ca/busdev/tenders.htm>

b) BC Bid: <http://www.bcbid.gov.bc.ca/open.dll/welcome?language=En>

6. Terms of this Request for Proposal

6.1 Proposals shall be open for acceptance for ninety (90) days following the submission closing date.

6.2 The City reserves the right to cancel this Request for Proposal for any reason without any liability to any proponent or to waive irregularities at their own discretion.

6.3 Proposals may be withdrawn by written notice only provided such notice is received at the office of the City's Purchasing Section prior to the date/time set as the closing time for receiving proposals.

6.4 Except as expressly and specifically permitted in these instructions, no Proponent shall have any claim for any compensation of any kind whatsoever, as a result of participating in the RFP process, and by submitting a proposal each proponent shall be deemed to have agreed that it has no claim.

6.5 Proponents are advised that the City will not necessarily accept any Proposal and the City reserves the right to reject any or all Proposals at any time without further explanation or to accept any Proposal considered advantageous to the City.

- 6.6 A Proposal which contains an error, omission, or misstatement, which contains qualifying conditions, which does not fully address all the requirements of this RFP, or which otherwise fails to conform to the requirements in this RFP may be rejected in whole or in part by the City at its sole discretion.
- 6.7 The City may waive any non-compliance with the RFP, specifications, or any conditions including the timing of delivery of anything required by the RFP and may, at its sole discretion, elect to retain for consideration Proposals which are non-conforming, which do not contain the content or form required by the RFP or because they have not complied with the process for submission set out herein.
- 6.8 The City may choose, at its sole discretion, to proceed with all of the components of the Work, none of the components or selected components of the Work.
- 6.9 All Proposals will remain confidential, subject to the *Freedom of Information and Protection of Privacy Act* of British Columbia.

7. Negotiations

- 7.1 The award of the contract is subject to negotiations with the Lead Proponent. Such negotiations include, but are not limited to, the following:
- a) changes or work refinements in the service requirements or scope of work proposed by the Lead Proponent;
 - b) price – if directly related to a change or refinement in the proposed scope of work proposed by the Lead Proponent and
 - c) specific contract details as deemed reasonable for negotiation by the City of Richmond.
- 7.2 If a written contract cannot be negotiated within sixty (60) days of notification to the Lead Proponent, the City may, at its discretion at any time thereafter, terminate negotiations with the Lead Proponent and either enter into negotiations with the next qualified Proponent or cancel the RFP process and not enter into a contract with any Proponent.

8. Project Background

- 8.1 The City of Richmond requires a Contractor to provide either:
- a) Animal shelter operations alone as well as routine property maintenance through the City's existing shelter facility located on a portion of 12071 No. 5 Road in Richmond for a period of two years; or

- b) Animal shelter operations and animal control services combined as well as routine property maintenance through the City's existing shelter facility located on a portion of 12071 No. 5 Road in Richmond for a period of two years.
- 8.2 The submissions received by the City will be evaluated to determine which of the two options is most appropriate. The Contractor will operate out of the current animal shelter located on a portion of 12071 No. 5 Road in Richmond as outlined in Attachment 'A'.
- 8.3 The Contractor will report directly to the Manager, Community Bylaws and will be responsible for ensuring the complete execution of contract services.

9. Project Scope

9.1 Contractor Duties

At its own expense, the Successful Proponent will be responsible for all of the following duties, which include but are not limited to:

Animal Control Services

- a) between the hours of 10:00 a.m. and 6:00 p.m. Monday through Friday, and between 9:00 a.m. and 5:00 p.m. on Saturday and Sunday, including all Statutory Holidays, provide for:
 - i. patrolling in all areas of the City for animal control and enforcement of related bylaws, with concentrated patrols for high incidence problem areas as may be identified or determined by the City, in consultation with the Contractor, from time to time;
 - ii. pick up and seizure of injured, stray or dangerous Domestic Animals or Domestic Farm Animals and removal of dead animals within the City and transportation and delivery of such animals in a humane and safe manner as appropriate and necessary in the circumstances;
 - iii. active enforcement of the following City bylaws and any amendments thereto, and issuance of tickets as circumstances may warrant:
 - a. *Animal Control Regulation Bylaw No. 7932*;
 - b. *Dog Licensing Bylaw No. 7138*;
 - c. *Municipal Ticket Information Authorization Bylaw No. 7321*;and

d. ***Notice of Bylaw Violation Dispute Adjudication Bylaw No. 8122;***

- b) respond to complaints regarding injured or dangerous Wildlife, picking up and transporting injured or dangerous Wildlife, where practicable, in a safe and humane manner for care, impoundment, rehabilitation or disposal as necessary or appropriate in the circumstances;
- c) invoke enforcement of the *Prevention of Cruelty to Animals Act* [R.S.B.C. 1996] c. 373 and related regulations and amendments thereto, all as they may be amended or substituted from time to time, as circumstances may warrant; and report to the B.C. Society for the Prevention of Cruelty to Animals any potential cases of cruelty or neglect that come to the attention of the Contractor or the City;
- d) provide at least one (1) vehicle dedicated for animal control pursuant to this Agreement that is equipped with a two-way radio communication, together with a base station, telephone recorder and other in-vehicle equipment necessary for the purposes of this Agreement, and maintaining access to at least one dedicated animal control vehicle of sufficient size and capacity to transport large animals in a humane and safe manner;

Animal Shelter Services

- e) provide, maintain and staff a fully equipped animal shelter at the Shelter Property for animals located within the City that have strayed, been abandoned, or otherwise delivered to the Contractor;
- f) make the animal shelter available to the public between the hours of 10:00 a.m. and 6:00 p.m. Monday through Friday, and between 9:00 a.m. and 5:00 p.m. on Saturday and Sunday, except on statutory holidays;
- g) receive, impound and hold for claiming by the owners, any animal delivered to the shelter by City employees, bylaw enforcement officers, and residents of the City;
- h) provide two (2) dedicated kennels, plus food and water, for receipt of seized or stray animals delivered by the City's bylaw enforcement officers beyond the hours of operation outlined in paragraph 3.1 (f) herein;
- i) clean the animal shelter on a daily basis (including statutory holidays), including all shelter and kennel areas, hallways and equipment, food and water containers; and collect and properly dispose of animal refuse, manure, or other animal waste;

- j) provide for humane treatment of all animals delivered to the shelter, including, without limitation,
 - i. basic first aid services;
 - ii. licensed veterinary care as appropriate for all sick or injured animals; and
 - iii. feeding, boarding and exercise for animals who remain in the shelter;
- k) dispose of unclaimed animals by adoption or by humane destruction;
- l) when an animal is to be destroyed, ensure each destruction is carried out in cooperation with or under the supervision of a licensed veterinarian in a manner that conforms to the standards of the B.C. Veterinary Medical Association;
- m) provide for hygienic storage, incineration or other disposal of animal carcasses in accordance with any applicable laws;
- n) ensure that any and all veterinarian services are provided by a person licensed by and in good standing with the B.C. Veterinary Medical Association for that service or those services;
- o) maintain adequate security for impounded animals, including without limitation the operation and maintenance of a monitored security system for the shelter;
- p) provide building maintenance services as outlined in Schedule “B” - Chart of Services for Building Maintenance; and
- q) at the time that the amounts become due and owing,
 - i. pay property taxes, municipal utility rates, permit and licence fees, and other municipal fees to the City;
 - ii. pay telephone, electric, gas or other utility bills and garbage collection fees to the respective service providers; and
 - iii. pay for other operating expenses as necessary;

Records

- r) maintain accurate records of all activities, business transactions, monies received and monies paid out in the performance of this Agreement; such records to include, but not be limited to:
 - i. log reporting all general complaints (Call Log);

- ii. log to be used for recording, in a manner acceptable to the Manager, Community Bylaws, the timely disposition of any calls or report related to animal abuse or aggression including without limiting the generality of the foregoing, dog and other animal bites; aggressive dogs and other animals; and animals in distress.
 - iii. log reporting all animals found (Found Log);
 - iv. log describing all animals impounded, surrendered for adoption, or for destruction (Animals Log); and
 - v. log identifying all dog licenses sold by the Contractor (Dog Licence Log);
- s) provide a monthly operations report to the City, in a manner acceptable to the Director of Finance and the Manager of Community Bylaws, setting out:
- i. a detailed summary of hours worked during the previous month;
 - ii. all revenue, fees and charges collected for impounding, boarding, adoption, spaying or neutering, destruction;
 - iii. total dog licence fees collected for the previous month;
 - iv. number and type of complaints communicated to the Contractor;
 - v. number of dogs claimed, impounded, sold, and destroyed;
 - vi. number of any other animals processed pursuant to this Agreement; and

Staffing

- t) employ sufficient personnel and maintain adequate staffing levels to ensure all services pursuant to this Agreement are carried out in an efficient and professional manner;
- u) ensure all staff members are uniformed in such a way to identify themselves clearly with the Contractor and the service, and carry identification cards acceptable to the City;
- v) ensure any and all persons hired by the Contractor as animal control officers are certified by the Justice Institute of British Columbia as having successfully completed the Bylaw Enforcement and Investigative Skills program, or equivalent combination of experience and training as determined by the City's Manager, Community Bylaws; and
- w) comply with all Provincial and Federal laws relating to employees and volunteers, and in particular, without limitation, any requirements of the Workers' Compensation Board of B.C., for the term of this Agreement.

Sale of Dog Licenses and Remittance of Fees

The Contractor shall be responsible for arranging for dog licensing and selling decals and for collecting fees for the issuance of dog licenses for impounded and unlicensed dogs upon release to their owners and in relation to dogs released for adoption. The Contractor shall:

- x) ensure that the City's Dog License Application Form is completed for each dog licensed or decal sold;
- y) submit completed Dog Licence Application Forms to the City on a monthly basis, together with the Statement of Account to be submitted pursuant to section 8.3 of this Agreement;
- z) make available to the City, on request at any time, completed Dog Licence Application Forms and unsold dog licenses and decals; and
- aa) remit to the City fifty percent (50%) of licence revenues collected or received for dog licenses on a monthly basis, together with a Statement of Account to be submitted.

10. City Provided Items

- 10.1 The City will provide use of its animal shelter facility on a portion of 12071 No. 5 Road as outlined in Attachment 'A', and will assume responsibility for all structural improvements and repairs to the building in accordance with Schedule B - Chart of Services for Building Maintenance, appended to the draft agreement included with this Request for Proposal.

11. Term of Contract

- 11.1 The City anticipates that the term of the contract developed from this Request for Proposal will be from February 1, 2011 to January 31, 2013.

12. Proposal Submissions

- 12.1 All proponents are required to provide the following information with their submissions, and in the order that follows:
- a) A Corporate profile of their firm outlining its history, philosophy and target market.
 - b) A detailed listing of animal shelter operation and animal control experience.

- c) A description of the consultant's understanding of the project objectives/outcomes and vision, and how these will be achieved.
- d) A detailed project methodology explaining each project task including what will be expected of both the consultant and the City with respect to each task.
- e) Team Composition – a complete listing of all key personnel who will be assigned to this project. This will include their relevant experience, qualifications for this project, roles and responsibilities, leadership, etc., in addition to their availability for this project.
- f) A detailed proposal of what will be delivered, including the expected outcome and benefits to the City of Richmond.
- g) A complete definition of the process that will be employed to meet the objectives of this project, e.g., approach to be taken, feasibility and market study, etc.
- h) A detailed schedule of all activities, including milestones, project meetings, interim reports and progress reports required for this project.
- i) Two separate price methodologies, one for animal shelter operations alone, and a second for animal shelter operations and animal control services combined during regular operating hours and for animal care as outlined under Contractor Duties. Each price methodology needs to include: a time allotment, on a calendar month basis, for each identified resource you propose to employ to carry out the work; supplemented with a detailed schedule of monthly fees for staff or resources as outlined in Schedule 'A'. These rates shall form the basis for adjustments to the value of the contract in the event the scope of work varies from that proposed.
- j) A call out rate for Emergency after hours calls requiring Contractor attention.
- k) A written staff safety protocol for shelter staff or enforcement staff outlining their efforts to mitigate or expected response to any dangerous situations that may be encountered in exercising their responsibilities under the agreement with the City.
- l) A minimum of three (3) client references from projects of a similar size and scope.

13. Review of Proposals

- 13.1 The City will review the Proposals submitted to determine whether, in the City's opinion, Proponents have demonstrated the required experience and qualifications to fulfill the obligations of the services identified in this RFP.

- 13.2 The City, in its sole discretion and without having any duty or obligation to do so, may conduct any inquiries or investigations, including but not limited to contacting references, to verify the statements, documents, and information submitted in connection with the Proposal and may seek clarification from the Proponent's clients regarding any financial and experience issues.
- 13.3 Proposals shall be evaluated to determine the best value offered to the City against conformance to the following criteria:
- a) Understanding of project objectives/outcomes and vision.
 - b) Project Methodology.
 - c) Team Composition – Experience and Qualifications of those staff to be assigned to the project.
 - d) Project Deliverables.
 - e) Value for Money.
 - f) References.
- 13.4 Proponents may be scheduled for an interview at the discretion of the City.

14. Non-Conforming Applications

- 14.1 Proposals which fail to conform to the Format Requirements or which fail to conform to any other requirement of this RFP may be rejected by the City. Notwithstanding the foregoing or any other provision of this RFP, the City may at its sole discretion elect to retain for consideration Proposals which deviate either materially from the format requirements set out in hereto or which otherwise fail to conform to any other requirement of this RFP except the requirement of delivery of the Proposal prior to Closing Time.

15. RFP Process

- 15.1 The City may unilaterally take the following actions, and shall not be liable for any such actions:
- a) amend the scope and description of the products and services to be procured as described in this RFP, and the qualifications that may be required to meet those requirements;
 - b) reject or accept any or all Submissions;
 - c) cancel the RFP process at any time and reject all submissions; or
 - d) cancel the RFP process and recommence in respect of the same RFP with the same or an amended set of documents, information and requirements.

- 15.2 The Proponent acknowledges and agrees that any RFP is in no way whatsoever an offer to enter into an agreement and submission of a Request of Proposal by any Proponent does not in any way whatsoever create a binding agreement. The Proponent acknowledges that the City has no contractual obligations whatsoever arising out of the RFP process.

16. Working Agreement

- 16.1 The successful proponent will enter into an Agreement for services with the City based upon the information contained in this Request for Proposal and the successful proponent's submission and any modifications thereto.
- 16.2 Upon execution of this Agreement, the Successful Proponent shall provide the City with security for performing the services of this Agreement in the amount of at least \$20,000 (twenty thousand dollars) in the form of an irrevocable letter of credit acceptable to the City's Manager of Purchasing (the "Letter of Credit"), to be maintained for the term of this Agreement and for at least sixty (60) days beyond its expiry or termination otherwise.
- 16.3 Proponents may include their standard terms of engagement.

17. Information Disclaimer

- 17.1 The City and its directors, officers, employees, agents, consultants and advisors are not liable or responsible for any verbal or written information, or any advice, or any errors or omissions, which may be contained in this RFP or otherwise provided to the Serviced provider pursuant to this RFP.
- 17.2 The Proponent shall conduct its own independent investigations and interpretations and shall not rely on the City with respect to information, advice, or documentation provided by the City. The information contained in this RFP is provisional and will be superseded by other agreement documents.
- 17.3 The City makes no representation, warranty, or undertaking of with respect to this RFP and the City and its directors, officers, employees, agents, consultants and advisors, shall not be liable or responsible for the accuracy or completeness of the information in this RFP or any other written or oral information made available to any interested person or its advisors, and any liability however arising, is expressly disclaimed by the City.

Attachment "A"

Arial Photo of 12071 No 5 Road

Portion outlined in red to be utilised and maintained by the Contractor.



Schedule 'A'

Contract 3380P

City of Richmond
Shelter Operation & Animal Control Services

Selected Staffing / Resources & Relative Costs

				Monthly Average
Shelter Operation				
Staffing	Position	FTE	Cost	Average Callout Rate / Hr
	Manager	[]	\$	\$
	Supervisor	[]	\$	\$
	Patroller	[]	\$	\$
	Staff	[]	\$	\$
	Other (Detail)			
	[]	[]	\$	
	[]	[]	\$	
	[]	[]	\$	
	[]	[]	\$	
Resources	Vehicles	# []	\$	\$
	Base Radio	# []	\$	
Animal Control Services				
Staffing	Position	FTE	Cost	Average Callout Rate / Hr
	Supervisor	[]	\$	\$
	Patroller	[]	\$	\$
Resources	Vehicles	# []	\$	\$
	Patrol Radio	# []	\$	
	Patrol Equipment		\$	
	Other (Detail)			
	[]	[]	\$	
	[]	[]	\$	
	[]	[]	\$	
	[]	[]	\$	

This Agreement dated the 1st day of February, 2011

BETWEEN:

CITY OF RICHMOND, a municipal corporation pursuant to the *Local Government Act* and having its offices at 6911 No. 3 Road, Richmond, British Columbia V6Y 2C1

(the "City")

AND:

[the successful proponent]

a _____ incorporated in British Columbia under number _____, having its registered office at _____

(the "Contractor")

WHEREAS:

- A. The City requires the provision of animal control and the operation of an animal shelter and associated services at the western part of 12071 No. 5 Road, Richmond, British Columbia as shown outlined in bold on the plan attached hereto attached hereto as Schedule "A" (the "Shelter Property"), which property is owned by the City and has the following legal description:

P.I.D. 013-082-531
Parcel "A" (Reference Plan 15624) of Parcel "J" (Reference Plan 8114)
North East Quarter Section 12 Block 3 North Range 6 West
New Westminster District

- B. The City issued a Request for Proposal Contract 4024P Shelter Operations and Animal Control Services ("RFP") and the Contractor responded to the RFP by submission received by the City on _____, 2010; and
- C. The City has agreed to award Contract 4024P to the Contractor and the Contractor has agreed to deliver the services described herein on the terms and conditions hereinafter set out.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the matters referred to in the foregoing recitals, the covenants and agreements herein contained

and the sum of Ten Dollars (\$10.00) paid by the City to the Contractor and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the parties hereto hereby covenant and agree as follows:

1. Definitions

1.1 For the purposes of this Agreement:

“Agreement” or **“this Agreement”** means this agreement and includes all recitals and schedules to this agreement;

“City” and **“City of Richmond”** means the City of Richmond and is called the “City” when referring to the corporate entity and the “City of Richmond” when referring to the geographic location;

“Domestic Animal” means any domesticated or tamed animal that is typically kept as a pet, including, without limitation, cats, dogs, rabbits, birds, ferrets and weasels;

“Domestic Farm Animal” means farm animals typically kept for farm purposes, including, without limitation, cows, horses, sheep, goats, chickens, pigs, and llamas, but does not include Domestic Animals;

“Shelter Property” has the meaning set out in Recital A of this Agreement;

“Statutory Holiday” has the same meaning as in the *Employment Standards Act* of British Columbia and any amendments thereto;

“Wildlife” means any animal other than a Domestic Animal or a Domestic Farm Animal; and

undefined terms in this Agreement shall be interpreted consistently with the *Community Charter*, S.B.C. 2003 c. 26; the City’s *Animal Control Regulation Bylaw No. 7932*; the City’s *Dog Licencing Bylaw No. 7238*; and the City’s *Notice of Bylaw Violation Dispute Adjudication Bylaw No. 8122*, and any amendments thereto.

2. Term of Agreement

2.1 Subject to sections 2.2 and 2.3 of this Agreement, the term of this Agreement shall be the period from February 1, 2011 to January 31, 2013.

2.2 This Agreement may be terminated by either party upon delivering at least eight (8) weeks’ notice in writing to the other party at the address shown on the first page of this Agreement, or such shorter time and in such a manner as may be mutually agreed upon in writing by the parties.

- 2.3 If in the opinion of the City, the Contractor has breached a material term of this Agreement, the City may notify the Contractor in writing of such breach and require such breach to be remedied within a certain time period. If the Contractor has not rectified the breach to the satisfaction of the Manager, Community Bylaws within the period identified in the notice, the City may terminate this Agreement in writing immediately and without further notice.

3. Contractor's Duties and Responsibilities:

- 3.1 The Contractor shall be responsible, at its sole expense, for the following:

Animal Control Services

- (a) between the hours of 10:00 a.m. and 6:00 p.m. Monday through Friday, and between 9:00 a.m. and 5:00 p.m. on Saturday and Sunday, including all Statutory Holidays, provide for:
- i. patrolling in all areas of the City of Richmond for animal control and enforcement of related bylaws, with concentrated patrols for high incidence problem areas as may be identified or determined by the City, in consultation with the Contractor, from time to time;
 - ii. pick up and seizure of injured, stray or dangerous Domestic Animals or Domestic Farm Animals and removal of dead animals within the City of Richmond and transportation and delivery of such animals in a humane and safe manner as appropriate and necessary in the circumstances;
 - iii. active enforcement of the following City bylaws and any amendments thereto, and issuance of tickets as circumstances may warrant:
 - A. *Animal Control Regulation Bylaw No. 7932;*
 - B. *Dog Licensing Bylaw No. 7138;*
 - C. *Municipal Ticket Information Authorization Bylaw No. 7321;* and
 - D. *Notice of Bylaw Violation Dispute Adjudication Bylaw No. 8122;*
- (b) respond to complaints regarding injured or dangerous Wildlife, picking up and transporting injured or dangerous Wildlife, where practicable, in a safe and humane manner for care, impoundment, rehabilitation or disposal as necessary or appropriate in the circumstances;
- (c) invoke enforcement of the *Prevention of Cruelty to Animals Act* [R.S.B.C. 1996] c. 373 and related regulations and amendments thereto, all as they may be amended or substituted from time to time, as circumstances may warrant; and report to the B.C. Society for the Prevention of Cruelty to Animals any potential cases of cruelty or neglect that come to the attention of the Contractor or the City;

- (d) provide at least one (1) vehicle dedicated for animal control pursuant to this Agreement that is equipped with a two-way radio communication, together with a base station, telephone recorder and other in-vehicle equipment necessary for the purposes of this Agreement, and maintaining access to at least one dedicated animal control vehicle of sufficient size and capacity to transport large animals in a humane and safe manner;

Animal Shelter Services

- (e) provide, maintain and staff a fully equipped animal shelter at the Shelter Property for animals located within the City of Richmond that have strayed, been abandoned, or otherwise delivered to the Contractor;
- (f) make the animal shelter available to the public between the hours of 10:00 a.m. and 6:00 p.m. Monday through Friday, and between 9:00 a.m. and 5:00 p.m. on Saturday and Sunday, except on statutory holidays;
- (g) receive, impound and hold for claiming by the owners, any animal delivered to the shelter by City employees, bylaw enforcement officers, and residents of the City;
- (h) provide two (2) dedicated kennels, plus food and water, for receipt of seized or stray animals delivered by the City's bylaw enforcement officers beyond the hours of operation outlined in paragraph 3.1 (f) herein;
- (i) clean the animal shelter on a daily basis (including statutory holidays), including all shelter and kennel areas, hallways and equipment, food and water containers; and collect and properly dispose of animal refuse, manure, or other animal waste;
- (j) provide for humane treatment of all animals delivered to the shelter, including, without limitation,
 - i. basic first aid services;
 - ii. licensed veterinary care as appropriate for all sick or injured animals; and
 - iii. feeding, boarding and exercise for animals who remain in the shelter;
- (k) dispose of unclaimed animals by adoption or by humane destruction;
- (l) when an animal is to be destroyed, ensure each destruction is carried out in cooperation with or under the supervision of a licensed veterinarian in a manner that conforms to the standards of the B.C. Veterinary Medical Association;

- (m) provide for hygienic storage, incineration or other disposal of animal carcasses in accordance with any applicable laws;
- (n) ensure that any and all veterinarian services are provided by a person licensed by and in good standing with the B.C. Veterinary Medical Association for that service or those services;
- (o) maintain adequate security for impounded animals, including without limitation the operation and maintenance of a monitored security system for the shelter;
- (p) provide building maintenance services as outlined in Schedule "B" - Chart of Services for Building Maintenance; and
- (q) at the time that the amounts become due and owing,
 - i. pay property taxes, municipal utility rates, permit and licence fees, and other municipal fees to the City;
 - ii. pay telephone, electric, gas or other utility bills and garbage collection fees to the respective service providers; and
 - iii. pay for other operating expenses as necessary;

Records

- (r) maintain accurate records of all activities, business transactions, monies received and monies paid out in the performance of this Agreement; such records to include, but not be limited to:
 - i. log reporting all general complaints (Call Log);
 - ii. log to be used for recording, in a manner acceptable to the Manager, Community Bylaws, the timely disposition of any calls or report related to animal abuse or aggression including without limiting the generality of the foregoing, dog and other animal bites; aggressive dogs and other animals; and animals in distress.
 - iii. log reporting all animals found (Found Log);
 - iv. log describing all animals impounded, surrendered for adoption, or for destruction (Animals Log); and
 - v. log identifying all dog licenses sold by the Contractor (Dog Licence Log);
- (s) provide a monthly operations report to the City, in a manner acceptable to the Director of Finance and the Manager of Community Bylaws, setting out:
 - i. a detailed summary of hours worked during the previous month;
 - ii. all revenue, fees and charges collected for impounding, boarding, adoption, spaying or neutering, destruction;

- iii. total dog licence fees collected pursuant to section 4.1 of this Agreement for the previous month;
- iv. number and type of complaints communicated to the Contractor;
- v. number of dogs claimed, impounded, sold, and destroyed;
- vi. number of any other animals processed pursuant to this Agreement; and

Staffing

- (t) employ sufficient personnel and maintain adequate staffing levels to ensure all services pursuant to this Agreement are carried out in an efficient and professional manner;
- (u) ensure all staff members are uniformed in such a way to identify themselves clearly with the Contractor and the service, and carry identification cards acceptable to the City;
- (v) ensure any and all persons hired by the Contractor as animal control officers are certified by the Justice Institute of British Columbia as having successfully completed the Bylaw Enforcement and Investigative Skills program, or equivalent combination of experience and training as determined by the City’s Manager, Community Bylaws; and
- (w) comply with all Provincial and Federal laws relating to employees and volunteers, and in particular, without limitation, any requirements of the Workers’ Compensation Board of B.C., for the term of this Agreement.

3.2 The Contractor agrees to:

- (a) conduct itself professionally and with integrity, so as not to embarrass or discredit the City, throughout the performance of the duties and obligations established in this Agreement; and
- (b) conduct all public relations and customer service in a neutral and respectful manner.

4. Sale of Dog Licenses and Remittance of Fees

4.1 The Contractor shall be responsible for arranging for dog licensing and selling decals and for collecting fees for the issuance of dog licenses for impounded and unlicensed dogs upon release to their owners and in relation to dogs released for adoption.

4.2 The Contractor shall:

- (a) ensure that the City's Dog License Application Form is completed for each dog licensed or decal sold;
- (b) submit completed Dog License Application Forms to the City on a monthly basis, together with the Statement of Account to be submitted pursuant to section 8.3 of this Agreement;
- (c) make available to the City, on request at any time, completed Dog License Application Forms and unsold dog licenses and decals; and
- (d) remit to the City fifty percent (50%) of licence revenues collected or received for dog licenses pursuant to section 4.1 of this Agreement on a monthly basis, together with the Statement of Account to be submitted pursuant to section 8.3 of this Agreement.

5. Security

- 5.1 Upon execution of this Agreement, the Contractor shall provide the City with security for performing the services of this Agreement in the amount of at least \$20,000 (twenty thousand dollars) in the form of an irrevocable letter of credit acceptable to the City's Manager of Purchasing (the "Letter of Credit"), to be maintained for the term of this Agreement and for at least sixty (60) days beyond its expiry or termination otherwise.
- 5.2 The City shall have the immediate right to make one or more draws upon the Letter of Credit, up to the aggregate amount of \$20,000 (twenty thousand dollars), and apply the proceeds of any such draw towards the performance of the Contractor's obligations under this Agreement if, in the opinion of the City's Manager, Community Bylaws, the Contractor is in default of any of its obligations under this Agreement and the Contractor fails to remedy any such default within fourteen (14) days of written notice by the City to the Contractor specifying the default.

6. Insurance

- 6.1 The Contractor shall obtain and maintain comprehensive general liability and property insurance in the amount of at least \$5,000,000 (five million dollars) inclusive per occurrence for bodily injury and property damage, and at least \$5,000,000 (five million dollars) for personal injury per occurrence. The policies shall cover all premises and operations necessary or incidental to the performance of this Agreement and shall include, but not necessarily be limited to:
 - (a) contractual liability assumed under this Agreement;
 - (b) cross liability clauses;

- (c) automobile liability for vehicles owned, leased, hired or borrowed by the Contractor;
 - (d) owner's protective liability; and
 - (e) contingent employer's liability for operations of sub-contractors.
- 6.2 The City may require that a dedicated limit of the Contractor's professional liability policy be allocated to cover the Contractor's work while contracted by the City.
- 6.3 The City, its officers, officials and employees shall be added as an additional insured under the Contractor's comprehensive general liability insurance. All such insurance provided by these policies shall be primary regardless of any insurance or self-insurance that may be enforced at the time of any loss or claim that insures the City, its officers, officials, and employees.
- 6.4 All insurance policies shall provide that they cannot be cancelled, lapsed or materially changed without at least 30 days' notice to the City.
- 6.5 Prior to the commencement of the services hereunder, the Contractor shall file with the City a certified copy of each insurance policy and certificate required. All such insurance shall be maintained until final completion of the service contemplated by this Agreement.

7. Release and Indemnity

- 7.1 The Contractor hereby releases the City, its officials, employees, agents, servants and representatives from all costs, losses, damages, liabilities, costs, expenses, and reasonable legal fees, including those caused by personal injury, death, property damage, loss and economic loss and including arising from or allegedly rising from, suffered or experienced by the Contractor, its officers, employees, servants, agents, volunteers, assigns, or persons for whom the Contractor has assumed responsibility, arising out of or in connection with its or their performance or non-performance of services, duties or obligations under this Agreement, operation of its vehicles or activities related to animal control or the animal shelter or the Shelter Property.
- 7.2 The Contractor hereby agrees to indemnify the City from and against all costs, losses, damages, liabilities, expenses and reasonable legal fees caused by any acts, omissions, negligence, breach of contract or other legal wrong of the Contractor, its officers, employees, servants, agents, volunteers, assigns, or persons for whom the Contractor has assumed responsibility, arising out of or in connection with its or their performance or non-performance of services, duties or obligations under this Agreement, operation of its vehicles or activities related to animal control or the animal shelter or the Shelter Property.

8. Compensation

8.1 The City agrees to pay to the Contractor for services and obligations performed under this Agreement the following amounts:

- (a) \$_____ for the first year of this Agreement, commencing February 1, 2011, payable at a rate of \$_____ monthly for 12 months; and
- (b) \$_____ for the second year of this Agreement, commencing February 1, 2012, payable at a rate of \$_____ monthly for 12 months;

all payments to be inclusive of the Federal Harmonized Sales Tax (“HST”) and to be payable in advance, and not to exceed a total amount of \$_____ for the entire term of this Agreement.

8.2 In the event of earlier termination pursuant to section 2.2 or 2.3 of this Agreement, the amount of payment owing to the Contractor shall be prorated to reflect the work actually performed to the date that termination takes effect.

8.3 Once each month, no sooner than the first business day of each month, commencing February 1, 2011, the Contractor shall submit a written statement of account to the City that indicates the period covered and that provides:

- (a) a detailed summary of hours worked during the previous month;
- (b) the number of dog licences sold pursuant to section 4.1 of this Agreement (together with remittance of fifty percent (50%) of the revenues collected or received for such licenses, as per section 4.2(d) of this Agreement);
- (c) the Contractor’s HST registration number;
- (d) the amount of HST or other tax charged on each transaction; and
- (e) the City’s Purchase Order number.

(the “Statement of Account”).

8.4 The fee portion of the Statement of Account must indicate the period covered and must show the amount of HST charged for such period.

8.5 The City agrees to make payments to the Contractor within ten (10) business days of receiving the Statement of Account.

9. Revenues

9.1 The Contractor shall have, throughout the term of this Agreement, exclusive receipt, management and control of the following sources of revenue:

- (a) fifty percent (50 %) of dog licence revenues collected or received pursuant to section 4.1 of this Agreement;
- (b) all revenues derived from or related to the incineration or other disposal of animals; and
- (c) all revenues from charges for impoundment, maintenance, storage, spaying, neutering, surrender and charges related to the adoption of animals, including any increases to those charges implemented during the term of this Agreement;

10. Independent Contractor & WCB Coverage

- 10.1 The Contractor is an independent contractor and no agency, joint venture, association, partnership or employee-employer relationship arises between the City and the Contractor, or between the City and any of the Contractor's officers, employees, servants, agents, sub-contractors, volunteers or representatives as a result of this Agreement.
- 10.2 The Contractor hereby waives all rights, claims and entitlements whatsoever that may be afforded to employees of the City pursuant to the City's Group Life Insurance Plan, Long Term Disability Plan, Dental Plan, or any other plans or arrangements that confer benefits. Without limiting the generality of the foregoing, all payments required of an employer to the Federal or Provincial government or to the Contractor's employees, whether under legislation related to income tax, employment insurance, Canada Pension Plan, Workers Compensation, superannuation, or other Provincial or Federal laws, and other payments that may be required by law, shall be the sole responsibility of the Contractor and not the City.
- 10.3 The Contractor shall comply with all applicable requirements of the Workers' Compensation Board of British Columbia ("WCB") including, without limitation, any requirement to procure and carry or cause to be procured and carried and paid for, at its own expense, full WCB coverage for itself and all workers, employees, servants and others engaged in the services, duties and obligations under this Agreement. The City shall have the unfettered right to set off the amount of any unpaid premiums and assessments for such WCB coverage against any monies owing by the City to the Contractor. The City shall have the right to withhold payment under this Agreement until the WCB premiums, assessments or penalties in respect of the work done or services, duties or obligations performed in fulfilling this Agreement have been paid in full.
- 10.4 The Contractor confirms that it is, if required by law, registered and in good standing with the WCB and all assessments have been paid in full prior to the City having any obligation to pay monies under this Agreement. If requested by the City's Manager of Community Bylaws, the Contractor shall provide the City with the Contractor's

WCB registration number and a letter from the WCB confirming that the Contractor is registered in good standing with the WCB and that all assessments have been paid to the date thereof. The Contractor shall release, indemnify and hold harmless the City from all manner of claims, demands, costs, losses, sanctions and penalties and proceedings arising out of or in any way related to unpaid WCB assessments owing from any person or corporation engaged in the performance of this Agreement.

- 10.5 The Contractor shall not disclose or promote its relationship with the City including by means of any verbal declarations, announcements, sales, marketing or other literature, letters, client lists, press releases, brochures or other written materials (the "Communications") without the express prior written consent of the City (except as may be reasonably necessary for the Contractor to perform the Contractor's obligations under the terms of this Agreement).

11. Assignment & Subcontracting

- 11.1 The Contractor shall not, without obtaining the prior written consent of the City (which may be arbitrarily withheld), duly execute, transfer or assign this Agreement or any obligation, right or privilege under it.
- 11.2 The Contractor shall not be relieved of any terms, obligations or duties under this Agreement by entering into a sub-contract.

12. Shelter Property

- 12.1 This Agreement entitles the Contractor to occupy and use the Shelter Property for the purposes of providing the services and carrying out the duties and obligations of this Agreement during the term of this Agreement.
- 12.2 During the term of this Agreement the Contractor shall, at the Contractor's sole cost and expense:
- (a) not permit or suffer waste or injury to the Shelter Property or any part thereof and shall not use or occupy or permit to be used or occupied the Shelter Property or any part thereof for any unlawful purpose;
 - (b) maintain the Shelter Property in a sanitary, neat, tidy and safe condition and free from nuisance at all times and, without limiting the generality of the foregoing, repair any damage caused to the Shelter Property by the Contractor or any of its officers, employees, servants, agents, volunteers, assigns, or persons for whom the Contractor has assumed responsibility to the satisfaction of the City in its sole discretion;
 - (c) comply with and abide by all laws, by-laws and lawful orders which touch and concern the Shelter Property and/or the Contractor's use of the Shelter Property;

- (d) not release, dump, spill or place, or allow to be released, dumped, spilled or released on the Shelter Property any waste or special waste (as defined in the *Environmental Management Act*, S.B.C. 2003, c. 53, as it may be amended or substituted from time to time), or any toxic substance (as defined in the *Canadian Environmental Protection Act*, S.C. 1999, c. 33, as it may be amended or substituted from time to time), or any matter which the British Columbia Ministry of Environment considers a risk to the environment or to human health;
 - (e) comply promptly with the legal requirements of all authorities, including any association of fire insurance underwriters or agents, and all notices issued by them that are served upon the City and/or the Contractor;
 - (f) not carry on or do or allow to be carried on or done on the Shelter Property any cutting, clearing or removal of trees, bushes or other vegetation or growth or any excavation or disturbance of the Shelter Property without the City's prior written consent;
 - (g) not bring on, construct, erect, install or deposit any structures, soil or fill on the Shelter Property except with the City's prior written consent; and
 - (h) provide all necessary security for the safety and security of the users of the Shelter Property, as well as the safety and security of all vehicles located in the Shelter Property; and
 - (i) ensure that the Contractor and all its officers, employees, servants, agents, volunteers, assigns, or persons for whom the Contractor has assumed responsibility, comply with the Safety Protocol For Shelter and Enforcement Staff, a copy of which is attached hereto as Schedule C to this Agreement.
- 12.3 The Contractor shall, prior to the end of the Term or its earlier termination, restore the Shelter Property to the same or better condition it was in prior to the exercise by the Contractor of its rights hereunder, to the satisfaction of the City's Engineering Inspector, in his sole discretion.
- 12.4 The Contractor acknowledges that the City has made no representations or warranties as to the state of repair of the Shelter Property, the safety of the Shelter Property, the location of any public or private utilities or City works thereon, the stability or state of the soil thereon, or the suitability of the Shelter Property for any business, activity or purpose whatsoever. The City shall not be obliged to furnish any services or facilities or to make repairs or alterations in or to the Shelter Property other than as specifically provided in Schedule B to this Agreement. The Contractor accepts the Shelter Property "as is".

- 12.5 This Agreement does not transfer or convey any interest in land in the Shelter Property to the Contractor. In particular and without limiting the generality of the foregoing, the Contractor may not rent or lease or allow residential or other occupation of any part of the Shelter Property.
- 12.6 The Contractor acknowledges that the City may change the physical location of the animal shelter to an alternate appropriate location. In such event, the City will give the Contractor prior written notice of any such change to the Contractor as much in advance of the proposed relocation as reasonably possible, as determined by the City in its sole discretion. All such relocation expenses shall be at the sole cost of the City.
- 12.7 The Contractor further acknowledges that the City may need to reduce the size of the Shelter Property if a portion of the Shelter Property is required for another City purpose. In such event, the City will give the Contractor prior written notice of any such reduction and the City shall pay the cost of relocating the fence to the new boundary of the Shelter Property.

13. Confidentiality

- 13.1 The Contractor shall not, without first obtaining the express consent of the City in writing, provide or disclose to any other person any information provided by the City, specifically proprietary, sensitive, personal or confidential information or information developed as a result of the performance of this Agreement. All information provided to the Contractor or developed by the Contractor pursuant to this Agreement shall be returned to the City upon termination of this Agreement.
- 13.2 The Contractor acknowledges that the City is subject to the *Freedom of Information and Protection of Privacy Act* [R.S.B.C. 1996] c. 165, as it may be amended or substituted from time to time, and that the Contractor is a “service provider” within the meaning of that *Act* and as such, is subject to that *Act*.

14. Related Companies

- 14.1 The Contractor shall not, during the term of this Agreement, perform a service for or provide advice to any person, (including without limitation a firm or corporation) where the performance of the service or the provision of the advice may or does, in the opinion of the City, give rise to a conflict of interest between the obligations of the Contractor to the City under this Agreement and the obligations of the Contractor to such other person.

15. Notices

- 15.1 Any notices or other communications required or permitted hereunder shall be sufficiently given if delivered or if sent by prepaid courier or by regular mail to the addresses of the parties described on the first page of this Agreement, or to such other

addresses that may be specified by notice in writing by either party to the other. Any such notice or communication shall be deemed to have been given, if delivered by courier, on the second business day after the courier is retained and if by mail, on the fourth business day after the date of mailing.

16. General

16.1 This Agreement:

- (a) may be amended or modified upon mutual agreement in writing and executed by both parties;
- (b) shall enure to the benefit of and be binding on the parties, notwithstanding any rule of law or equity to the contrary;
- (c) constitutes the entire agreement between the parties and no representations, warranties, terms or conditions are valid other than those expressed or implied herein, and any collateral agreements are not binding upon the City unless made in writing and executed by the City;
- (d) shall be governed and construed in accordance with the laws of British Columbia;
- (e) time shall be of the essence of this Agreement, save as herein and otherwise provided;
- (f) the headings appearing in this Agreement have been inserted for reference and as a matter of convenience and in no way define, limit or enlarge the scope or meaning of this License or any provisions thereof;
- (g) all provisions of this Agreement are to be construed as covenants and agreements as though the words covenant and agree were used in each separate paragraph; and
- (h) waiver of any default by a party shall not be interpreted or deemed to be a waiver of any subsequent default.

16.2 Any opinion which the City is entitled by virtue of this Agreement to form may be formed on behalf of the City by the General Manager responsible for Community Bylaws, or his or her delegate, in which event the opinion of the City is determinative for the purposes of this Agreement.

16.3 Every reference to each party is deemed to include the heirs, executors, administrators, successors, assigns, employees, agents, officers and invitees of such party whenever the context so requires or allows.

- 16.4 Whenever the singular or masculine is used in this Agreement, the same is deemed to include the plural or the feminine or the body politic or corporate as the context so requires.
- 16.5 No consent or waiver, express or implied, by a party to a breach or default by the other party shall be deemed or construed to be a consent to or waiver of any subsequent breach or default in the performance by such other party hereunder. Failure by a party to object or to complain of any act or failure to act by the other party or to declare the other party in default, irrespective of how long such failure continues, shall not constitute consent or waiver by such party of its rights under this Agreement.
- 16.6 If any schedule, section, subsection, paragraph, sentence or phrase in this Agreement is for any reason held to be invalid by a court of competent jurisdiction, the invalid portion shall be severed and the decision that it is invalid shall not affect the validity of the remainder of this Agreement.
- 16.7 Nothing contained or implied in this Agreement shall fetter in any way the discretion of the City or the Council of the City. Further, nothing contained or implied in this Agreement shall derogate from the obligations of the Contractor under any other agreement with the City or, if the City so elects, prejudice or affect the City's rights, powers, duties or obligations in the exercise of its functions pursuant to the *Local Government Act* [R.S.B.C. 1996] c. 323, as it may be amended or substituted from time to time, and/or the *Community Charter* [S.B.C. 2003] c. 26, as amended or substituted from time to time, and the rights, powers, duties and obligations of the City under all public and private statutes, by-laws, orders and regulations, which may be, if the City so elects, as fully and effectively exercised as if this Agreement had not been executed and delivered by the Contractor and the City.
- 16.8 The Contractor acknowledges that it has had the opportunity of obtaining independent legal advice, has reviewed this Agreement carefully and fully understands its contents and effects.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

CITY OF RICHMOND by its
authorized signatories:)

Mayor - Malcolm D. Brodie)

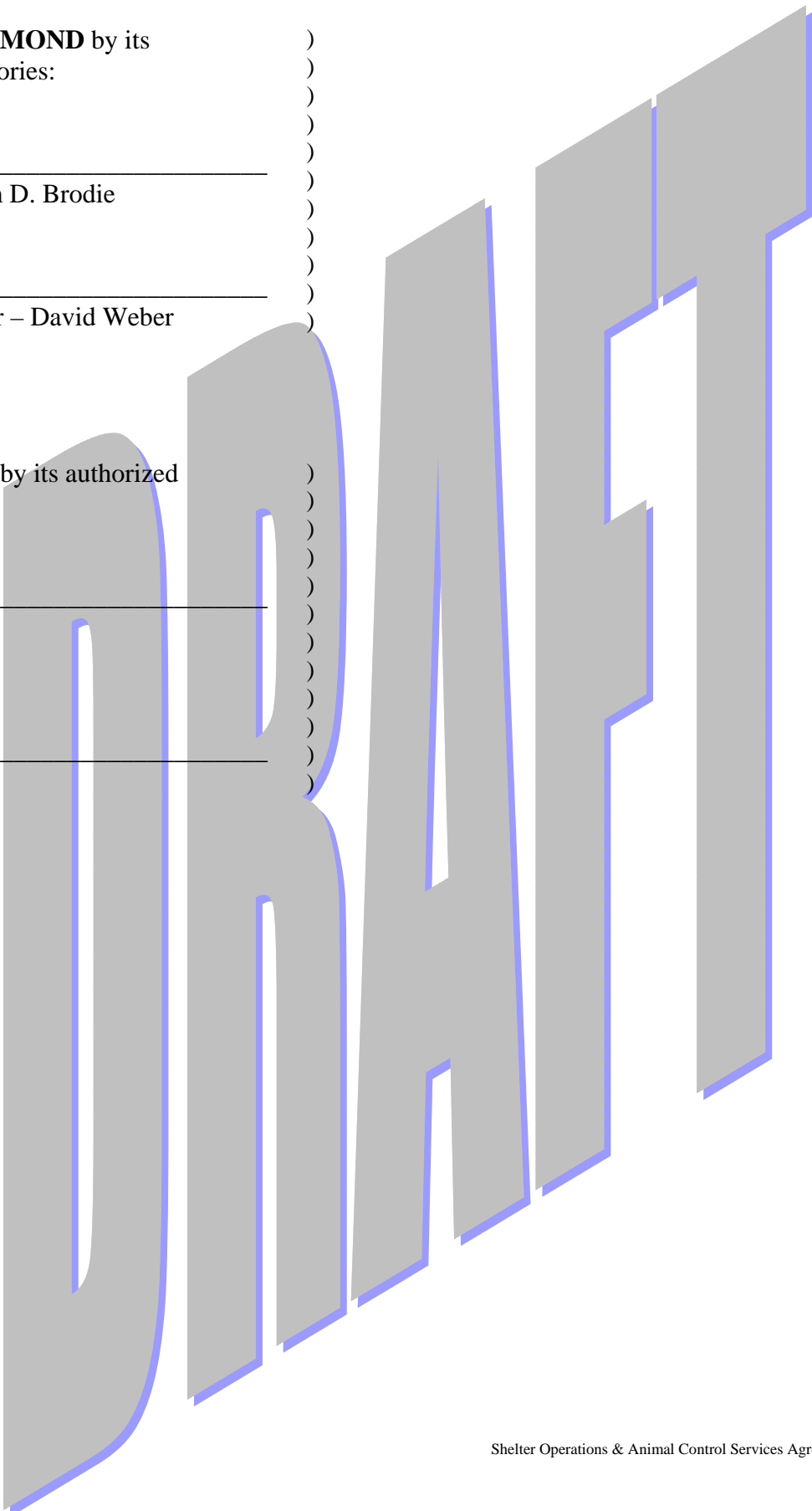
Corporate Officer – David Weber)

_____, by its authorized
signatories:)

Print Name:)

Print Name:)

CITY OF RICHMOND
APPROVED for content by originating dept.
APPROVED for legality by Solicitor
DATE OF COUNCIL APPROVAL (if applicable)



SCHEDULE "A"
SHELTER PROPERTY*



**SCHEDULE “B”
CHART OF SERVICES FOR BUILDING MAINTENANCE**

This Chart defines the building maintenance responsibilities of both the City and the Contractor for the purpose of section 3.1(p) of the Agreement:

Activity	Who is Responsible		
	City of Richmond	Animal Shelter Contractor	Other (to be determined by the City)
BUILDING			
1. Exterior Building :			
• painting		X	
• graffiti removal		X	
• wall repair		X	
• roofing maintenance and repair ⁽ⁱ⁾	X	X	
• roof replacement	X		
• window/glazing repair		X	
• window/glazing replacement ⁽ⁱⁱ⁾	X	X	
• door locks & hardware ⁽ⁱⁱⁱ⁾		X	
• keys cutting maintenance ⁽ⁱⁱⁱ⁾		X	
• signage			
• free standing		X	
• attached		X	
• gutter cleaning		X	
• window/skylight cleaning (fall restraint protection required)		X	
• sidewalk maintenance			
• entrances & railings		X	
• ramps		X	
• snow removal		X	
• ice removal		X	
• pressure washing		X	
• architectural features (canopies, etc.)		X	
• landscaping		X	
• fencing (all)		X	
• garbage cans		X	
• litter pick up		X	
2. Parking Lot and Driveways:			
• lighting		X	
• snow and ice removal		X	
• curbs		X	
• line painting		X	
• pavement		X	

Activity	Who is Responsible		
	City of Richmond	Animal Shelter Contractor	Other (to be determined by the City)
• signage		X	
• sweeping		X	
3. Interior Building:			
• painting – all		X	
• flooring maintenance		X	
• janitorial service			
• carpet extraction		X	
• flooring replacement ^(iv)	X	X	
• flooring repair	X		
• large appliances/equip		X	
• small appliances		X	
• office equipment		X	
• walls and partitions		X	
• ceiling systems		X	
• planters		X	
• door locks and hardware		X	
• millwork (counters, cabinets, chair rails, display cases)		X	
• toilet and change room partitions		X	
• signage		X	
• lock & cash structures		X	
• window coverings		X	
• telephone system		X	
• P.A. & sound system		X	
• data wiring system		X	
4. HVAC Systems:			
• hydro & gas budgets		X	
• DDC system programming		X	
• HVAC major repairs	X		
• HVAC major inspections (2 Annual) ^(v)		X	
• HVAC (filters & belts) (2 Annual) ^(v)		X	
• HVAC preventative maintenance		X	
• pumps		X	
• energy management		X	
5. ELECTRICAL			
• power systems (Main)	X		
• electrical system maintenance (including lamp & ballast replacement)		X	

Activity	Who is Responsible		
	City of Richmond	Animal Shelter Contractor	Other (to be determined by the City)
6. PLUMBING			
• annual backflow preventer maintenance (mandatory)		X	
• plumbing system piping (interior/exterior)	X		
• plumbing fixtures & shut-offs		X	
7. LIFE & FIRE SAFETY			
a. Security Systems (when applicable)			
• annual PM		X	
• monthly reports		X	
• duress system		X	
• staff training		X	
• monitoring cost		X	
• CCTV		X	
• magnetic door locks ⁽ⁱⁱⁱ⁾		X	
• panel replacement		X	
• panel maintenance		X	
b. Emergency Lights			
• annual		X	
• monthly testing		X	
• staff training		X	
• exit lights		X	
• annual inspection		X	
• fire drills		X	
8. EQUIPMENT			
• Incinerator ^(vi)	X	X	

NOTES:

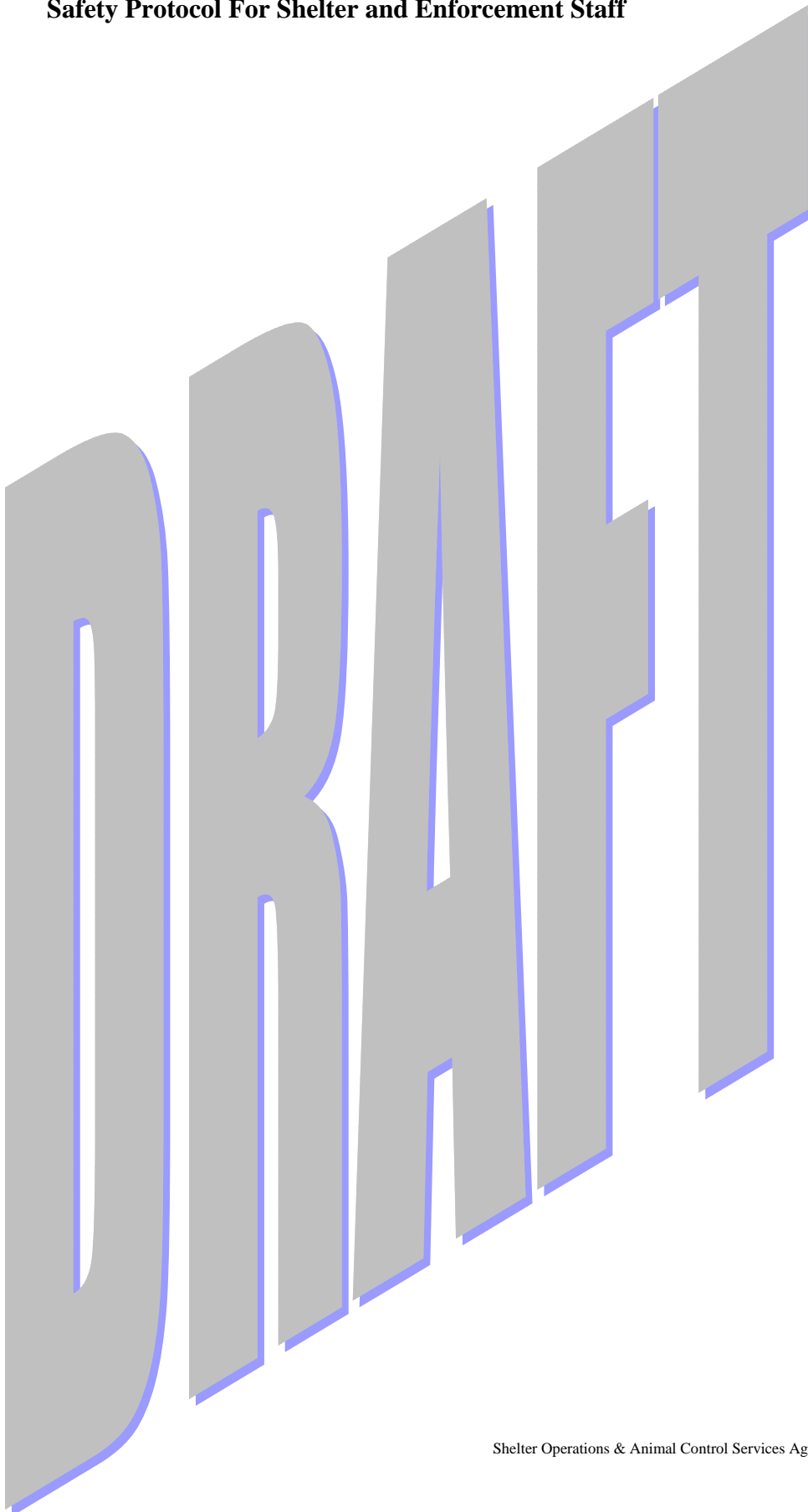
- i. The Contractor will be responsible for the first \$1,000 of maintenance and repair to the roof in each year of the Agreement. The City will be responsible for maintenance and repair in excess of the first \$1,000 in each year of the Agreement.
- ii. Window replacement due to accidental breakage or vandalism is the responsibility of the Contractor. The City will be responsible for replacement resulting from frame failure or failed window seals where required for aesthetic reasons.
- iii. City to have emergency access lock box for all keys and locks for building access.
- iv. City is responsible for lifecycle flooring replacements. Contractor is responsible for all other flooring replacements.

- v. Contractor is responsible for forwarding to the City complete records of preventative maintenance servicing, including vendor field notes. Servicing must be completed by qualified/certified workers.
- vi. Contractor is responsible for maintenance and servicing of the incinerator on or before May 1st and November 1st each year. City is responsible for rebuilds and/or replacement of the incinerator.



SCHEDULE C

Safety Protocol For Shelter and Enforcement Staff





City of Richmond

October 1, 2010
File: 02-0775-50-4024/Vol 01

Business & Financial Services Department
Finance Division
Telephone: 604-276-4218
Fax: 604-276-4162

Attention: To All Proponents

Dear Sir/Madame:

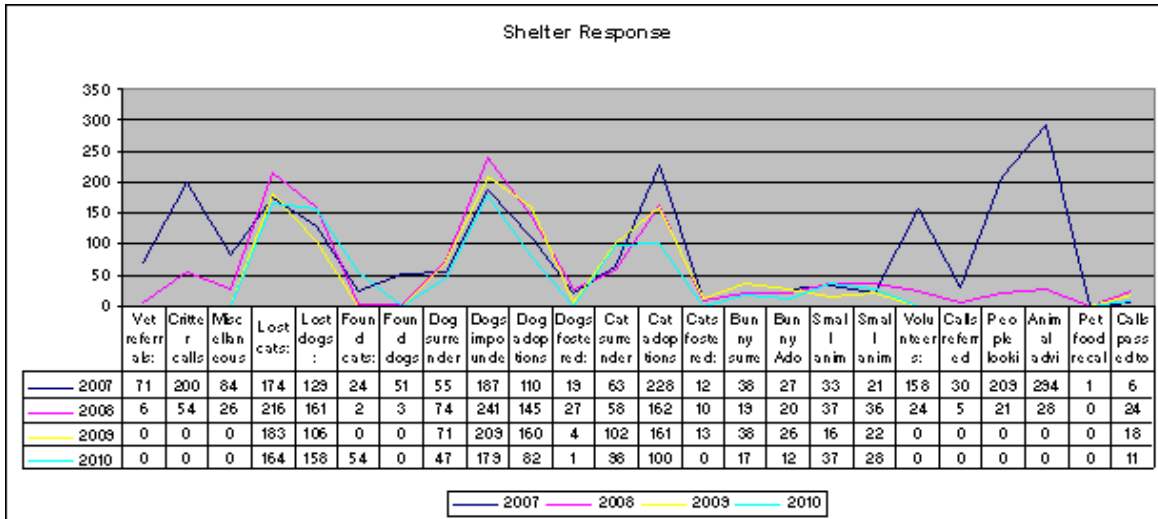
Re: Request for Proposal 4024P – Shelter Operation and Animal Control Services – Addendum One

This Addendum includes items of clarification, forms part of the Contract Documents and shall be read, interpreted and coordinated with all other parts. Please review and consider the following information in the preparation of your Proposals.

I. Questions and Answers

- Q.1 How many dog licences were sold for the 2009 calendar year and how much gross revenue was produced through the sale of these licences?
A.1 Total licences sold in City = 5661; Gross Budget for Dog Licences = \$140,000.
Total included above sold by present Contractor = 188; Revenue to Contractor = \$3,990.
- Q.2 What is the number of complaints received and attended during the hours of 10:00 am – 6:00 pm daily under the current contract?
A.2 Average complaints received and attended per day over past five (5) months = 5.2.
- Q.3 What is the number of complaints received and attended by the City's Bylaw Enforcement Officers during their 7:00 am – 10:00 am, and 6:00 pm – 9:00 pm shift?
A.3 Average complaints received and attended by City per day = four (4) in Summer and (3) in Winter.
- Q.4 What is the number of emergency dispatches in all after hour situations?
A.4 There is no after hours service provided by Contractor or City. However, the City's general emergency dispatch number is 604-270-8721.
- Q.5 How many dogs were impounded for the 2009 calendar year, the number claimed, adopted and euthanized?
A.5 Number of dogs impounded from Jan to Aug 2010 = 179; claimed = 108; adopted = 82; euthanized = (five) 5.
- Q.6 What is the number of current staff from both the contractor and City presently conducting animal investigations / enforcement?

- A.6 Contractor = 1.4 Full Time Employees (FTE); City = 2.8 FTE.
- Q.7 How many service vehicles are presently used in this capacity?
- A.7 Contractor = (one) 1; City = two (2).
- Q.8 Most of this information should already be formatted in monthly pound reports.
- A.8 Yes it is.
- Q.9 Does the City of Richmond (have) a fair wage bylaw requiring wage (parity) with CUPE rates by all contractors. Also what is...CUPE's current Bylaw Officer hourly wage?
- A.9 No fair wage bylaw; Bylaw Liaison Officer I / Step 1 = \$25.98 / hr + benefits
- Q.10 Does the City use an integrated Tempest program for the management of all licensing and service call histories?
- A.10 The City presently uses Amanda; project to be studied in 2011 to enhance software.
- Q.11 What is the current property tax and utility costs at the Animal Services building located at 12071 No. 5 Rd?
- A.11 Property taxes 2010 = \$22,147.00
BC Hydro 2009 = \$7,361.00
Terasen Gas 2009 = \$2,770.00
- Q.12 Would the city be open to changing from the "For Profit" Shelter model that currently exists where the contractor keeps the majority of the revenue and also assumes the responsibility of all operating costs to a "Not for Profit" model where all revenue goes directly to the City and all operating costs would also flow through to the City as well? The staffing, and maintaining of the facility would be done through the Contractor but all associated costs would be billed back to the City. This would allow for a transparent view of all costs and management overview of the facility.
- A.12 As indicated in the Request For Proposal documents, the City will be considering an 'in house' option to address these services.
- Q.13 Does the City operate an incinerator, if no, (how) is road kill currently being disposed of?
- A.13 The shelter itself includes an incinerator; this is used as well to dispose of any animal carcasses picked up by City maintenance staff.
- Q.14 Can we get a report containing statistics for the past three to five (3-5) years detailing such things as the number of dogs impounded, reclaimed, adopted etc, and all associated revenues? This is essential in forecasting staffing, revenue projects and building a comprehensive proposal.
- A.14 Please see the chart provided on the next page.



Q.15 What does the current staffing look like? How many people (are) working per shift?
 A.15 Information on staffing levels for investigation and enforcement is addressed in A.6.

Q.16 What is the internal area of the shelter building ?
 A.16 Main building = 177.1 sq m; Kennels = 217.6 sq m.

II. Deadline for Inquiries

Please note that the deadline for inquiries related to this Request for Proposal is 5:00 pm on Monday, October 4th, 2010. Questions received after this time will not be addressed. All questions must be sent to purchasing@richmond.ca

Proponents should confirm that they have received and reviewed this Addendum by signing and including it with their Proposal.

 Signature, Name and Title

Yours truly,

Kerry Lynne Gillis
 Buyer II - Contracting Specialist

KG:kg

pc: Wayne G. Mercer, Manager, Community Bylaws
Magda Laljee, Supervisor, Community Bylaws



City of Richmond

October 6, 2010

File: 02-0775-50-4024/Vol 01

Business & Financial Services Department
Finance Division
Telephone: 604-276-4218
Fax: 604-276-4162

Attention: To All Proponents

Dear Sir/Madame:

Re: Request for Proposal 4024P – Shelter Operation and Animal Control Services – Addendum Two

This Addendum includes items of clarification, forms part of the Contract Documents and shall be read, interpreted and coordinated with all other parts. Please review and consider the following information in the preparation of your Proposals.

I. Questions and Answers

- Q.1 Would the city consider amending the current contract so that the animal shelter would not receive all types of animals from the public, for example excluding bunnies, birds, etc, and using the facility strictly as a dog and perhaps cat shelter?
- A.1 Proposals should be responsive the requirements as presented in the Request for Proposal. If Proponents wish to include solutions for improving the operation of the shelter based on the site visit or their experiences elsewhere, they could certainly provide such solutions as options appended to their Proposals, for consideration.

Proponents should confirm that they have received and reviewed this Addendum by signing and including it with their Proposal.

Signature, Name and Title

Yours truly,

Kerry Lynne Gillis
Buyer II - Contracting Specialist

KG:kg

pc: Wayne G. Mercer, Manager, Community Bylaws
Magda Laljee, Supervisor, Community Bylaws