



Municipality of North Middlesex

229 Parkhill Main St. Parkhill Ontario N0M 2K0
Telephone: (519) 294-6244, Fax: (519) 294-0573

January 9, 2024

Re: Request for Proposal - Pound Keeping Contract 2024-2025

The Municipality of North Middlesex invites qualified and experienced service providers to submit proposals for the contract of North Middlesex Pound Keeping Services. The selected contractor will be responsible for the safe and humane care of animals, as well as related administrative tasks associated with pound management as per *Animal Control By-Law 090 of 2022*.

The proposals can be picked up at the Municipal Office, 229 Main Street, Parkhill. Sealed proposals marked as such, a WSIB clearance certificate, and proof of insurance must be returned to the Municipal Office by the closing date.

Applicants are encouraged to review the Municipal Animal Control By-Law, and Pound Keeping Resources as detailed on our website:

<https://www.northmiddlesex.on.ca/laws/law-090-2022-animal-control-law>

<https://www.northmiddlesex.on.ca/services/animal-services>

Closing Date: February 2nd 2024 @ 12:00 p.m.

Received By: Ashley Cook, Municipal Clerk
229 Parkhill Main St.
Parkhill ON
N0M 2K0

Term of Contract: 1-year period from March 1 2024 to March 1 2025, with the possibility of extension upon review.

Tender Awarded: Those who submit a proposal will be notified of the results within 15 days after the closing date. The award will be pending an acceptable agreement.

The proposal package is available in alternate format at the Municipal Office upon request, 229 Parkhill Main St. Parkhill ON N0M2K0. Submission must be made physically to the Municipal Office by the above-noted date and time.



Contract Conditions:

The successful bidder will be referred to as the Pound Keeper for the Municipality of North Middlesex. The following terms and conditions will apply to the Pound Keeper contract:

- Pound Keeper will be responsible for pound-keeping functions including but not limited to the following:
 - Impounding dogs in accordance with the *Pound Act* and Municipal By-Laws
 - Maintaining a record of all activities related to the animal.
 - Providing an annual report to the Municipality
 - Maintaining the Pound in accordance with the Provincial regulations and guidelines, as well as being a licensed Kennel
- Ownership or legal access to an established license kennel. Proof of License to be submitted with the tender.
- Valid Driver license and use of personal vehicle suitable for transportation of dogs.
- Contractor will be responsible for all expenses of operation including supply of own vehicle, equipment, operators and staff.
- Contractor will be responsible for liability insurance and workplace safety requirements; proof of liability insurance is to be submitted upon awarding of successful proposal and proof of coverage is to be submitted with proposal.
- Fees will be paid on a monthly basis upon receipt and acceptance of intake paperwork and prepared invoices to the municipality.
- Pound Fees will be negotiated as part of an acceptable agreement between parties.
- Acceptance of the proposal will be subject to negotiation of an acceptable agreement between parties.
- Adherence to all Municipal By-Laws and representation as a service provider of the Municipality of North Middlesex.

The lowest or any proposal will not necessarily be accepted.

Proposal Submission:

Please provide a cover page detailing your qualifications and proposal

Are you registered for HST? **Y** **N** If so, please provide HST No: _____
If you are an HST registrant, proposal prices must include HST.



Explain how you expect emergency veterinary care to be handled when a dog is in distress:

Explain your capacity for receiving dogs on an on-call basis:

I, _____, hereby submit the following proposal prices for the Contract for Pound Keeper services in the Municipality of North Middlesex.

Please include your fees related to the services below:

Annual Retainer:	_____
Pickup Fee / per dog:	_____
Boarding of Dangerous Dog:	_____
Daily Boarding Rate:	_____
Other Fees:	_____



Attached is a draft of a potential agreement that could be negotiated upon. Inquiries can be directed to Ashley Cook. at 519 294 6244 extt. 3224 or clerk@northmiddlesex.on.ca

We look forward to receiving your proposal.

Yours Truly,

Ashley Cook

Ashley Cook
Municipal Clerk
Municipality of North Middlesex



MUNICIPALITY OF NORTH MIDDLESEX

ANIMAL CONTROL/POUND KEEPER SERVICES AGREEMENT

This agreement made in duplicate this xx day of xx, 2024

Between

The Corporation of the Municipality of North Middlesex ("Municipality")

and

XX
("Contractor")

WHEREAS the Municipality has authority under Section 103 of the *Municipal Act, as amended 2001* to create and enforce by-laws relating to animal control including the seizure and impounding of dogs being at large and including sale of impounded dogs

AND WHEREAS the Municipality passed By-Law #10 of 2010, as amended being a By-Law to Provide for the Licencing, Control and Regulation of Dogs, having a short title of "Dog Control By-Law";

AND WHEREAS the Municipality is entering into this contract as a pilot project with the Contractor for limited services with dogs. The pilot project will be subject to review prior to the expiry of the agreement to evaluate whether the services are meeting the intent of the Municipality;

AND WHEREAS the Municipality reserves the right, following the term of this agreement, to publicly advertise for Expressions of Interest for services of pound keeper under its procurement process to ensure an open and transparent call for service.



NOW THEREFORE the Municipality is desirous of entering into a contract for limited services specific to dogs within the boundaries of North Middlesex as outlined in the agreement as follows:

Definitions

1. In this agreement, the following words shall have the following meanings:
 - (a) "Agreement" means this Animal Control and Pound Keeper Services Agreement effective from XX
 - (b) "Dog Control By-law" means By-law # 10 of 2010, as amended, or any subsequent by-laws pertaining to dogs.

Term of Agreement

2. The term of this agreement shall be the period beginning on March 1, 2024 to March 1, 2025.

Termination

3. This agreement may be terminated by either party upon the giving of 90 Days written notice.

Engagement

4. The Contractor shall provide the services to the Municipality as directed by the Municipality and in accordance with all Municipal policies and all applicable laws and regulations in force at the time.
5. The Contractor shall provide pound keeper services on an as-needed and/or emergency basis.
6. The Contractor warrants that it carries on business providing animal control and animal sheltering services and has the knowledge, skill and expertise necessary to perform the services.
7. The Contractor shall report forthwith to the Clerk of the Municipality or a designate as directed by the CAO any matters of an emergency nature including but not limited to dogs impounded that have been subject of bites to humans and/or other animals either through the OPP; Municipal By-law Enforcement Services or through the public.



8. The Contractor agrees to allow the Municipality to publish the services provided through this agreement, hours of operation and contact name and number of the kennel on the Municipal website. An alternate emergency cell phone number will be provided to the Municipality and provided to Municipal Law Enforcement for their exclusive use.

Fee Rates

9. The Municipality agrees to pay the Contractor in consideration for the provision of services as described in this agreement, during the term of this agreement, the following amounts:
 - a. Retainer Fee of \$XX
 - b. \$XX flat fee per pickup of stray dogs, as required, if properly detained in a location with a 911 number within North Middlesex limits only (this includes both mileage and labour time)
 - c. \$XX boarding rate per day for impounded animals and for greater certainty the number of days counted for the purposes of this fee rate shall not include the day of pick-up or receipt of the stray dog.
 - d. Euthanasia and disposal fee, if deemed necessary after consultation with an accredited veterinary services, will be paid by the Municipality in the event the dog is not claimed.

Invoicing and Payment

10. The Contractor shall provide the Municipality with an invoice for services when rendered and provided pursuant to this Agreement and the applicable fee rate. The Municipality shall pay the invoices received on a net 30 basis.
11. The invoice provided by the Contractor shall indicate the Contractor's HST registration number.
12. All payments made by the Municipality to the Contractor under this Agreement shall be made without deductions in respect of, but not limited



to, remittances required under the *Income Tax Act*, Canada Pension Plan, or *Employment Insurance Act*. These remittances, as well as any remittances required under the *Workplace Safety and Insurance Act* and the *Employer Health Tax Act*, are the sole responsibility of the Contractor. The Contractor acknowledges responsibility for arranging for and paying all applicable payments, premiums, and/or penalties under any federal or provincial legislation with respect to the services provided under this Agreement.

Provision of Animal Shelter and Pound Keeper Services

13. The Contractor agrees that it shall, at its own expense, provide, maintain and staff a fully equipped animal shelter/kennel for animals impounded within the Municipality of North Middlesex and that such shelter shall meet all applicable standards of the Municipality and provincial or federal standards, regulations and legislation for such shelters.
14. The animal shelter provided by the Contractor shall have the same meaning as the "Pound" pursuant to the current North Middlesex Dog Control By-law and the Contractor shall have the same meaning as the "Pound keeper" referred to within the North Middlesex Dog Control By-Law, as may be amended.
15. All animals impounded shall be kept a minimum of 3 days, Sunday and holidays excluded. Following that date, if the animal is not claimed – The Municipality By-law Enforcement will work together with the Kennel to have the animal surrendered to a facility that specializes in adoption. The Municipality will reimburse the kennel for boarding fees during this time.
16. If the Contractor is required by law to quarantine an animal for a specific period, the Municipality will pay the additional boarding fees for the quarantine period at the rates set out in section 9 of this Agreement unless the owner redeems the animal in which case the owner shall be responsible for additional fees. All efforts will be made to quarantine the dog at its own premises
17. An Annual Activity report shall be provided to the Municipality and contain the information reasonably requested by the Municipality.
18. The Contractor shall release dogs to owners upon having them sign a release form indicating awareness of potential invoicing for any and all fees incurred by the Municipality at their expense. The Contractor is not responsible for collecting fines issued through the



Municipality. Any disputes shall be handled through By-law Enforcement and/or Municipality.

Indemnity and Insurance

19. The Contractor agrees to indemnify and save harmless the Municipality in respect of all charges, costs, expenses and claims whatsoever arising in connection with the operation of the shelter and in the provision of animal control services or property damage that may occur to the equipment of the Contractor in fulfilling the services set out in this Agreement. The Contractor further indemnifies the Municipality from any regulatory penalties, fees, premiums or amounts owed that may arise as a result of the provision of the services.
20. The Contractor agrees to obtain and provide proof of comprehensive general liability insurance in the amount of Two (2) Million Dollars which shall include the Municipality as an additional name insured and which policy of insurance shall be satisfactory to the Municipality.
21. The Contractor represents and warrants that it will be using vehicles which it owns in carrying out the Services when any travel is required. The Contractor agrees and warrants that when operating such vehicles, the vehicle and driver shall be insured with valid and active insurance coverage in the amount of at least \$2,000,000 per occurrence, which covers the Contractor's use at all times when the Contractor uses the vehicle.

Confidentiality

22. The Contractor shall treat Municipal information as confidential, including but not limited to information related to business affairs, operations, proprietary practices, correspondence, documents, employment matters and personal information.
23. The Contractor acknowledges that the Municipality is subject to the *Municipal Freedom of Information and Protection of Privacy Act*, RSO 1990, c M56 ("MFIPPA") and as a result, some information may at times need to be disclosed by the Municipality as a statutory requirement. The Contractor agrees that the Municipality shall have no obligation to the Contractor and the Contractor does hereby fully release the Municipality



from any liability with respect to information which the Municipality discloses in accordance with a lawful statute applicable in Ontario, including *MFIPPA*, or which it is ordered to disclose by the Office of the Information and Privacy Commissioner or any court or tribunal of competent jurisdiction.

Independent Contractor

24. The Contractor acknowledges that in providing the services it does so as an independent contractor and for the sole purpose of performing the services. The Contractor and any of its personnel are not engaged as an employee, servant or agent of the Municipality. For greater certainty, the Contractor acknowledges that it shall not be entitled to receive any fringe benefits, sick leave, health or life insurance coverage, WSIB premium payment or to participate in OMERS or any other benefit or pension plan of the Municipality.

Assignment

25. This agreement may not be assigned by the Contractor without the consent of the Municipality.

[ONE (1) SIGNATURE PAGE FOLLOWS]



In Witness Whereof the parties have duly executed this agreement as at the year and date first above mentioned.

Contractor

Witness

The Municipality of North Middlesex

Mayor

Clerk

DRAFT