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City of Temiskaming Shores
Request for Proposal
CS-RFP-003-2022
Animal Control and Pound Services

City of Temiskaming Shores
P.O. Box 2050
325 Farr Drive
Haileybury, Ontario
P0J 1K0

COVID-19 Statement

The health and safety of our residents, employees, visitors and service providers is our highest priority. By responding to this RFP, Bidders undertake to follow the provincial and/or municipal requirements (including physical distancing, use of personal protective equipment, etc.) that may prevail while performing within the scope of this Proposal.

1. Objective

The overall objective of the Request for Proposal is to secure a qualified contractor to provide Animal Control and Pound Services for the Corporation of the City of Temiskaming Shores, the Town of Englehart, the Townships of Hudson, Harley, Kerns and Casey.

It is the intent of the Municipalities to enter into a three-year Agreement with a qualified contractor for the provision of Animal Control and Pound Services.

2. Background

The Municipalities require Animal Control and Pound Services in accordance with the provisions of their respective Animal Control By-laws as amended and, but not limited to, The Animals for Research Act, The Dog Owners Liability Act, The Pounds Act, The Provincial Offences Act, The Municipal Act, and as well, any regulations passed thereunder as amended from time to time. These Provincial Statutes contain certain provisions relating to animals, including provisions enabling municipalities to pass by-laws relating to animals.

3. Definitions

- 3.1 **City:** means the Corporation of the City of Temiskaming Shores.
- 3.2 **Municipalities:** means the City of Temiskaming Shores, Town of Englehart, and the Townships of Hudson, Harley, Kerns, and Casey.
- 3.3 **Proponent(s)/ Bidder(s):** means all persons, partnerships or corporations who respond to the RFP and includes their heirs, successors and permitted assigns.
- 3.4 **Request for Proposal;** means this Request for Proposal (RFP) document including all schedules, parts and attachments, as issued by the City, including any addenda or amendments made to it after initial issue.
- 3.5 **Successful Proponent/ Bidder/ Contractor:** means the Proponent/Bidder whose RFP submission is/are accepted to who has/have agreed to supply the goods and/or services, as outlined herein.

4. Submission

Submissions must be in a **.pdf format** and submitted electronically to:

tenders@temiskamingshores.ca

Subject Line: CS-RFP-003-2022 “Animal Control and Pound Services”

Addressed to: Logan Belanger, Clerk

Proponents will receive an automatic email response to indicate that the submission has been received, and to contact the Municipal Clerk for submission opening details. Contact the Clerk at 705-672-3363 ext. 4136 or at clerk@temiskamingshores.ca, should the Proponent not receive an email from the tenders@temiskamingshores.ca email account.

The closing date for the submission of Proposals will be at **2:00 p.m. local time on Thursday, May 26, 2022.**

- late Proposals will not be accepted;
- Proposals by fax will not be accepted;
- Proposals by mail will not be accepted;
- Partial Proposals are not accepted;
- The City reserves the right to accept or reject any or all Proposals;
- The lowest priced Proposal will not necessarily be accepted;
- The City reserves the right to accept any Proposal it considers advantageous;
- The City recognizes that “**best value**” is the essential part of purchasing a product and/or service and therefore the City may prefer a Proposal with a higher price, if it offers greater value and better serves the City’s interests, as determined by the City, over a Proposal with a lower price. The lowest priced proposal will not necessarily be accepted and the City’s decision shall be final.
- The City reserves the right to request clarification or supplementary information concerning a Proposal from any Proponent;
- The City reserves the right to enter into negotiations with a Proponent and any changes to the Proposals that are acceptable to both parties will be binding;
- The City reserves the right to confirm with the Proponent, a third party or references (whether provided in the Proposal or not), confirmation of any information provided by the Proponent in their Proposal.
- The Proposals shall be valid for 60 (days) days from submission date.

The Form of Proposal must be signed in the space provided on the form, with the signature of the Bidder or responsible official of the firm bidding. If a joint Bid is submitted, it must be signed and addressed on behalf of both of the Bidders. Any alterations or cross-outs must be initialed in ink by the Bidder. Failure to do so may result in the rejection of the Bidder’s Proposal by the City.

Line items and total contract price must be clearly indicated. The Bid must not be restricted by a statement added to the Proposal form or by a covering letter, or by alterations to the Proposal form, as supplied by the City of Temiskaming Shores unless otherwise provided herein.

H.S.T. will be applicable to the supply of labour and equipment.

The City and the Municipalities will not be held responsible for Proponent or third-party costs, claims, direct or indirect damages caused by the City exercising its rights reserved in this Section or otherwise expressed or implied in this RFP.

5. Questions

Any questions with respect to the specifications are to be directed to:

Shelly Zubycck

Director of Corporate Services

City of Temiskaming Shores

325 Farr Drive

Temiskaming Shores, ON P0J 1K0

Phone: (705) 672-3363 ext. 4107

Fax: (705) 672-3200

szubycck@temiskamingshores.ca

It will be the Proponent's responsibility to clarify any details in question not mentioned in this Proposal before presenting the submission. Questions relating to this proposal must be received by **Monday, May 16, 2022, 2:00 p.m. local time.**

To ensure fairness to all Proponents, any and all questions that require clarification or that may materially alter this RFP document will be responded to and shared with other Proponents via an addendum, as described herein. Questions received after this date and time will not receive a response. Proponents are notified that any errors or omissions in the proposal may render the proposal invalid.

6. Introduction

The City of Temiskaming Shores, the Town of Englehart and the Townships of Hudson, Harley, Kerns, and Casey are all surrounding municipalities who require Animal Control and Pound Services.

7. Period of Contract

The period of contract for the provision of Animal Control and Pound Services will be for three (3) years from July 1, 2022 to June 30, 2025 with the option for two, one-year extensions in accordance to the following: The annual renewal shall be subject to:

- a) Changes in current work alignment and policy within the Municipalities.
- b) Satisfactory performance of the contractor.
- c) Availability of funds.
- d) Successful negotiations and mutual agreement between the Municipalities and the contractor.

8. Provisions and Specifications of Services

As a Poundkeeper, the Successful Contractor shall provide, at least thirty (30) days prior to the start of the contract, a certified (inspected) pound pursuant to the Animals for Research Act R.S.O. 1990 c. A.22, as amended from time to time. This pound shall serve as the municipal pound for receiving and caring for animals, and for the burial, euthanizing or cremation of dead animals. The Successful Contractor shall also provide at his or her own expense all labour, vehicles, tools and equipment, etc. for the performance of such work. The bidder shall provide verification of the location of the pound and the most current Pound Inspection Report with their proposal.

Acknowledge	YES	NO	
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The Successful Contractor shall provide a minimum of one (1) Animal Control Officer on duty with vehicle and equipment as required, on those days and times as follows:

Normal Hours of Operation - Animal Control Services

Days	Minimum Requirements
Monday to Friday	8:30 a.m. to 4:30 p.m.
Saturday	CLOSED (Emergency Calls Only)
Sunday	CLOSED (Emergency Calls Only)
Statutory Holidays	CLOSED (Emergency Calls Only)

Normal Hours of Operation – Pound Services

Days	Minimum Requirements
Monday to Friday	8:00 a.m. to 6:00 p.m. by appointment.
Saturday	8:00 a.m. to 6:00 p.m. by appointment.
Sunday	CLOSED (Emergencies Only)
Statutory Holidays	CLOSED (Emergencies Only)

After Hours Service

The Successful Contractor agrees to provide the following services to the Municipalities at such times of the day outside of the normal hours of operation:

- a) Response to calls within the geographic boundaries of the Municipalities with respect to injured dogs and/or cats that require emergency treatment;

- b) Response to calls within the geographic boundaries of the Municipalities involving vicious dog or vicious cat at large complaints;
- c) Respond to requests for assistance from Municipal By-law Enforcement Officers or the Ontario Provincial Police;
- d) The supply of an Animal Control Officer, vehicle and equipment as may be required to respond to any such calls as noted above.

The Successful Contractor shall carry out the duties of Poundkeeper and operate the Pound in accordance with the provisions of the Municipalities' Animal Control By-law; The Animals for Research Act; The Dog Owner's Liability Act; Protection of Livestock and Poultry from Dogs Act; The Livestock, Poultry and Honey Bee Protection Act; The Pounds Act; The Provincial Offences Act; The Municipal Act, as well as any other regulations passed thereunder.

Acknowledge	YES	NO	
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The pound facility must be capable of housing a minimum of five (5) dogs and ten (10) cats.

Acknowledge	YES	NO	
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Care and cleanliness within the pound shall comply with the standards prescribed by the Animals for Research Act and shall be inspected by the Ontario Ministry of Agriculture and Food, Animal Industry Branch Inspectors. Copies of all Animal Industry Branch Inspector reports carried out during the term of the agreement will be required to be forwarded to the City within seven (7) days of the inspection.

Acknowledge	YES	NO	
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The Successful Contractor shall maintain a complete record of all Pound Services as stipulated under the Animals for Research Act – Regulation No. 23, Pounds, and submit a detailed Monthly Pound Services Report to the Municipalities by the 15th day of the next month.

Acknowledge	YES	NO	
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The Successful Contractor may put up for adoption any animal in the Contractor's care after expiration of the redemption period. In such case, the Contractor shall be responsible for the cost or care of the animal from the date of impound.

Acknowledge	YES	NO	
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In the event a dog or cat is adopted by a resident of the Municipalities then the Contractor agrees to sell a license to the new owner pursuant to the Animal Control By-law and record the name, address, telephone number and impound number.

Acknowledge	YES	NO	
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The Successful Contractor may arrange for euthanasia and dispose of impounded animals that have not been claimed, in accordance with the Animal Control By-law and The Animals for Research Act.

Acknowledge	YES	NO	
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The Successful Contractor agrees to provide for the legal disposal of animals.

Acknowledge	YES	NO	
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In the event a dead animal cannot be buried or otherwise disposed of immediately, freezing is permitted in an approved freezing appliance. Frozen cadavers shall be maintained at a constant temperature not higher than -5 degrees Celsius.

Acknowledge	YES	NO	
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The Successful Contractor shall be responsible for the care, feeding, impounding and quarantining of all animals placed in its care and for the payment of supplies, materials and equipment for the provision of such care and feeding.

Acknowledge	YES	NO	
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The Successful Contractor shall be responsible to issue Provincial Offence Notices to those persons who have violated the Animal Control By-law and appear in Provincial Court to give evidence regarding infractions of the Animal Control By-law or any associated provincial legislation, including but not limited to, The Animals for Research Act, The Dog Owners Liability Act, The Pounds Act, The Provincial Offences Act, The Municipal Act, as well, any regulations passed thereunder as amended.

Acknowledge	YES	NO	
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The Successful Contractor shall respond to and independently investigate complaints from the public in connection with dogs or cats running at large, making unnecessary noise, or vicious dog or vicious cat at large complaints.

Acknowledge	YES	NO	
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The Successful Contractor shall be required to co-operate with other enforcement agencies, as directed, in dealing with domestic animals.

Acknowledge	YES	NO	
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The Successful Contractor shall be required to maintain a complete record of Animal Control Services, including but not limited to a Monthly Animal Control Activity Report and a Monthly Occurrence Report to be submitted to the Municipalities on or before the 15th day of the next month. The Successful Contractor shall also be responsible to provide additional records and/or reports as required from time to time by the Municipalities.

Acknowledge	YES	NO	
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The Successful Contractor shall be required to provide patrols for a minimum of fifteen (15) hours per week and complete a Monthly Record of Patrols to be submitted to the Municipalities on or before the 15th day of the next month.

Acknowledge	YES	NO	
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The Successful Contractor shall be required to pro-actively sell dog and cat tags in accordance with the City's Animal Control By-law as well as the other Municipalities. The Successful Contractor shall be required to keep a detailed record of all dog and cat tags sold including where the tag was sold and then remit a Record of Monthly Collections on or before the 15th day of each month. Method of sale may include but is not limited to appointing License Agents, door-to-door sales, public service announcements, mail outs, website, kiosks etc.

Acknowledge	YES	NO	
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The Successful Contractor shall provide prior to the start of the contract, a Police Vulnerable Sector Check which satisfies the Municipalities for each Animal Control Officer employed by the Successful Contractor and appointed by the Municipalities.

Acknowledge	YES	NO	
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The Successful Contractor shall provide to the Municipalities prior to the start of the contract, proof of completion of Accessible Customer Service Training for each Animal Control Officer employed by the Contractor and appointed by the Municipalities.

Acknowledge	YES	NO	
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Animal Control Officer/s will be required to wear uniforms while in performance of their duties identifying the Officer/s as an Animal Control Officer. The cost of the uniforms shall be included in the contract. Uniforms must be maintained in an appropriate manner.

Acknowledge	YES	NO	
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The Successful Contractor shall be responsible for all required training for all Animal Control Officers.

Acknowledge	YES	NO	
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The Successful Contractor shall be required from time-to-time to assist the Municipalities with public education efforts and activities such as public speaking events, school visits, and other public engagements as requested by the Municipalities. The Successful Contractor shall also serve as a resource person for inquiries regarding the Animal Control By-law and other laws pertaining to animals, and also participate in the development of programs as may be requested.

Acknowledge	YES	NO	
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Minimum Qualifications and Experience

The Successful Contractor shall have the following minimum qualifications and experience:

- Must possess excellent verbal and written communication skills;
- Ability to communicate with the public and handle difficult situations with diplomacy;
- Demonstrate excellent administrative and note-taking skills;
- Proven ability to prepare comprehensive reports as required;
- Ability to interpret various legislation and to use discretion when receiving complaints and performing routine investigations;
- Ability to handle animals safely and humanely;
- Ability to work effectively without direct supervision in a manner to ensure their own safety;
- Ability to analyze the situation presented, identify the potential source of the problem, and to problem solve;
- Ability to stay calm in stressful situations.
- Knowledge of and ability to enforce the Municipalities' Animal Control By-law, as well as, all associated municipal policies, procedures and directives as amended from time to time.
- An understanding and ability to apply all related provincial legislation, including but not limited to, The Animals for Research Act, The Dog Owners Liability Act, The Municipal Act, The Pounds Act, The Provincial Offences Act, and as well as any regulations passed thereunder and amended.
- An understanding and familiarity of Court proceedings, knowledge of, and demonstrated ability to apply applicable sections of the Provincial Offences Act.
- Acquired investigative skills in the areas of identifying, collecting and preserving evidence, including, but not limited to, conducting interviews, making notes and presenting evidence at court proceedings.
- Knowledge, appreciation and ability to appropriately use the privileges conferred in the role of Peace Officer.
- Be physically capable of performing duties of Animal Control Officer.

Acknowledge	YES	NO	
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9. Proposal Evaluation Criteria

An evaluation team consisting of key municipal staff will conduct the evaluation of proposals as well as in person interviews and presentations.

The Municipalities reserve the right in its evaluation of the proposal to consider all pertinent criteria whether or not such criteria are contained in the Request for Proposals.

CITY PROPOSAL EVALUATION CRITERIA			MAXIMUM TOTAL POINTS
	WEIGHT	POINTS	
Qualifications and Expertise Possession or ability to possess minimum qualifications Knowledge of applicable legislation/Provincial Offences Communication skills 25%	10 10 5	____10 ____10 ____10	_____(100) _____(100) _____(50)
Ability to Meet Specifications and Quality Workmanship Completeness, accuracy and overall presentation Quality of vehicle and pound services proposed Ability to provide hours of operation coverage requested 25%	10 10 5	____10 ____10 ____10	_____(100) _____(100) _____(50)
Estimated Fees and Disbursements Cost estimates are evaluated for completeness and lowest is scored 10 points, next 8 points, etc. If more than 5 proposals, then only 5 lowest Bids are to receive points, and the remaining higher Bids will be given 0.25 points. Prices within a small differential will be scored as equal. 50%	50	____10	_____(500)

10. Payment Terms

The Municipalities shall pay the Successful Contractor, upon receipt of all required information in accordance to the agreement, the monthly contract amount by the 28th day of each month.

11. Goods, Materials and Equipment Suitable for Use

The Bidder warrants that any goods, materials, articles or equipment to be supplied under or pursuant to any official order or Agreement based on this RFP, that is or are to be made or used for a particular purpose, will be fit and suitable for that purpose.

The Successful Bidder may be required to provide written documentation that all materials or equipment offered in a Bidder's Proposal meet all applicable Municipal, Provincial and Federal Government standards, legislation and laws.

12. Amendments

The City at its discretion reserves the right to revise this RFP up to the final date for the deadline for receipt of proposals. The City will issue changes to the RFP Documents by addendum only. No other statement, whether oral or written, made by the City will amend the RFP Documents. The City

will make every effort to issue all addenda no later than the seventh (7th) day prior to the closing date. If an addendum is issued within seven days of the closing date, the bid submission date will be moved accordingly.

The Proponent shall not rely on any information or instructions from the City or a City representative except the RFP Documents, and any addenda issued pursuant to this Section.

The Proponent is solely responsible to ensure that it has received all addenda issued by the City. The Proponent shall acknowledge receipt of all addenda on the Form of Proposal. Failure to complete the acknowledgement may result in rejection of the proposal.

The City makes no promise or guarantee that addenda will be delivered by any means to any Proponent. By submitting a proposal submission in response to this RFP, the Proponent acknowledges and agrees that the addenda shall be posted on www.temiskamingshores.ca and it is the sole responsibility of the proponent to check this web site for said addenda. The City reserves the right to withdraw or cancel this Request for Proposal without notice.

13. Proposal Withdrawal or Amendment

Proponents may amend or withdraw their proposal, provided such withdrawal or amendment is received prior to the closing deadline. A Bidder who has already submitted a Proposal may submit a further Proposal at any time up to the official closing time; the last Proposal received shall supersede and invalidate all Proposals previously submitted by the Bidder for this RFP. A bid may be withdrawn at any time up to the official closing time by letter on original letterhead bearing the same signature as in the bid submission.

14. Right to Accept or Reject Submissions

The City does not bind itself to accept any proposal and may proceed as it, in its sole discretion, determines, following receipt of the proposals. The City reserves the right to accept any proposal in whole or in part or to discuss with any respondent different or additional terms to those envisaged in this RFP or in such respondent's proposal.

The City reserves the right to:

1. accept or reject any or all of the proposals;
2. if only one proposal is received, elect to reject it;
3. reject as informal any proposal that is received late or is incomplete or otherwise fails to comply with the requirements of the RFP;
4. elect not to proceed with the projects as it so determines in its sole and absolute discretion; and/ or
5. to waive irregularities and formalities at its sole and absolute discretion.

15. Solicitation

If any director, officer, employee, agent or other representative of a Proponent makes any representation or solicitation to any Mayor, Councillor, officer or employee of the City and/or Municipalities with respect to the RFP, whether before or after submission of the proposal, the City shall be entitled to reject or not accept the RFP submission.

16. Subcontracting

The Proponent acknowledges that in any potential agreement with the City and/or Municipalities, no subcontracting or assignment of rights and obligations of the Proponent will be permitted without the written consent of the City and/or Municipalities, which consent shall not be unreasonably withheld. At all times throughout the term of a potential agreement, including any renewals, the City and Municipalities shall communicate and respond directly with the Proponent.

17. Independent Contractor Status of Proponent; Declaration of Conflicts

The Municipalities will appoint the Successful Contractor and his/her designated Animal Control Officers as Municipal Law Enforcement Officers.

The Successful Proponent shall enter into an Agreement for services to be rendered to the Municipalities as an Independent Contractor. Such Agreement is not intended to create a joint venture, partnership or employee/employer relationship.

Neither the Proponent nor any of its personnel are engaged as an employee, servant or agent of the Municipalities. Any potential conflicts of interest in which a Proponent may have with the Municipalities or any employee of the Municipalities will be identified and described in detail in the proposal of each proponent (Conflict of Interest Declaration).

18. Insurance (from the Successful Proponent only)

The successful Proponent shall, at their own expense within 10 days of notification of acceptance and prior to the commencement of work, obtain, maintain and provide evidence of until the termination of the Agreement or otherwise stated, the following:

Commercial General Liability

The Successful Proponent shall maintain and pay for Comprehensive General Liability Insurance with coverage limits of no less than Five Million Dollars (\$5,000,000.00) inclusive per occurrence for bodily injury, death and damage to property including loss of use.

Automobile Liability Insurance (If Applicable)

The Successful Proponent shall maintain and pay for Automobile Liability Insurance with coverage limits of no less than Five Million Dollars (\$5,000,000.00) inclusive per occurrence for bodily injury, death and damage to property, in respect to licensed vehicles owned or leased by the Successful Proponent.

The policies shall include the Municipalities as an additional insured, and containing a cross liability clause.

All insurance policies referenced in this Section shall be maintained in good standing throughout the duration of the Agreement, and cannot be cancelled or permitted to lapse unless the insurer notifies the Municipalities in writing at least 30 days prior to the effective date of cancellation or expiry. The Municipalities reserves the right to request such higher limits of insurance or other types of policies appropriate to the work as the Municipalities may reasonably require.

19. Workplace Safety and Insurance Board (WSIB) (from the successful Proponent only)

The Successful Proponent shall, at their own expense within 10 days of notification of acceptance and prior to the commencement of work, obtain, maintain and provide evidence of until the termination of the Agreement or otherwise stated, a Certificate of good standing from the Workplace Safety & Insurance Board.

The onus is on the Successful Proponent to comply with all applicable local and territorial standards and regulations, in effect and applicable by law in Ontario, Canada.

20. AODA Compliance

The Bidder shall comply with the provisions of the Accessibility for Ontarians with Disabilities Act, 2005, and the Regulations thereunder with regard to the provision of its goods or services contemplated herein to persons with disabilities. Without limitation, if applicable, pursuant to section 6 of Ontario Regulation 429/07, Accessibility Standards for Customer Service, made under the Accessibility for Ontarians with Disabilities Act, 2005, the Bidder shall ensure that all of its employees, agents, volunteers, or others for whom it is at law responsible, receive training about the provision of its goods and services to persons with disabilities. The Bidder acknowledges that pursuant to the Accessibility for Ontarians with Disabilities Act, 2005, the City of Temiskaming Shores and Municipalities must, in deciding to purchase goods or services through its procurement process, consider the accessibility for persons with disabilities to such goods or services.

21. Freedom of Information

Upon submission, all proposals become the property of the City and will not be returned to the proponents. Proponents must be aware that the City is a public body subject to the provisions of the Municipal Freedom of Information and Protection of Privacy Act. The City may, at any time, make public the names and bid prices of all respondents. Proposals will be held in confidence by the City, subject to the provisions of the Municipal Freedom of Information and Protection of Privacy Act, or unless otherwise required by law.

Any proprietary or confidential information contained in the proposal should be clearly identified.

22. Nature of Request for Proposal

This RFP does not constitute an offer of any nature or kind whatsoever by the Municipalities to the Proponent.

23. Preparation of Proposals

All costs and expenses incurred by the Proponent relating to its Proposal will be borne by the Proponent. The Municipalities are not liable to pay for such costs and expenses, or to reimburse or to compensate the Proponent in any manner whatsoever for such costs and expenses under any circumstances, including the rejection of any or all proposals or the cancellation of this RFP.

24. Finalizing Terms

This RFP will not constitute a binding agreement, but will only form the basis for the finalization of the terms upon which the City and the Successful Proponent will enter into the contract documentation, and does not mean that the Successful Proponent's proposal is necessarily totally acceptable in the form submitted. After the selection of the Successful Proponent's proposal, the City has the right to negotiate with the Successful Proponent and, as part of that process, to negotiate changes, amendments or modifications to the Successful Proponent's proposal without offering the other proponents, the right to amend their proposals.

25. Commitment to Negotiate

The Successful Proponent shall execute any documentation, drafted in accordance with the terms of the Successful Proponent's proposal and any subsequent negotiations, within thirty (30) days of the date of notification of the Successful Proponent's selection.

Proponents not initially selected as the Successful Proponent hereby commit themselves, subject to notification by the City to execute documentation as aforesaid up to sixty (60) days following the date of submission of their proposals.

26. Agreement

A written agreement, prepared by the City shall be executed by the City and the Successful Proponent if the terms are mutually agreeable to all Parties. There is no guarantee that City Council will enter into any Agreement.

Any agreement resulting from this Request for Proposal shall be governed by and interpreted in accordance with the laws of the Province of Ontario.

27. Performance

Any undue delays in the execution of the work and/or costs incurred by the City due to inefficiencies in performance on behalf of the Successful Proponent shall be deemed to be the responsibility of that Proponent and as such, any and all costs, as deemed appropriate and reasonable compensation for the City, will be assessed to the Successful Proponent.

28. Errors & Omissions

It is understood, acknowledged and agreed that while this Proposal includes specific requirements and specifications, and while the City has used considerable efforts to ensure an accurate representation of information in this proposal, the information is not guaranteed by the City to be comprehensive or exhaustive. Nothing in the proposal is intended to relieve the Proponents from forming their own opinions and conclusions with respect to the matters addressed in the proposal. There will be no consideration of any claim, after submission of proposals, that there is a misunderstanding with respect to the conditions imposed by the Proposal and/or Agreement.

**City of Temiskaming Shores
CS-RFP-003-2022
Animal Control and Pound Services**

Form of Proposal

Proponent's submission of bid to:

The Corporation of the City of Temiskaming Shores

Stipulated Bid Price

We/I,

(Registered Company Name/Individuals Name)

Of,

(Registered Address and Postal Code)

Phone Number: _____ Email: _____

Animal Control and Pound Services for the Corporation of the City of Temiskaming Shores, the Town of Englehart and the Townships of Hudson, Harley, Kerns and Casey, as required in accordance to the proposal for a price of (must be CDN funds and without HST):

Lump Sum Price: \$ _____

Acknowledgement of Addenda

I/We have received and allowed for ADDENDA NUMBER _____ in preparing my/our proposal.

Bidder's Authorized Official: _____

Title: _____

Signature: _____

Date: _____

Form 1 to be submitted.

**City of Temiskaming Shores
CS-RFP-003-2022
Animal Control and Pound Services**

Non-Collusion Affidavit

I/ We _____ the undersigned am fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such bid.

Such bid is genuine and is not a collusive or sham bid.

Neither the bidder nor any of its officers, partners, owners, agents, representatives, employees or parties of interest, including this affiant, has in any way colluded, conspired, connived or agreed directly or indirectly with any other Bidder, firm or person to submit a collective or sham bid in connection with the work for which the attached bid has been submitted nor has it in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other Bidder, or to fix any overhead, profit or cost element of the bid price or the price of any bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Temiskaming Shores or any person interested in the proposed bid.

The price or prices proposed in the attached bid are fair and proper and not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

The bid, quotation or proposal of any person, company, corporation or organization that does attempt to influence the outcome of any City purchasing or disposal process will be disqualified, and the person, company, corporation or organization may be subject to exclusion or suspension.

Dated at: _____ this _____ day of _____, 2022.

Bidder's Authorized Official: _____

Title: _____

Signature: _____

Date: _____

Form 2 to be submitted.

City of Temiskaming Shores
CS-RFP-003-2022
Animal Control and Pound Services

Conflict of Interest Declaration

Please check appropriate response:

☐ I/We hereby confirm that there is not nor was there any actual perceived conflict of interest in our Proposal submission or performing/providing the Goods/Services required by the Agreement.

☐ The following is a list of situations, each of which may be a conflict of interest, or appears as potentially a conflict of interest in our Company's Proposal submission or the contractual obligations under the Agreement.

List Situations:

In making this Proposal submission, our Company has / has no (*strike out inapplicable portion*) knowledge of or the ability to avail ourselves of confidential information of the City (other than confidential information which may have been disclosed by the City in the normal course of the RFP process) and the confidential information was relevant to the Work/Services, their pricing or quotation evaluation process.

Dated at: _____ this _____ day of _____, 2022.

Signature: _____

Bidder's Authorized Official: _____

Title: _____

Company Name: _____

Form 3 to be submitted.

City of Temiskaming Shores
CS-RFP-003-2022
Animal Control and Pound Services

Accessibility for Ontarians with Disabilities Act, 2005 Compliance Agreement

I/We, by our signature below, certify that we are in full compliance with Section 6 of Ontario Regulation 429/07, Accessibility Standards for Customer Service made under the *Accessibility for Ontarians with Disabilities Act, 2005*. If requested, we are able to provide written proof that all employees have been trained as required under the act.

This regulation establishes accessibility standards for customer service as it applies to every designated public sector organization and to every person or organization that provides goods or services to members of the public or other third parties and that have at least one employee in Ontario.

Name: _____ Company Name: _____

Phone Number: _____ Email: _____

I, _____, declare that I, or my company, are in **full compliance** with Section 6 of Ontario Regulation 429/07, Accessibility Standards for Customer Service under the Accessibility for Ontarians with Disabilities Act, 2005.

OR

I, _____, declare that I, or my company, are **NOT** in full compliance with Section 6 of Ontario Regulation 429/07, Accessibility Standards for Customer Service under the Accessibility for Ontarians with Disabilities Act, 2005, yet fully agree to meet the required compliance training standards on or before the delivery of the required goods and/or services. In an effort to assist non-compliant vendors, please visit: <https://www.ontario.ca/page/how-train-your-staff-accessibility>.

Form 4 to be submitted.