



Notice of Intent (NOI)

Reference: Animal Control Services

1. Notice:

- a. Notice is hereby given by the District of Kitimat (DOK) of its intent to contract with the following Service Provider for Animal Control Services and to act as a Poundkeeper:
Kitimat Community Humane Society
PO Box 133
Kitimat, B.C. V8C 2M6

In the event that no other qualified Service Providers come forward with a Statement of Capabilities meeting the requirements outlined in this NOI before the Closing Date/Time, the contract may be direct awarded to the pre-selected Service Provider.

2. Contract Term and Value

- a. Estimated three year contract value is \$655,953 (Six hundred, fifty-five thousand, nine hundred, fifty-three dollars) Canadian dollars
 - (\$218,651 (Two hundred, eighteen thousand, six hundred, fifty-one dollars) / year x 3 (three) years), exclusive of taxes.

3. Contract Award Rationale:

- a. The DOK is satisfied with the manner in which the present contractor is delivering on the existing contract.

4. Information Requirements:

- a. The services must be at least equivalent to the services offered by the Kitimat Community Humane Society which involves a leadership role in Animal Control Services that reasonably align with the Canadian Standards of Care in Animal Shelters. This standard will be certified as being met by the Service Provider each year with the right of the DOK to bring in an external third party to review the operations of the Service Provider to validate the maintenance of these standards.
- b. The services must include:
 - i. To act as and to perform the duties of Poundkeeper and Animal Control Officer whose duties shall be exclusively and solely the enforcement of the Animal Control provisions set out in Part 5, Division 5 of the Kitimat Municipal Code, including issuing tickets in relation to the Animal Control provisions under Part 1, Division 3 of the Kitimat Municipal Code and exercising the powers and carrying out the duties set out in sections 16 and 49 of the Community Charter, SBC 2003, c. 26.
 - ii. Without limiting the generality of the foregoing, to serve notices; to pick up, impound, hold for claiming by the owners thereof, dispose of by sale, destruction, or otherwise, unlicensed and licensed dogs, and other animals the owners of which, having failed to comply with the provisions of the Kitimat Municipal Code, and to provide, in consideration of the DOK's flat daily fee, animals detained in the Animal Control Centre with sufficient food and water, and to maintain a book in a form satisfactory to the DOK in which shall be entered the particulars of each animal impounded.
 - iii. To maintain the Animal Control Centre open for business, at a minimum, each weekday (excluding Statutory Holidays) from 2:30 p.m. to 4:30 p.m., and that any amendment to these hours of operation shall be approved by the DOK, and shall

generally make known the hours of Animal Control Centre operation, the telephone number or numbers and/or radio phone number where the Animal Control Officer or delegate may be contacted.

- iv. To deliver to the DOK on or before the 15th day of each and every month a written statement/reconciliation in a form satisfactory to the DOK of all matters dealt with up to the last day of the preceding month.
- v. To sell for and on behalf of the DOK, dog licenses and to forthwith deliver to the DOK all monies derived from the sale of the dog licenses, destructions, board charges and penalties for infractions against the Kitimat Municipal Code.
- vi. To maintain suitable and adequate patrols. Scheduled patrols shall average approximately thirty (30) hours per week and be scheduled so that patrols occur throughout the week, including weekends, over periods of time including days and evenings.
- vii. Respond to emergency call-outs involving sick or injured animals, significant destruction of property, or other significant dog incidents as reasonably required. Respond to call-outs involving running at large or other animal problems.

5. Statement of Capabilities:

- a. Service Providers wishing to challenge this Notice of Intent REF: Animal Control Services, should submit a Statement of Capabilities containing the following information:
 - i. Reason(s) for objecting to DOK's intent to direct award the contract;
 - ii. Detailed information that demonstrates the service provider's capabilities, capacity, experience, and expertise to meet the requirements;
 - iii. Service Provider's name, address, and phone number; and
 - iv. Service Provider representative's name and contact information.
- b. The Statement of Capabilities should be delivered electronically to the Delivery location specified below by the Closing Date/Time. Service Providers are encouraged to limit their submissions to ten (10) pages.
- c. A potential service provider's ability to offer equivalent or better quality for the required products or services, proven capability, expertise, experience, and capacity to provide the required products or services within the required time frames, and a proven record of supplying comparable products or services at a lower cost in the same time frames will be key criteria in considering service provider objections under this NOI.

6. Next Steps:

- a. If other potential Service Providers come forward before the Closing Date/ Time with a Statement of Capabilities clearly indicating the ability to meet or exceed the requirements presented in this NOI, the DOK may, in its sole discretion, elect to proceed with a competitive process to source this opportunity. The DOK also reserves the right, in its sole discretion, to convene a meeting with the potential Service Provider(s) to ensure understanding of the requirements of the opportunity prior to deciding how to proceed.
- b. If no other Service Providers submit a Statement of Capabilities meeting or exceeding the requirements outlined in this NOI on or before the Closing Date/Time, the contract may be direct awarded to the pre-selected Service Provider.

7. Terms of NOI Process:

- a. Potential Service Providers are solely responsible for the risk and cost of preparing and submitting objections and/or Statements of Capabilities in response to this NOI.
- b. This NOI is not intended to be a call for tenders, and submissions are not intended to create any contractual or other legal obligation owed to any potential Service Provider by the DOK. The DOK reserves the right to terminate this process at any time, at its discretion.
- c. All responses to this NOI become the property of the DOK and will be held in confidence, subject to the provisions of the *Freedom of Information and Protection of Privacy Act*. Respondents to this NOI consent to the DOK incorporating any submitted ideas, concepts,

approaches, or strategies into any planning, design, procurement, or contractual activities related to any aspect of the project without any obligation, liability, or consideration on the part of the DOK. The DOK will not be responsible for any costs incurred by any potential service provider in responding to this NOI.

Responses should be delivered by hand, regular mail, facsimile or email to the following location before 11:00 a.m. Pacific Time on Monday January 29, 2024, and should quote NOI REF: Animal Control Services:

District of Kitimat
Corporate Administration
270 City Centre
Kitimat, BC V8C 2H7

OR

Contact Person:
Tracy Tavares,
Director of Corporate Administration
administration@kitimat.ca