



City of
DAREBIN

RFT PART B – SPECIFICATION

Darebin City Council

Request for Tender (RFT) CT 201332

For the Provision of animal collection and impound services.

RFT PART B - SPECIFICATION

1. INTRODUCTION AND BACKGROUND

- 1.1. The Darebin City Council's (Council's) activities in relation to animal management are legislated through the *Domestic Animals Act 1994* (the Act), relevant regulations and codes of practice. The purpose of the Act is to promote animal welfare, responsible ownership of animals and to protect the environment.
- 1.2. Council also has local strategies in place to regulate the management of animals and this is achieved through the Domestic Animal Management Plan 2013-17 (the Plan). The Plan provides a strategic framework that delivers policy direction and an action plan for domestic animal management practices throughout the Municipality for the next four years. The Plan focuses on increasing pet registration, promoting responsible pet ownership and increasing the reclaim and rehousing rates of impounded dogs and cats. It is anticipated that this will lower the number of unwanted or abandoned animals in the community.

2. SCOPE OF THE SERVICE REQUIREMENTS

- 2.1. Council is seeking tenders for the provision of a high quality, readily accessible, responsive and cost effective pound service, holding of seized animals and provision of an after-hours animal collection service which satisfies Council's statutory obligations and objectives outlined in the Plan.
- 2.2. The scope of the service includes collection and intake of contained lost and stray animals, care for animals and releasing animals to owners in accordance with the Act and Code of Practice for the Management of Dogs and Cats in Shelters and Pounds. Also included in this service is the release or disposal of animals, registration, promotion of responsible pet ownership and public education.
- 2.3. Council has an animal holding facility which is used to contain animals before being transported to a registered Domestic Animal Business – Pound Shelter. The animal holding facility is located at Council's Depot in Carawa Drive Reservoir.

3. SERVICE PROVISIONS AND REQUIREMENTS

3.1. The specific standard levels required together with the extent of work to be carried out are shown in *Table 1*. The tenderer must be able to provide responses to all of the components shown.

Table 1

SERVICE	DESCRIPTION	LEVEL OF SERVICE	RESPONSE	CONFORMING YES / NO
Impounded animals (does not include animals seized as a result of a dog attack).	<p>Provision of pound shelter service for any dog or cat collected from the Municipality, whether by the public, Council staff or the Contractor.</p> <p>Provision of food, water and veterinary attention as required for impounded animals.</p>	<p>Removal and safe transportation of all animals from Council's animal holding facility at 5pm on a daily basis.</p> <p>Provide care for animals in accordance with the Prevention of Cruelty Animals Act 1986.</p> <p>Pound facility is registered as a Domestic Animal Business and complies with the applicable Codes of Practice.</p> <p>Buildings, equipment and facilities are in accordance with the applicable Codes of Practice.</p> <p>Maintenance, cleaning and general upkeep of pound facilities and the care and welfare of animals are in accordance with the applicable Codes of Practice.</p> <p>Animals are held according to the requirements of the Act, regulations and with the applicable Codes of Practice.</p> <p>Care and welfare of animals including any associated costs.</p> <p>Provide details on the care and welfare of impounded animals on request.</p> <p>Whole body scanning for micro-chips in accordance with industry best practice and investigation into registration details of all animals which arrive at the Contractor's</p>		

	<p>Access by the public to identify and reclaim their animals</p>	<p>pound.</p> <p>Notification to owners of impounded animals within 24 hours if animal is able to be identified. Identification for notification includes searching, but is not limited to, Council's registration and applicable microchip databases.</p> <p>During the statutory holding period, the Contractor must make all reasonable efforts to reunite the animal with its owner. This may include sending letters, telephone calls, notifying Council of any owners within the Municipality who have not collected animals from the pound after 48 hours of contacting them.</p> <p>The Contractor must negotiate an outcome with the Contract Manager regarding the posting of images on Darebin's lost animals facebook page.</p> <p>Close location and reasonable access for Darebin residents to reclaim animals seven days per week.</p> <p>Reasonable access includes after-hours access on weekdays.</p>		
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SERVICE	DESCRIPTION	LEVEL OF SERVICE	RESPONSE	CONFORMING YES / NO
Release or sale of impounded animals	Release or sale of impounded animals from the pound facility to an owner within the Municipality.	<p>Release of animals must be in accordance with the Act and Code of Practice.</p> <p>Release must only occur as follows:</p> <ul style="list-style-type: none"> • the person can prove identity and that they own the animal or have authority from the owner to collect animal. Identification of the owner must be sighted prior to collection, and • once a release fee is collected, and • sufficient evidence is provided that the animal is registered; or, if the animal is unregistered, the registration fee must be paid and the animal must be micro-chipped prior to release, (a requirement for de-sexing may be deemed necessary at a later stage during the life of the contract) and • any other fees and costs associated with the animal are collected (such as veterinary fees incurred during their stay, micro-chipping costs etc) prior to release, and • the owner completes documentation providing sufficient evidence to enable Council opportunity to institute legal proceedings as required (release forms must be approved by Council). <p>All documentation relating to the release of impounded animals including registration remains the property of Council and shall be forwarded to the Contract Manager within five working days from the release of the animal.</p>		

SERVICE	DESCRIPTION	LEVEL OF SERVICE	RESPONSE	CONFORMING YES / NO
Rehousing by the Contractor	Rehousing of all animals not claimed.	Rehousing of all unclaimed animals to be undertaken in accordance with the Act and the Code of Practice.		
Surrendered animals		All surrendered animals shall be held for a minimum of 24 hours before rehousing or otherwise.		
'Third chance' rehousing	Provision of rehousing animals using accredited rescue and welfare groups external to the Contractor.	<p>Animals able to be rehoused but are deemed unsuitable due to veterinary care requirements or age must be kept for 24 to 48 hours longer than the statutory holding period prescribed in the Act to provide Council the opportunity to rehouse the animals.</p> <p>'Third chance' rehousing to be undertaken in accordance with the Act and the Code of Practice.</p> <p>Process involved in 'third chance' may also involve transportation, information provided on the animal including veterinary report and/or photographs to be negotiated.</p>		

SERVICE	DESCRIPTION	LEVEL OF SERVICE	RESPONSE	CONFORMING YES / NO
Disposal of Animals	Disposal of unclaimed animals that have been impounded.	<p>The reasons for euthanasia are to be recorded and provided through monthly reporting to the Contract Manager within 10 days of the completion of the calendar month.</p> <p>Animals not claimed are the responsibility of the Contractor and managed in accordance with the Code of Practice.</p> <p>No euthanasia will take place at Council's animal holding facility unless in consultation with the Contract Manager.</p>		
Collection of fees	Pound fee collections, release records and registers are to reconciled at time of animal collection.	<p>Council will set a release fee and registration fee for animals and this is reviewed annually.</p> <p>Release and registration fees collected by the Contractor are the property of Council.</p> <p>Any additional fees charged to the owner by the Contractor are to be first approved by the Contract Manager or Deputy Contract Manager and must not offset or affect the release or registration fees which are required to be collected on Council's behalf.</p>		

SERVICE	DESCRIPTION	LEVEL OF SERVICE	RESPONSE	CONFORMING YES / NO
After-hours call out	The after-hours response operates from 5:00pm until 8:00am Monday to Friday, from 5pm Friday – 8am Monday on weekends and all day and night on public holidays.	<p>Collection of animals at large that have been contained.</p> <p>Attendance within one hour and telephone response within 15 minutes.</p> <p>Accurate weekly reports (in a format approved by the Contract Manager) are provided to the Council, of any call outs attended.</p> <p>Any serious call outs requiring immediate further action to be called through to the Contract Manager or the Deputy Contract Manager.</p> <p>Assessment of the seriousness of the issue shall take into account whether any animal or human is attacked.</p>		
Vehicles and Equipment		Vehicles used by the Contractor must be in accordance with the Code of Practice and appropriate for the required services.		

SERVICE	DESCRIPTION	LEVEL OF SERVICE	RESPONSE	CONFORMING YES / NO
<p>Holding seized animals in secure facility.</p>	<p>Providing secure holding facilities for seized dogs that are the subject to an investigation and potential prosecution.</p>	<p>No public access should be allowed to the area where the dog is being kept. The Contractor must provide a secure housing facility with the ability to exclude public access.</p> <p>Any visitation by animal owners is at the discretion of the Contract Manager, Deputy Contract Manager and Pound Manager. Any visitation must be supervised at all times, in an area away from where the dog is housed. At no time is a visitor to be told or taken where the dog is normally housed.</p> <p>The Contractor or any staff employed by the Contractor must not engage in any conversation with owners, relatives or family members of seized animals about their animal or pending court cases. Any conversation must be reported to the Contract Manager or the Deputy Contract Manager immediately.</p> <p>The Contractor must establish and maintain security arrangements in place for its pound which minimise the risk regarding the theft of impounded dogs.</p> <p>Evidence of theft or any matter requiring police investigation must be reported to the Contract Manager or the Deputy Contract Manager and action to rectify and prevent incident from reoccurring may be required to be substantiated.</p> <p>Seized animals subject to legal proceedings will be held until otherwise advised by the Contract Manager or the Deputy Contract Manager. Seized animals must only be released on written advice by the Contract Manager or the Deputy Contract Manager.</p>		

SERVICE	DESCRIPTION	LEVEL OF SERVICE	RESPONSE	CONFORMING YES / NO
Customer Service		The Contractor is to supply their customer service policies and they are to operate within these at all times.		
Response to Council		<p>The Contractor's representative or a suitable deputy shall be contactable by Council 24 hours per day, seven days per week.</p> <p>A contact number shall be made available to relevant Contract Manager, Deputy Contract Manager and other Council contractors as directed by the Contract Manager. Details shall also be provided of an alternative contact when the nominated person is unavailable.</p>		
Innovation		<p>The Contractor shall actively seek co-operatively to identify and investigate best practice in respect of the following</p> <ul style="list-style-type: none"> • improvements to efficiency, quality and productivity • safer work practices • technological developments • social media and • any other improvements 		
Invoicing and Payments		<p>The Contractor shall provide an invoice within 10 days of the completion of the calendar month including monthly statistics in the form and content required by the Contract Manager or the Deputy Contract Manager.</p> <p>The Contractor shall also provide payment for all monies collected on behalf of Council including release and registration of animal fees within 10 days of the completion of the calendar month.</p>		

Contractor's Staff and Sub-Contractors		<p>The Contractor, Contractor's staff and sub-contractors are to represent the Council in a proper manner. All contact with the public must be courteous and co-operative.</p> <p>The Contractor shall allow in the tender for the attendance and involvement of himself, all Contractor's staff and sub-contractors in a Council sponsored staff induction/education program to be conducted for all persons involved in Contract activities, prior to their commencement.</p> <p>All Contractor's staff performing the animal collection service (either during normal business hours or after hours) must be able to be appointed as authorised officers under sections 72 and 72A (1) of the Act and section 224 of the <i>Local Government Act</i> 1989.</p> <p>Relevant staff must either have equal to or greater than five years of experience in animal control or a Certificate IV Animal Control and Regulation (or equivalent).</p>		
Municipal Emergency		<p>In the event of a declared municipal emergency, the Contractor must provide support to Council as required which includes:</p> <ul style="list-style-type: none"> • providing temporary housing and sustenance for animals displaced by the emergency • inspecting each animal for injury, illness or disease within four hours of receipt (Details of any injury, illness or disease detected, must be reported to Council within four hours.) • providing a facility for inspection and release of such animals • providing a collection and transport service to pound for displaced animals • providing Veterinary and Veterinary nursing assistance, and • providing temporary onsite housing. 		

- 3.2. The Contractor must provide detailed monthly reports collating the figures referred to in Table 1. Information and records about impounded animals must be accurate and complete.
- 3.3. Impounded animals remain the property of the Council until released or completion of the statutory holding period and third chance holding period.
- 3.4. Any animal held beyond that period (other than seized animals or any other animal where a different arrangement has been made in writing) must be handled in accordance with the requirements of the Act and the Code of Practice and at the cost of the Contractor.
- 3.5. Veterinary care costs will be charged to the owner and remain the prerogative of the Contractor. If any animal requires veterinary attention and the owner of the animal is unknown, the Contractor must contact the Contract Manager or Deputy Contract Manager for authorisation unless in emergency situations under humane grounds.
- 3.6. Existing animal collection and impound service data

An outline of historical data relevant to the service is shown in *Table 2*. This information is provided as a guide only in determining a service cost estimate.

Table 2

Service	Approximate current volume/year
Dog registrations	10,241
Cat registrations	4,667
Dangerous dogs registered	4
Menacing dogs registered	4
After hours call outs	576
Dogs impounded	619
Cats impounded	856
Dogs returned to owner or rehoused	531
Cats returned to owner or rehoused	130
No of dogs euthanised	72
No of cats euthanised	679
Dogs and cats surrendered	37

Table 2

4. General provisions and requirements

4.1 Quality Plan

The Contractor must, within three months of the Commencement Date, prepare and submit a draft contract specific Quality Plan for the approval of the Contract Manager. The Quality Plan must detail processes for measuring and achieving quality in performance and continuous improvement and monthly reporting to the Contract Manager.

The approved Quality Plan ("the Quality Plan") must cover all contract related activities and must include but not be limited to the following:

- a) a statement on the Quality Plan objectives
- b) reference to and details of the procedures and systems that guarantee or assure the attainment of the required standards
- c) a procedure to ensure that all assets, plant, vehicles and equipment required to perform the Contract Works are provided, meet the requirements of applicable Australian Standards with regard to specifications and Codes of Practice, have proper maintenance schedules, cleaning and safety standards and are appropriately registered and licensed.

4.2 Risk Management Plan

- 4.2.1 Tenderers are to supply a preliminary risk assessment and propose tactics to ensure service delivery is maintained and risk is mitigated or removed or transferred.
- 4.2.2 The Contractor shall within three months of the commencement date prepare a Risk Management Plan (RMP) for the approval of the Contract Manager.
- 4.2.3 The RMP shall address the risk management process as specified in AS / NZS 4360 including, but not limited to identifying possible risk areas, identifying what stakeholders are likely to be affected, assessing the possible consequences of the risks and how these risks can be negated.
- 4.2.4 Implementation
- 4.2.5 The RMP must be fully operational within four weeks of approval by the Contract Manager.
- 4.2.6 Failure to implement an approved RMP within the required time frame or submission of subsequent reports will be considered a breach of contract.

4.4 Occupational Health and Safety.

The Contractor must establish and implement an OH&S management system which ensures compliance with all duties of an employer under the *Occupational Health and Safety Act 2004* (the OH&S Management System).

4.5 Data to be provided

The Contractor must, on an on-going monthly basis collect, record and report to the Contract Manager on a range of data related to all work components of the Service. The costs of collecting, recording and reporting of all data are to be met by the Contractor.

The data is necessary for and will be used for a variety of purposes which may include:

- a) a basis of payment to the Contractor
- b) a measure of Contract performance
- c) a measure of Contract Specification effectiveness and cost efficiency
- d) to audit certain data
- e) to keep Council's information systems up to date
- f) provision of information to the community. The Council may make information public in relation to rehousing using "third chance" options, including efforts made by participating rescue and welfare organisations.

The data is to be provided in a format and to a standard of presentation approved by the Contract Manager. The data includes the requirements shown in *Table 3* but may be subject to change.

Table 3

DATA	
Cats	<ul style="list-style-type: none"> • No of cats impounded/month <ul style="list-style-type: none"> ○ No of cats registered ○ No of cats registered and micro-chipped ○ No of cats micro-chipped ○ No of cats not identifiable • No of cats surrendered and reasons • No of cats returned to owner/month <ul style="list-style-type: none"> ○ No of cats registered ○ No of cats registered and micro-chipped ○ No of cats micro-chipped • No of cats re-housed/month • No of cats referred through to 'third chance' • No of cats euthanised/month and reasons • No of cats in hold at the end of the month • No of cats in sales at the end of the month • No of cats registered/month by Contractor
Dogs	<ul style="list-style-type: none"> • No of dogs impounded/month <ul style="list-style-type: none"> ○ No of dogs registered ○ No of dogs registered and micro-chipped ○ No of dogs micro-chipped ○ No of dogs not identifiable • No of dogs surrendered and reasons • No of dogs returned to owner/month <ul style="list-style-type: none"> ○ No of dogs registered ○ No of dogs registered and micro-chipped ○ No of dogs micro-chipped • No of dogs re-housed/month • No of dogs referred through to 'third chance' • No of dogs euthanised/month and reasons • No of dogs in hold at the end of the month • No of dogs in sales at the end of the month • No of dogs registered/month by Contractor
Call outs	No of call outs/month (after hours) – including referral person, list of animals collected, street and location that the animal was collected from and time/date collected.
Impounded animals	No of impounded animals held, including date of arrival and total days held.
Seized animals	No of seized animals held, including date of arrival and total days held.

Table 3

4.6 Regular Contract Meetings.

The Contractor and the Contract Manager must agree on a schedule of formal meetings to discuss Contract issues. The Contractor's Representative or a suitable deputy must attend the meetings which will be held on a monthly basis on or around 10 days of the completion of the calendar month. The Contractor's Representative is to be available at all times to discuss or inspect work with the Contract Manager.

4.7 Public Statements

The Contractor shall not make any public statements regarding any Council business which are inconsistent with Council policy. They are also prohibited from making, or responding to any comment in relation to Council business, to any member of the media, without prior written consent of the Contract Manager or Deputy Contract Manager.

4.8 Keep Council Informed

The Contractor shall bring the Council's attention to anything which is of a contentious nature, or which could potentially involve Council or its Officers publicly.

4.9 Conflict of Interest

The Contractor shall give immediate notice in writing to the Contract Manager or Deputy Contract Manager of any matter connected with the provision of the Service which may give rise to an actual or potential or perceived conflict of interest at any time during the contract term.

5. Performance levels and monitoring

5.1. General methods by which the Contractor's performance will be monitored are set out below.

5.2. It is imperative that the pound service is both reliable and efficient, with animal collections being done in a timely manner and processing animals in accordance with the Act. It is also vital that seized animals are dealt with appropriately, given they are the subject of legal action.

5.3. The general methods to be employed by Council will include:

- regular review meetings between the Contract Manager and Contractor in order to provide mutual feedback on Contract performance relative to standards including recommendations for the continuous improvement of the service and to review and monitor Key Performance Indicators (KPIs)
- random operational auditing
- regular audits of components of the Quality Plan
- inspection by the Contract Manager of sites, procedures and activities and measurement and documentation of the standards achieved
- joint inspections of sites, procedures and activities by the Contractor and the Contract Manager and measurement and documentation of standards achieved
- monthly review of the requirements of the Contractor's Health and Safety Plan.

5.4. Key Performance Indicators.

These indicators will measure the success of the performance and relationship of the Contract itself.

The Contractor must agree with the Contract Manager a range of measures for all components of the KPIs. These will generate and provide data, information and will demonstrate satisfactory performance and achievement against all agreed KPIs, through agreed periodic reporting.

The agreed KPIs include the categories shown in *Table 4*:

Table 4

	KPIs	Unit of Measure	Target
1.	Performance	Pound facilities meet or exceed the standards as required by the Code of Practice.	
		The proportion of animals collected within agreed response times.	Exceed 95% operational capacity performance.
		Impounded animals processed according to the requirements of the Act.	100% compliance.
		Contact person available for the Contractor 24 hours per day and contactable.	100% availability.
		Ability to rehouse unclaimed animals.	Council is committed to reducing euthanasia rates to a maximum 10% for dogs and a 50% for cats within 4 years. In order to achieve these targets the Contractor would need to cooperatively work with Council and provide the service in accordance with Table 1 of the specifications and activities listed as part of Darebin's Domestic Animals Management Plan 2013-17. see http://www.darebin.vic.gov.au/Page/Page.aspx?Page_Id=80
		Financial reconciliation is accurate and received within 10 days of the completion of the calendar month.	100% compliance.
2.	Reporting	Reporting on time as agreed <ul style="list-style-type: none"> • weekly • monthly • integrity of data • ability to keep Council's database up to date. 	100% compliance

Table 4

6. Schedule of rates

Table 5

Service	Cost (inclusive of GST)				
	Year 1	Year 2	Year 3	Year 4 (*)	Year 5 (*)
<p>Impounded dogs (includes routine veterinary costs, daily maintenance, feed, clean and exercise) and costs associated with rehousing any animals.</p> <p>**note release fee will be set by Council and this would be collected and reimbursed to Council on a monthly basis.</p>	Cost/animal				
<p>Impounded cats (includes routine veterinary costs, daily maintenance, feed, clean and exercise) and costs associated with rehousing any animals.</p> <p>**note release fee will be set by Council and this would be collected and reimbursed to Council on a monthly basis.</p>	Cost/animal				
Business hours animal collections	Cost/hour				
Business hours returns to holding facility	Cost/hour				
After hours animal collections	Cost/call out				
Cost for holding dog	Cost/animal/day				
Cost for holding cat	Cost/animal/day				

(*) _If the contract term is extended by Council

Service	Cost (inclusive of GST)				
	Year 1	Year 2	Year 3	Year 4 (*)	Year 5 (*)
Surrendered dogs (includes routine veterinary costs, daily maintenance, feed, clean and exercise) and costs associated with re-housing of any animals.	Cost/animal				
Surrendered cats (includes routine veterinary costs, daily maintenance, feed, clean and exercise) and costs associated with rehousing of any animals.	Cost/animal				
Cost for impoundment of owned or possibly owned other animal (ie livestock).	Cost/animal/day (please note if it varies depending on type of animal)				
Cost for disposal of other animals (ie wildlife, livestock)	Cost/animal				
Euthanasia fee	Cost/animal (please note if it varies depending on type of animal)				
Images of animals posted on social media and/or provided to Council	Cost/image				
Micro-chipping costs for residents	Cost /animal				
De-sexing of dogs for residents	Cost/animal (please note if it varies on sex or weight of animal)				
De-sexing of dogs for Council promotional or hardship purposes	Cost/animal (please note if it varies on sex or weight of animal)				
De-sexing of cats for residents	Cost/animal (please note if it varies on sex or weight of animal)				
De-sexing of cats for Council promotional or hardship purposes	Cost/animal (please note if it varies on sex or weight of animal)				

(*) _If the contract term is extended by Council

Table 5