



Oadby & Wigston

BOROUGH COUNCIL

**Quotation for the service provision of
DOG WARDEN and DOG KENNELING
SERVICE**

Tender Reference OWBC2018DW

This document is issued to

Issue Date: 4th January 2019
Return Date: 1st February 2019

Oadby and Wigston Borough Council
Council Offices
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1 - PREAMBLE

1 GENERAL REQUIREMENTS

- 1.1 Quotations are invited for the supply of a Dog Warden service and a Dog Kennelling service for the collection of stray dogs and for the subsequent temporary kennelling of these dogs respectively.

The Council's detailed requirements are defined in the Specification.

- 1.2 The Contract is for a period from 1st April 2019 to 31st March 2022 with an option to extend for a period of up to 12 months. The service is to operate daily and at set times of the day during the working week and at week-ends.

- 1.3 The Contracting Council for this tender process is Oadby and Wigston Borough Council.

- 1.4 The dog warden and kennelling service is being re-tendered with a view to achieving savings.

- 1.5 Quotations are invited for the supply of services in respect of:

- Provision of a Dog Warden service to collect stray dogs during weekday 'office' hours.
- Provision of a Dog Warden service to collect stray dogs during out of office hours, weekends and, public holidays.
- Provision of a Dog Kennelling facility for the reception of dogs collected by the Dog Warden service during 'office' hours weekdays,
- Provision of a Dog Kennelling facility for the reception of dogs collected/found by the public, 'out of office' hours weekdays and at week-ends and bank holidays
- Additional service for the investigation of stray roaming dogs by the Dog Warden service and investigation of dog fouling issues under the Councils Public Space Protection Order during the contract period.

Contractor(s) are required to submit a bid for all elements of the service and bids will not be accepted for individual elements

- 1.7 The timetable for this tender is:

Invitation to quote:	4 th January 2019
Deadline for submission of quotations:	1 st February 2019
Completion of Evaluation of quotations:	8 th February 2019
Notification of successful Tender notified:	11 th February 2019
Successful applicant notified:	25 th February 2019

PRIVACY NOTICE

The information you provide is confidential and subject to the requirements of the Data Protection Act 2018. This personal data will be held and processed by Oadby and Wigston Borough Council for the purpose(s) of licensing and enforcement and protection of public funds.

(The personal details you provide may also be shared with a veterinary Surgeon / practitioner, DEFRA, RSPCA, UKAS-accredited body, Planning Service, Council Legal Team and the licencing committee. For the purposes of or as part of any statutory duties requiring such disclosure and to protect the public funds it collects and administers.)

Any data may be used to prevent fraud or the misuse of resources. For further information of our privacy notice, please visit https://www.oadby-wigston.gov.uk/pages/privacy_notices.

The direct link to the Oadby and Wigston Borough Council full privacy notice is: <https://www.oadby-wigston.gov.uk/pages/privacy>.

2 - BACKGROUND

Geography

- 2.1 Oadby and Wigston Borough Council covers an area of 2345 hectares. The District had a population of 56,170 at the 2011 census and is a small, highly urbanised Borough, which adjoins the south-east edge of the City of Leicester. This population is concentrated in the three main settlements of Oadby, Wigston and South Wigston; The District borders Leicester to the North, Harborough to the South and East and Blaby to the West. The Council's administrative headquarters are based in Wigston

Current Service demand

- 2.2 Detail of the workload since 1st April 2015 is set out below:

Service elements	2015/16	2016/17	2017/18	1/4/18 – 26/11/18
Total Number of Dogs Collected	17	23	11	9
Number of dogs collected / kennelled 'office hours'	Not Known	Not Known	8	8
Number of dogs collected / kennelled 'out of office hours'	Not Known	Not Known	3	1

The following table provides more detail of the nature of the service provided:

Service elements	2017/18	1/4/18 – 26/11/18
Number of dogs collected	11	9
Number of dogs returned to or reclaimed by owner	7	6
Number of dogs re-homed	4	2
Number of dogs destroyed	0	0

- 2.3 Until 5th April 2008 the responsibility for stray dogs during 'office hours' (Monday to Friday 09:00 hrs to 17:00 hrs) was shared with the Police Authority but for 'out of office' hours it was the sole responsibility of the Police Authority.
- 2.4 On the 6th April 2008 the duty to deal with stray dogs became vested in the Council. The 'out of office hours' stray dog provision has been outsourced on a contract basis since April 2008.

3 – SUBMISSION OF QUOTATION

- 3.1 Quotations should be received no later than 12 noon on 1st February 2019 in the pre-paid envelopes marked 'DOG WARDEN & DOG KENNELLING SERVICE' any queries, should be addressed to:

Tony Cawthorne
Acting Environmental Health Team Leader
Oadby and Wigston Borough Council
Wigston
Leicestershire
LE18 2DR

Tel: 0116 2572670

Email tony.cawthorne@oadby-wigston.gov.uk

If you wish to receive an electronic copy of this document, please email a request with reference number OWBC2018DW to tony.cawthorne@oadby-wigston.gov.uk and a Microsoft Word or Excel file attachment will be sent by email reply.

In addition to one paper copy of the tender documentation you should include an electronic version, based in Microsoft Word or Excel, within your tender return envelope; on memory stick or flash drive.

4 - SPECIFICATION

GENERAL

- 4.1 The Oadby and Wigston Borough Council proposes to enter into a contract to provide a Dog Warden and Dog Kennelling service for the collection of stray dogs, enforcement of dog control legislation and for the subsequent temporary kennelling of dogs.
- 4.2 The contract is for a period from 1st April 2019 to 31st March 2022 with an option to extend for a period of up to 12 months. The service is to operate daily and at set times of the day and evening during the working week, week-ends and public holidays.
- 4.3 The Dog Warden Service shall undertake the collection of stray dogs within the Council's area and take dogs collected to a designated kenneling facility.
- 4.4 The Dog Kenneling Service shall undertake to receive and kennel dogs collected by the public on behalf of the Oadby and Wigston Borough Council from within the Council's area.
- 4.5 During the contract period a 'door step' collection of stray dogs, as reported, will be provided by the contractor during 'office' hours. Accounts shall be kept for failed collections when stray dogs are re-homed before the 'door step' collection can take place.
- 4.6 Dogs collected shall be checked for owner identification noting collar details, electronic 'chip' information obtained by scanning and in addition a description of the dog is to be compiled. This data will be entered onto the Council's database and will be cross referenced against dogs reported as lost. Collected dogs are transported direct to the designated kennel facility.
- 4.7 The service will comply with the Council's statutory responsibilities under the following provisions to be implemented during the Contract period:-
- The Environmental Protection Act 1990
 - Dog Act 1871
 - Control of Dogs Order 1992
 - The Dogs Act 1906 (as amended)
 - Section 27 of the Road Traffic Act 1988
 - Clean Neighbourhood and Environment Act 2005
 - Animal Welfare Act 2007
 - Anti-social Behaviour, Crime and Policing Act 2014
 - The Animal Welfare (Licensing of Activities Involving Animals)(England) Regulations 2018

and all other legislation, regulations or orders relating to dogs which are implemented throughout the Contract term for which the Contractor(s) must make due provision.

- 4.8 Dogs needing veterinary care are to be taken to an appropriate veterinary facility as soon as practicable dependant upon the type of complaint / injury.
- 4.9 The Contractor will provide an effective response to service requests from all members of the public within the Oadby and Wigston Borough Council area in accordance with the Council's Service Standard for a same day response.
- 4.10 The aim is to work with Contractor(s) who can provide an effective service and are also capable of improving and developing the service over the contract period.

5 – SCOPE OF SERVICE

5 Scope of Service Required

- 5.1 The Contractor(s) providing the Dog Warden and Dog Kennelling services shall be available to respond to dog issues daily for the contract period with contract times being:

Dog Warden (doorstep collection) service

- a. Week-day 'office' hours: 09:00 hrs to 17:00 hrs (emergency cover and subject to service review)

Dog Reception and Dog Kennelling service

- a. Week-day 'office' and 'out of office' hours: 09:00 hrs to 22:00 hrs
b. Week-ends: 10:00 hrs to 22:00 hrs

- 5.2 The Contractor(s) shall provide a comprehensive Dog Warden and Kennelling service, undertaking the duties listed as follows.

Dog Warden Duties during contract times:-

- Attend to service requests for the door-step collection of stray dogs and in addition transport them to a designated kennel facility.

Kennelling service during contract times:-

- Weekday 'office' hours – receive and kennel dogs collected
- Weekday 'out of office' hours – receive and kennel dogs found/collected by members of the public.

- Weekends - receive and kennel dogs found/collected by members of the public.
- Weekday/weekend - undertake Dog Warden duties within the authority; to include, microchipping, dealing with dangerous dogs, park patrols, sign erection and enforcement of dog fouling controls as agreed in conjunction with the Council

5.3 The Contractor(s) shall also have:-

- experience in dealing with stray dogs.
- experience in dealing with aggressive and aggrieved customers.
- be a member of the Dog Warden and/or Kennelling Association and demonstrate commitment to continuing professional development.

5.4 The Contractor shall collect stray dogs if the dog is retained by a member of the public or the Police. Service requests for dangerous dogs will be reported onto the Police for enforcement in accordance with the legislative provisions.

5.5 Tenderers are required to quote for the investigation of stray roaming dogs and the investigation of Dog fouling issues under the Councils Public Space Protection Order during the contract period.

5.6 The Contractor shall only accept and kennel a stray dog if the dog has been found straying within the Oadby and Wigston Borough.

5.7 The Contractor shall accept and kennel a dog which has been surrendered by the owner (disclaimer dogs) and complete relevant documentation. There is a fee to be paid by the dog owner.

5.8 Dog kennelling facilities shall comply with the standards specified by the Chartered Institute of Environmental Health and/or the requirements imposed or agreed by the Licensing Council's Standard Conditions under The Animal Welfare (Licensing of Activities Involving Animals) (England) Regulations 2018 in whose area the designated kennels are situated.

5.9 The designated kennels shall be licenced for the period of the contract.

5.10 The payment of all kennelling and incidental fees for unclaimed dogs together with any re-homing costs will be the responsibility of the Dog Kennelling Contractor after a period of 7 days from receipt at the kennels.

5.11 The Dog Kennelling Contractor shall make appropriate arrangements for any veterinary requirements for stray dogs either on collection and/or during the kennelling period. Veterinary costs shall be the responsibility of the Council however; authorisation from the Council must be obtained prior to any treatment being undertaken where a single treatment cost exceeds £250.

- 5.12 The Dog Kennelling Contractor shall ensure that a procedure is in place for the public to reclaim a dog, as a minimum, between:
- (a) 09:00 hrs and 17:00 hrs Monday to Friday, and
 - (b) 10:00 hrs and 13:00 hrs on a Saturday.
- 5.13 The Dog Kennelling Contractor shall be responsible for the collection of any statutory fees and administration fees determined by the Council.
- 5.14 The Dog Kennelling Contractor shall pay to the Council one month in arrears the sum of the Council fee's collected, deducted from the Contractor(s) monthly invoice. The Contractor(s) shall record full details of all stray dogs along with the costs involved with their care (kennelling, and veterinary fees) and as appropriate the fees charged for the return of the animal(s) to their owner. The form of this record, which will be submitted to the Council on a monthly basis, will be agreed with the Council in a Service Level Agreement in order that the statutory fees are correctly paid to the Council.
- 5.15 The Dog Kennelling Contractor shall recover all costs from the owner for the kennelling of the dog and for any veterinary fees incurred. Any statutory fees and veterinary fees recovered will be surrendered to the Council in accordance with the above.

6 .- SERVICE STANDARDS

6 Service Standards – Performance Targets

- 6.1 The Dog Warden Contractor(s) shall respond to any report by the Council in respect of a stray dog within the following timescales:
- (a) Week-day 'office' hours: 09:00 hrs to 17:00 hrs – within 2 hours (subject to service review)
 - (b) To be available for the public to drop off a stray dog during times specified at 5.1
 - (c) To be available for the public to reclaim a dog during times specified at 5.12
- 6.2 Provision of kennelling services for duration of the Contract

7.- ADMINISTRATION

7 Administration

- 7.1 The Dog Warden and Dog Kennelling Contractor shall ensure that the Council is able to report stray dogs and make requests for service. The

- Council shall specify the recording procedure to be used as set out within the Service Level Agreement.
- 7.2 The Dog Warden and Dog Kennelling Contractor shall record all requests for service and provide the Council with a mechanism for access to this information by electronic means.
- 7.3 The Dog Warden Contractor shall be responsible for the serving of all statutory seizure notices and maintaining (in accordance with the relevant legislation), a Found Dog Register and the provision of monthly reports on this aspect of the service (Section 149 Environmental Protection Act 1990).
- 7.4 The Dog Warden and Dog Kennelling worksheets, timesheets and monthly analysis forms shall be provided by the Contractor in a format approved by the Council.
- 7.5 Each Dog Warden and Dog Kennelling facility shall be provided with suitable mobile means of communication to enable easy contact between:
- Other Dog Wardens (as appropriate).
 - The Council
 - The Council's emergency call centre
- 7.6 The Dog Warden Contractors shall provide suitably modified vehicles for the transportation of dogs of any size.

8 - MONITORING

8 Monitoring Arrangements - The Monthly / Quarterly Reports

- 8.1 The Dog Warden and Dog Kennelling Contractor shall provide a written monthly report of tasks, which have been carried out in performing the services. This report shall be in a format agreed by the Council in the Service Level Agreement prior to the commencement date.
- 8.2 The content of the report shall include:
- Names of Contractor staff undertaking attendance duties.
 - A summary of attendance duties giving dates, times and locations.
 - The number of service requests for stray dogs received and related performance data (e.g. time received, response and resolution times).
 - Details of emergency tasks.
 - Details of investigations performed following instructions by the Council.
 - Details of incidents likely to result in prosecution proceedings.
 - Any other information considered relevant.
- 8.3 Completion of the monthly report shall be in addition to and shall not prejudice the Dog Warden and Dog Kennelling Contractor duty to verbally report all incidents and results of investigations to the Council on request.

- 8.4 Non-compliance with the provisions of the Service Level Agreement shall be subject to a Default Notice and if this non-compliance continues for more than 12 weeks, irrespective of whether any Default Notice has been served, this shall be considered to be a serious breach of contract and the Council reserves the right to terminate the contract immediately.
- 8.5 In addition to the monthly report the Dog Kennelling Contractor must provide the Council with a quarterly report detailing the final disposal of all stray dogs seized or collected to include
- the total number of days, dogs have been kennelled within the facility;
 - the total number returned to their owner;
 - the total number reclaimed by the owner from kennels;
 - the total number re-homed;
 - the total number destroyed.
- 8.6 The Dog Warden and Dog Kennelling Contractor shall invoice the Council on a monthly basis one month in arrears in twelve equal instalments with any statutory and administration fees collected by the Dog Kennelling Contractor deducted from the invoice. The standard payment term for the Council is 30 days.

Oadby and Wigston Borough Council reserve the right to write to or meet with tenderers for clarification of any point.

Tenders will be evaluated against the criteria laid down in Section 9 below.

Short-listed tenderers are expected to provide references from other Authorities utilising their services and assist in arranging site visits to an existing site operation if appropriate.

9 – CONTRACT AWARD CRITERIA

9. Contract Award Criteria

9.1 Evaluation of Quotations

The Council will undertake evaluation to establish the Quotation which it considers to be the most economically advantageous.

The assessment of the quotation will be qualitative and quantitative. The qualitative element will be weighted at 40% of the evaluation. The financial element will be weighted at 60% of the evaluation.

The Council will evaluate the Quotation against a number of quality criteria, each weighted in line with its importance, and each criteria will receive a mark out of a maximum as indicated below. The total points available for quality represent 40% of the award.

9.2 Quality Evaluation

Tenderers are invited to submit a qualitative submission against each of the components set out in Table 1 below and will award points up to the maximum shown against each component. The maximum total points available for the quality submission are 200. Each question has been given a weighting according to the importance of the issue.

Table 1 - Quality Evaluation

Question	Component	Maximum Score per Component	Weighting	Points Available
1	Relevant experience	5	3	15
2	Service accessibility – during office hours	5	3	15
3	Service accessibility – out of office hours (evening and weekend)	5	3	15
4	Procedure – treating sick and injured dogs	5	3	15
5	Maintenance and Submission of records	5	2	10
6	Procedure – reclaiming dogs	5	3	15
7	Re homing policy	5	3	15
8	Procedure – scanning and identification checks	5	2	10
9	Provision of advice – responsible dog ownership	5	1	5
10	Policy – micro chipping	5	2	10
11	Business Continuity arrangements	5	2	10
12	Staff training and experience	5	3	15
13	Staffing – dealing with peak demands	5	3	15
14	Staff uniforms	5	2	10
15	Kennels – boarding licence	5	3	15
16	Monitoring quality	5	2	10
Total Points Available				200

The scoring methodology is set out in Table 2 below.

Table 2 – Scoring Methodology

Assessment	Score
Very Poor – either no answer provided or the answer completely fails to demonstrate that any of the Councils key requirements in the area being measured will be delivered	0
Poor – provides only limited assurance that the Councils requirements in the area being measured will be delivered	1
Barely Adequate - demonstrates how some of the Councils requirements in the area being measured will be delivered so as to provide a basic service that will be reasonably responsive to the needs of residents, the Councils and other stakeholders	2
Satisfactory – demonstrates how most of the Councils requirements in the area being measured will be delivered so as to provide an acceptable service that will mostly be responsive to the needs of residents, the Councils and other stakeholders	3
Good – demonstrates how all of the Councils requirements in the area being measured will be delivered so as to provide a good service that will be responsive to the needs of residents, the Councils and other stakeholders	4
Very Good – demonstrates clearly how all of the Councils requirements in the area being measured will be fully delivered so as to deliver an excellent service that will be highly responsive to the needs of residents, the Councils and other stakeholders	5

Failure to score a minimum of 3 in any one category will result in the bid being disqualified

9.3 Financial Evaluation

The Council will be evaluating the cost proposals submitted with a view to ensuring that the proposals are within the Council's budget. This financial element forms 60% of the overall evaluation. It is anticipated that the fees will follow the guidelines set out below:

- Eliminate any tender which fails to meet any minimum criteria
- Eliminate any tender which is found to be too low to be credible (after making enquiries) or too high to be acceptable, however many points it scores in all other respects.
- The Council may disregard any bid that is more than a 30% variation in price from the mean of all tenders received for this Contract.
- The submission with the lowest % fee will be awarded the full score of 300.
- All other bids are scored using the formula: Bid's score = (maximum score available) x (lowest total cost / bid price)

So for example, where there are 300 points available:

Bidder 1 submits the lowest price of £50

Bidder 2 submits a price of £65

Bidder 1 will score 300, as their price is lowest

Bidder 2 will score 231, based on the formula $300 \times (50 \div 65)$

9.4 Summary Evaluation

Quality points scored out of the possible 200, forming the 40% weighting on quality, will be added to the score out of 300 from the financial evaluation to give a grand total out of a possible 500.

The Council reserves the right not to award the Contract to the lowest or any quotation, reserving also the right to accept the same in whole or in part.

- 9.5 Any acceptance of a Quote by the Council shall be in writing and shall be communicated to the Contractor Upon acceptance the Contract shall thereby be constituted and become binding on both parties notwithstanding which the Contractor shall, upon request of the Council, forthwith execute a formal contract in the form of the Articles of Agreement.

10.- INSURANCE

10.0 Insurance

- 10.1 The following insurances are required. Please submit copies of all insurance documentation within your proposal. However, applicants are not necessarily required to hold the required levels of insurance prior to contract award, but the Council needs to see a commitment to attaining the required cover prior to commencing work if successful:

- Employer's Liability: £10 Million
- Public Liability: £ 5 Million

11 – REFERENCES

11.0 References

11.1 Please provide details of three contracts that are relevant to the Authority's requirements:

Reference 1

Customer Organisation	
Customer Contact Name and phone number	
Date contract awarded	
Contract description	

Reference 2

Customer Organisation	
Customer Contact Name and phone number	
Date contract awarded	
Contract description	

Reference 3

Customer Organisation	
Customer Contact Name and phone number	
Date contract awarded	
Contract description	

12 - PRICING SCHEDULE

NOTE: The overall price for the contract will be calculated based on the actual 2017/2018 service demand (see Section 2 paragraph 2.2)

Component	Service description	Delivery by	Total Costs (£)
Service Element 1	<p>Provide a Dog Warden service to collect stray dogs during weekday 'office hours'</p> <p>(a) Charge per dog collected (b) Charge for a failed collection</p>		
Service Element 2	<p>Provide a Dog Warden service to collect stray dogs during Out of Office Hours including Bank Holidays and weekends</p> <p>(a) Charge per dog collected (b) Charge for a failed collection</p>		
Service Element 3	<p>Provide a dog warden service for the investigation of stray roaming dogs and investigation of dog fouling issues under the Councils Public Space Protection Order during the contract period</p>		
Service Element 4	<p>Provide Dog Kennelling facilities for the reception of dogs found/collected during the term of the Contract</p> <p>a. Charge per week for the provision of the kennelling facility (excludes charge per dog per day)</p> <p>and</p> <p>b. Charge per dog per day for kennelling</p> <p>(You are required to provide a cost for both (a) and (b) above)</p>		
	Total		

13.-.QUOTATION APPLICATION

Question	DOG WARDEN & DOG KENNELING SERVICES	
1	Describe in detail your current and previous experience of providing services similar in scale and requirement to that required by this specification	
2	What arrangements will there be for 'Office' hours contact? (Telephone, email, open times)	
3	What arrangements will there be for 'Out of Office' hours contact to enable public to drop off and reclaim dogs (Telephone, email, open times)	
4	Detail your procedure in place to treat injured and sick stray dogs efficiently and humanely	
5	Detail administrative proposals for providing management information of the records required by the Council	
6	What procedures will you have in place for dogs being reclaimed by the public during the times cited in the specification?	

7	Please state your rehoming policy to ensure all dogs rehomed are assessed – behaviourally and physically – and permanently identified, and that potential new owners are vetted	
8	Detail written procedural policy to scan (or check for other identification) all stray dogs collected – <i>This will reunite owners faster and encourage more of them to permanently ID their dogs</i>	
9	Please state if you intend to provide information and advice to owners reclaiming strays on how to prevent the animal straying again (verbal or written)	
10	Do you intend to offer micro chipping or other permanent identification to all stray dogs before being returned to owners or rehomed	
11	Detail business contingency arrangements you will have in place in the event of loss of resources	

12	<p>Please provide details of your staff resources with their qualifications / experience</p> <p>Have all staff handling dogs received relevant training? (Yes of No)</p> <p>Detail any going training available to the dog warden? (Staff collecting dogs must as a minimum have received basic dog handling and behaviour</p>	
13	<p>What arrangements will there be to cover periods of sickness and annual leave?</p> <p>Detail proposals for the delivery of the service particularly in dealing with peak demands on the services especially during the summer months?</p> <p>Please state if you intend to use any sub contractors for any part of the service.</p>	
14	<p>How will you project and uphold the good image of the Council in respect of staff uniforms?</p>	
15	<p>How will you project and uphold the good image of the Council in respect of your premises complying with licensing standards?</p>	
16	<p>How will you monitor the quality of work carried out by your operative/s?</p>	

14 – PAYMENT DETAILS

The Council's standard payment terms are 30 days from receipt of invoice.

Payment is by BACS.

It is the policy of the Council to make payments to all suppliers direct into their bank account using the Bankers Automated Clearing Systems (BACS). Please complete your bank and relevant company details below. If your sales are factored to an Agency, please enclose a copy of the authorisation to make payment directly to them. The bank details will then be those of the factor and not yours.

Bank Name _____ Account Name _____

Bank Address _____ Sort Code

_____ Account No.

_____ Postcode _____

No invoices will be accepted from any Contractor without an official written order from the Council and the order number in full being quoted on all invoices.

IMPORTANT - All invoices for [purchasing organisation] should be addressed to:
Tony Cawthorne
Environmental Health Team Leader
Oadby and Wigston Borough Council
Station Road, Wigston, Leicestershire LE18 2DR

All invoices must contain the originating PO Number

.....

Failure to do so may lead to a delay in payment.

15 - CONTRACT CONDITIONS OF ACCEPTANCE

Contract for Provision of Dog Warden and Dog Kennelling Service.

To OADBY AND WIGSTON BOROUGH COUNCIL

I/we the undersigned DO HEREBY UNDERTAKE to provide the Service upon and subject to the terms and conditions set out in such Conditions of Contract, Specification, and the pricing and rates contained in the pricing schedule and other documents as are contained or incorporated herein.

Signature
Duly authorised agent of the Supplier

Position held

Name and Address
of Supplier
.....
.....
.....

Dated

It must be clearly shown whether the Supplier is a Limited Company, Corporation, Partnership, or Single Individual, trading in his own or another name, and also if the person signing is not the actual tenderer, the capacity in which he signs or is employed.

16 – FURTHER INFORMATION IF REQUIRED

Name of person to whom any queries relating to this enquiry should be addressed

Tony Cawthorne

Telephone

0116 572670

Email

Tony.Cawthorne@oadby-wigston.gov.uk

Organisation Name

Oadby and Wigston Borough Council

Address

Council Offices
Station Road
Wigston
Leicestershire
LE18 2DR

APPENDIX 1: CONDITIONS OF CONTRACT

DATED

2019

OADBY AND WIGSTON BOROUGH COUNCIL (1)

and

[CONTRACTOR] (2)

**AGREEMENT FOR THE PROVISION OF DOG
WARDEN AND DOG KENNELING
SERVICES**

	the direction of the management and policies of the Contractor.
“Data Controller”	shall have the same meaning as set out in the Data Protection Act 2018.
“Data Processor”	shall have the same meaning as set out in the Data Protection Act 2018.
“Data Subject”	shall have the same meaning as set out in the Data Protection Act 2018.
“FOIA”	means the Freedom of Information Act 2000.
“Force Majeure Event”	means flood, storm, fire, war, terrorist act, riot, strike or other industrial action, other than the industrial action of the employees, sub-contractors or agents of the Contractor or sequestration.
“Good Industry Practice”	means the exercise of such degree of skill, diligence, care and foresight which would reasonably and ordinarily be expected from a skilled and experienced contractor engaged in the supply of services similar to the Services under the same or similar circumstances as those applicable to this Agreement.
“Information”	has the meaning given under section 84 Freedom of Information Act 2000.
“Intellectual Property Rights”	means all copyright, patents or patent rights, registered and unregistered design rights, trade marks, service marks and all other intellectual or industrial property rights wherever in the world enforceable.
“Law”	means all statutes, statutory instruments, regulations, byelaws, rules, judicial rulings and orders made under any statute, directive or by any competent legislative or judicial body in England and Wales.
“Personal Data”	shall have the same meaning as set out in the Data Protection Act 2018.
“Price”	means the price to be paid by the Council to the Contractor for the provision of the Services and as detailed in Schedule 3.
“Request for Information”	means a request for information or an apparent request under FOIA or the Environmental Information Regulations 2004.
“Schedules”	means any Schedule attached to and forming part of this Agreement.
“Services”	means the services to be provided by the Contractor to the Council.

“Working Days”

any day other than a Saturday, Sunday or public holiday in England and Wales.

- 1.2 Any reference to a person shall include any natural person, partnership, joint venture, body corporate, incorporated associations, government, governmental agency, persons having a joint or common interest, or any other legal or commercial entity or undertaking.
- 1.3 A reference to any statute, order, regulation or similar instrument shall be construed as a reference to the statute, order, regulation or instrument as amended by any subsequent statute, order, regulation or instrument or as contained in any subsequent re-enactment.
- 1.4 Words importing the singular should if the context requires have the plural meaning and vice versa.
- 1.5 Words importing the masculine include the feminine and neuter.
- 1.6 Headings are for ease of reference only and shall not affect the interpretation of this Agreement.
- 1.7 The words ‘include’, ‘includes’, ‘including’ are to be construed as if they were immediately followed by the words ‘but not limited to’.
- 1.8 In the event of any conflict between the clauses of this Agreement and its Schedules, the Council, acting reasonably, will determine precedence.

2. TERM

- 2.1 This Agreement shall commence on the Commencement Date and unless otherwise terminated in accordance with this Agreement shall continue for the Contract Period.
- 2.2 The Contract Period includes an option to extend and if the Council intends to take up that option, the Contractor shall be notified in writing no so later than three (3) months prior to the expiry of the un-extended Contract Period. If no notification is issued this Agreement shall automatically expire after the initial Contract Period. Where an extension is entered into, such extended period shall form part of the Contract Period, with the original Contract Period.

3. PRICE AND PAYMENT

- 3.1 In consideration of the Contractor’s proper performance of the Services, the Council shall pay the Price for the Services to the Contractor.
- 3.2 The Contractor shall submit a single VAT invoice to the Council monthly detailing the Services provided during that calendar month.
- 3.3 The Council shall pay any undisputed sums due to the Contractor under the invoice within thirty (30) days of receipt of the invoice.
- 3.4 The Council reserves the right to withhold payment of any part of the Price without payment of interest to the extent the Contractor has either failed to provide the Services at all or has provided the Services inadequately in the opinion of the Council. No payment shall be made in such circumstances unless or until the Services have been reinstated to the Council’s satisfaction.
- 3.5 Any overdue sums will bear interest from the final date for payment until payment is made at 3% above the base rate of the Bank of England from time to time. The Contractor is not entitled to suspend provision of the Services as a result of any overdue sums.

4. PERFORMANCE AND STANDARD OF SERVICES

- 4.1 The Contractor will provide the Services:
- 4.1.1 in a proper, skilful and workmanlike manner;
 - 4.1.2 by a sufficient number of appropriately qualified trained and experienced personnel with a high standard of skill, care and diligence;
 - 4.1.3 to the reasonable satisfaction of the Authorised Officer; and
 - 4.1.4 in accordance with Law and Good Industry Practice.
- 4.2 The Council shall have the right to observe, monitor and audit the Contractor's performance of the Services.
- 4.3 If the Contractor at any time becomes aware of any material matter which may affect the performance of the Services in accordance with this Agreement, the Contractor shall inform the Council immediately.
- 4.4 Without prejudice to the Council's rights to terminate in accordance with this Agreement, if any of the Services supplied are not in accordance with this Agreement, the Council shall be entitled to:
- 4.4.1 serve a default notice on the Contractor requiring them to provide replacement services in accordance with this Agreement as soon as reasonably practicable and in any event within the period set out in the notice; and/or
 - 4.4.2 require payment of the proportion of the Price which has been paid in respect of such Services together with payment of any additional expenditure over and above the Price reasonably incurred by the Council in obtaining replacement services.
- 4.5 In providing the Services, the Contractor shall be under a duty to the Council to secure demonstrable, measurable and continuous improvement (having regard to efficiency, economy and effectiveness) in the achievement of the delivery of the Services. The Contractor shall co-operate with the Council and others to the extent required so that the Council can keep under review the performance of the Contractor required under this Agreement.

5. CONTRACT MANAGER

- 5.1 The Contractor shall employ a competent and authorised Contract Manager to act on behalf of the Contractor for all purposes connected with this Agreement.
- 5.2 The Contractor shall immediately give written notice to the Council of any change regarding the Contract Manager.

6. CONTRACT MANAGEMENT

- 6.1 The Authorised Officer shall discuss any issues with the provision of the Services with the Contract Manager as soon as reasonably possible after they arise.
- 6.2 If the Authorised Officer is not satisfied the issue has been resolved, the Contract Manager shall meet with the Authorised Officer to discuss this within fourteen (14) Working Days and seek to determine a resolution to the issue.
- 6.3 If a satisfactory resolution cannot be agreed the provisions of Clause 10 shall be followed.

6.4 The Contractor shall provide monthly and quarterly reports as set out in Schedule 2.

7. STATUTORY REQUIREMENTS

7.1 The Contractor shall comply with all relevant legislation and regulations relevant to the provision of the Services.

7.2 The Contractor shall not unlawfully discriminate within the meaning and scope of any Law, enactment, order or regulation to discrimination (whether age, race, gender, religion, disability, sexual orientation or otherwise) in employment or provision of the Services.

7.3 The Contractor shall comply with all relevant legislation relating to its staff however employed including the compliance in law of the ability of staff to work in the United Kingdom.

7.4 This clause 7 shall be without prejudice to the generality of the Contractor's duty to perform the Services in accordance with Law.

8. INSURANCE

8.1 The Contractor shall maintain all insurances necessary in accordance with Law and Good Industry Practice and as set out in the Specification.

8.2 The Contractor shall, prior to the Commencement Date and on request, provide details of such insurances to the reasonable satisfaction of the Authorised Officer and ensure that all premiums relating to such insurances have been paid.

8.3 Neither party seeks to exclude or limit its liability for:

8.3.1 death or personal injury caused by its negligence (but will not be liable for death or personal injury caused by the other party's negligence);

8.3.2 fraudulent misrepresentation; or

8.3.3 any other matter in respect of which, as a matter of Law, liability cannot be excluded or limited.

8.4 The Contractor shall indemnify the Council in full and on demand in relation to any costs, claims, liabilities, damages or losses (including without limitation any losses or damages to the real or personal property of the Council or any third party and any third party claims in relation to Intellectual Property Rights or injury claimed by any third party and against all liabilities awarded against or incurred by the Council (including legal expenses)) which relate to or arise indirectly or directly from the performance or non-performance, negligence, defect, fault, default or omission of the Contractor in providing the Services and any termination of this Agreement arising from the default of the Contractor under clause 9.1.

8.5 The Council's liability under this contract in relation to any breach, default or arising under contract (including indemnity) tort or any other legal theory shall be limited, subject to clause 8.3, to the Price actually paid in the nine (9) months of this Agreement prior to the event giving rise to the liability.

9. TERMINATION

9.1 The parties agree that any of the following circumstances constitute a material breach of this Agreement and the Council may by notice in writing terminate this Agreement immediately as a consequence of such material breach:

- or
- 9.1.1 the Contractor is convicted of a criminal offence;
- or
- 9.1.2 the Contractor has committed a material breach of the obligations under this Agreement and such breach is incapable of remedy or has not been remedied within ten (10) working days of written notice from the Council;
- or
- 9.1.3 the Contractor is in breach of any of its obligations under this Agreement for more than twelve (12) weeks, whether the Council has served a default notice or otherwise;
- or
- 9.1.4 there is a Change of Control of the Contractor without the prior written consent of the Council;
- or
- 9.1.5 the Contractor becomes bankrupt, or makes a composition or arrangement with its creditors, or has a proposal for voluntary arrangement approved in accordance with the Insolvency Act 1986;
- or
- 9.1.6 the Contractor has an application made or notice of intention is given under the Insolvency Act 1986 to appoint an administrative receiver or administrator or an administrative receiver or administrator is appointed;
- or
- 9.1.7 the Contractor has a winding-up order made, or a resolution for voluntary winding-up passed (except for the purposes of amalgamation or reconstruction);
- or
- 9.1.8 the Contractor has a provisional liquidator, receiver or manager appointed;
- or
- 9.1.9 the Contractor has possession taken by or on behalf of the holders of any debentures secured by a floating charge, or property comprised in or subject to a floating charge;
- or
- 9.1.10 the Contractor ceases to carry on the whole of its business or threatens to cease the same or becomes unable to pay its debts within the meaning of Section 123 Insolvency Act 1986, or if the Council reasonably believes that any such events may occur;
- or
- 9.1.11 there is an actual risk or the Council reasonably believes that there is a risk that reputational damage to the Council will occur as a result of this Agreement continuing;
- or
- 9.1.12 the Contractor is unable to secure all necessary licences, documents or insurances required to lawfully provide the Services;
- or
- 9.1.13 where the Contractor commits more than one (1) minor breach of this Agreement, having an adverse effect on the Services, the Council may elect to treat such minor breaches cumulatively as a material breach;
- or

9.1.14 the Contractor fails to pay the Council any sums due to the Council within ninety (90) days of the date on which they fall due;

9.1.15 the Contractor commits a breach of clause 15 (Bribery and Corruption) of this Agreement; or

9.1.16 the Contractor is unable to secure all necessary licences and insurances required to lawfully provide the Services.

9.2 Either party may terminate this Agreement upon no less than six (6) month's written notice.

9.3 Neither party shall have the right to terminate this Agreement otherwise than in accordance with the express terms set out in this Agreement.

9.4 Any breach of this Agreement will be a material breach if it has an adverse effect on the performance of the Services.

10. DISPUTE RESOLUTION PROCEDURE

10.1 If a dispute arises between the Council and the Contractor in connection with this Agreement the parties shall use reasonable endeavours to resolve such dispute by means of a prompt discussion between the Authorised officer and Contract Manager.

10.2 If a dispute is not resolved within ten (10) Working Days of referral under clause 10.1 then either party may refer it to the Chief Executive or appropriate nominated officer of each party for resolution who shall meet for discussions within ten (10) Working Days or longer period as the parties may agree.

10.3 A dispute not resolved to the satisfaction of both parties in accordance with clauses 10.1 and 10.2 shall next be referred at the request of either party to a mediator appointed by agreement between the parties within ten (10) Working Days of one party requesting mediation with the costs of mediation determined by the mediator.

10.4 Nothing in this clause shall prevent either party from seeking from any Court of competent jurisdiction, an interim order restraining the other party from doing any act or compelling the other party to do any act.

10.5 The performance of this Agreement shall not be suspended, cease or be delayed by the reference of a dispute to mediation and the Contractor shall comply fully with its obligations under this Agreement at all times.

11. INTELLECTUAL PROPERTY

11.1 All Intellectual Property Rights provided to the Contractor by the Council shall remain the property of the Council, and/or prepared by or for the Contractor specifically for the use, or intended use, in relation to the performance of this Agreement shall belong to the Council.

12. CONFIDENTIALITY

12.1 Except to the extent set out in this clause or where disclosure is expressly permitted, each party shall:

and 12.1.1 treat the other party's Confidential Information as confidential;

12.1.2 not disclose the other party's Confidential Information to any other person without the owner's prior written consent.

- 12.2 Clause 12.1 shall not apply where:
- 12.2.1 such disclosure is a requirement of Law placed upon the party making the disclosure;
 - 12.2.2 such information was in the possession of the party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner;
 - 12.2.3 such information was obtained from a third party without obligations of confidentiality;
 - 12.2.4 such information was already in the public domain at the time of disclosure otherwise than by a breach of this Agreement; or
 - 12.2.5 it is independently developed without access to the other party's Confidential Information.
- 12.3 The Contractor shall not, and shall procure that the Contractor's staff do not, use any of the Council's Confidential Information received otherwise than for the purpose of providing the Services.

13. DATA PROTECTION ACT

- 13.1 With respect to the handling of any Personal Data in accordance with the Data Protection Act 2018 it is agreed by the parties that the Council is the Data Controller and that the Contractor is the Data Processor.
- 13.2 The Contractor shall:
- 13.2.1 process the Personal Data only in accordance with instructions from the Council;
 - 13.2.2 process the Personal Data only to the extent, and in such a manner, as is necessary for the priorities of the Services or as is required by Law;
 - 13.2.3 implement appropriate technical and organisational measures to protect the Personal Data against unauthorised or unlawful processing and against accidental loss, obstruction, damage, alteration or disclosure;
 - 13.2.4 take reasonable steps to ensure the reliability of any Contractor's staff who have access to the Personal Data;
 - 13.2.5 obtain prior written consent from the Council in order to transfer the Personal Data to any sub-contractors for the provision of the Services;
 - 13.2.6 ensure that all Contractor's staff required to access the Personal Data are informed of the confidential nature of the Personal Data and comply with the obligations set out in this clause 13;
 - 13.2.7 ensure that none of the Contractor's staff publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Council;
 - 13.2.8 notify the Council within five (5) Working Days if it receives:
 - 13.2.8.1 a request from a Data Subject to have access to that person's Personal Data;

or

- 13.2.8.2 a complaint or request relating to the Council's obligations under the Data Protection Act 2018.
- 13.2.9 provide the Council with full cooperation and assistance in relation to any complaint or request made, by:
 - 13.2.9.1 providing the Council with full details of the complaint or request;
 - 13.2.9.2 complying with data access request within the relevant timescales set out in the Data Protection Act 2018 and in accordance with the Council's instructions;
 - 13.2.9.3 providing the Council with any Personal Data it holds in relation to a Data Subject; and
 - 13.2.9.4 providing the Council with any information requested by the Council.
 - 13.2.10 not process Personal Data outside the European Economic Area without the prior written consent of the Council.
- 13.3 The Contractor shall comply at all times with the Data Protection Act 2018 and shall not perform its obligations under this Agreement in such a way as to cause the Council to breach any of its applicable obligations under the Data Protection Act 2018.

14. FREEDOM OF INFORMATION

- 14.1 The Contractor acknowledges that the Council is subject to the requirements of the FOIA and the Environmental Information Regulations 2004 and shall assist and cooperate with the Council to enable the Council to comply with its information disclosure obligations.
- 14.2 The Contractor shall:
 - 14.2.1 transfer to the Council all Requests for Information that it receives as soon as possible and in any event within two (2) Working Days of receiving a Request for Information;
 - 14.2.2 provide the Council with a copy of all information in its possession within two (2) Working Days of the Council's request;

and

 - 14.2.3 provide all necessary assistance as reasonably requested by the Council to enable the Council to respond to the Request for Information.
- 14.3 The Council shall be responsible for determining whether any Information is exempt from disclosure.
- 14.4 In no event shall the Contractor respond directly to a Request for Information.

15. BRIBERY AND CORRUPTION

- 15.1 The Council shall be entitled to terminate this Agreement for material breach pursuant to clause 9.1 and to recover from the Contractor the amount of any loss resulting from such termination if the Contractor:

15.1.1 offers or gives or agrees to give to any person any gift or consideration of any kind as an inducement or reward for doing, or forbearing to do, or for having done, or refrained from doing any action in relation to the obtaining of execution of this Agreement or any other agreement with the Council;

or

15.1.2 for showing, or forbearing to show, favour or disfavour to any person in relation to any person in relation to this Agreement or any other agreement with the Council or if any like acts shall have been done by any person employed by the Contractor, or acting on the Contractor's behalf (whether with or without the knowledge of the Contractor);

or

15.1.3 if in relation to any contract with the Council the Contractor, or any person employed by the Contractor or acting on the Contractor's behalf, shall have committed any offence under the Bribery Act 2010 or any amendment to it;

or

15.1.4 shall give any fee or reward the receipt of which is an offence under section 117 (2) of the Local Government Act 1972.

16. FORCE MAJEURE

16.1 Neither party shall be considered to be in default of this Agreement or liable to the other party by reason of any delay or failure in the performance of that party's obligations under this Agreement to the extent resulting directly from any Force Majeure Event.

16.2 If a Force Majeure Event continues for a period of more than 28 days from the date of its commence either party shall be entitled to terminate this Agreement immediately upon written notice to the other party without liability except for any rights or liabilities which have accrued up to the date of termination.

17. NOTICES

17.1 Any notice required by this Agreement to be given by either party to the other shall be in writing and shall be served personally, or by sending it by first class post or recorded delivery to the appropriate address, as set out at the start of this Agreement.

17.2 Any notice shall be deemed to be served:

17.2.1 on the day of delivery if served personally;

or

17.2.2 48 hours after posting if by first class post;

or

17.2.3 at the time of signature if by recorded delivery.

18. VARIATION

18.1 No variation to this Agreement shall be valid unless it is in writing and signed by the Council and the Contractor.

19. WAIVER

19.1 The failure by either party to enforce at any time any area or more of the provisions of this Agreement shall not be a waiver of them, or of the right at any time subsequently to enforce all or any of the provisions of this Agreement.

19.2 No waiver of any of the provisions of this Agreement shall be effective unless it is expressed to be a waiver in writing.

20. THIRD PARTY RIGHTS

20.1 This Agreement is enforceable by the original parties to it, by their successors in title and permitted assignees. Any rights of any person to enforce the terms of this Agreement under the Contracts (Rights of Third Parties) Act 1999 are excluded.

21. ASSIGNMENT

21.1 Subject to any express provision of this Agreement, the Contractor shall not without the prior written consent of the Council, assign all or any benefit, right or interest under this Agreement or sub-contract the supply of the Services.

21.2 The Council shall be entitled to transfer, assign or novate its rights and obligations where required by Law or as part of a reorganisation.

21.3 The Contractor shall remain responsible and liable for the acts and omissions of any sub-contractors, servant, agents or employees as though they were its own.

22. SEVERANCE

22.1 If any provision of this Agreement shall become or shall be declared by any Court of competent jurisdiction to be invalid or unenforceable in any way, such invalidity shall not impair or affect any other provision all of which shall remain in full force and effect.

23. NO AGENCY OR PARTNERSHIP

23.1 Nothing in this Agreement will be deemed to constitute a relationship between the parties of partnership, joint venture, principal and agent or employer and employee.

24. CO-OPERATION AND MONITORING

24.1 In providing the Services, the Contractor shall co-operate with the Council and comply with the Council's reasonable requests to enable it to monitor the performance of this Agreement or the provision of the Services or in carrying out any power or function or for such other purposes as the Council may reasonably determine from time to time.

25. LAW AND JURISDICTION

25.1 This Agreement shall be governed by the laws of England and shall be subject to the exclusive jurisdiction of the English Courts.

AS WITNESS the hands of the parties

SIGNED for and on behalf of the Council

Authorised signatory

SIGNED for and on behalf of the Contractor

Authorised signatory

SCHEDULE 1

Commencement Date:

1 April 2019 – 31 March 2022

Contract Period:

This Agreement shall run for an initial period of three (3) years and the Council shall be entitled to extend this Agreement for one (1) further year.

SCHEDULE 2

The Services

[Insert specification]

SCHEDULE 3

Pricing

[Insert winning bidder's Pricing Schedule]