

# Table of Contents – Specification

---

## 1. BACKGROUND TO SERVICE REQUIREMENTS

### 1.1 Introduction

1.1.1 The Port Phillip City Council (“the Council”) must provide an animal management service to fulfil the legislative requirements under the *Domestic (Feral and Nuisance) Animals Act 1994* (“the Act”). The requirements under the Act include registration of dogs, cats and domestic animal businesses; attendance to complaints; impounding and release or disposal of animals; and public education.

1.1.2 The Council currently has no animal pound facilities. As such all pound services, seized animals and afterhours animal collections are required to be contracted. During normal business hours, animals that are impounded are collected when required from the Council office by the Contractor.

1.1.3 Animal collections must be able to be made between 8am and 6pm Monday to Friday from St Kilda Town Hall or any other specified location within the municipal district. After hours service is for collection of contained animals or to assist in collection of animals at large in an emergency and this service is from 6pm until 8am Monday to Friday and 24 hours per day on weekends.

## 2. SCOPE OF SERVICE REQUIREMENTS

### 2.1 Outline of the required services

This contract is for the provision of a pound service, holding of seized animals and provision of an after hours animal collection service.

### 2.2 Constraints on the Provision of the Services.

Where services are required during a community festival day, Grand Prix, major sporting or cultural event it may be necessary to defer the service if access is unavailable.

### 3. SPECIFIC PROVISIONS AND REQUIREMENTS

#### 3.1 Outline of the required services

3.1.1 This Specification clearly outlines the specific standard level of the service required and extent of work to be carried out. The Tenderer must provide all of the following components of the Services:

#### SERVICES

SERVICE	DESCRIPTION	LEVEL OF SERVICE
1. 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 Tenderer.</p> <p>Provision of food and water and veterinary attention as required to any impounded animals.</p> <p>Provision of access to the public</p>	<p>The pound facility shall comply with the relevant Code of Practice.</p> <p>The Tenderer will collect animals from the Council at an agreed location within 2 hours of service request and transport them back to the pound facility.</p> <p>All animals that are impounded must be held according to the requirements of the Act.</p> <p>Notification to owners of impounded animals within 48 hours if identification available.</p> <p>Reasonable access to the public to reclaim animals 7 days per week. Any other conditions stated in 4.1.1 to 4.1.6.</p>
2. Dogs Seized as the result of a dog attack.	Providing secure holding facilities for seized dogs that are the subject of potential prosecution.	<p>No public access should be allowed to the area where the dog is housed.</p> <p>Any visitation to the dog must be strictly controlled as outlined in 4.1.7 to 4.1.10. Animals must only be released on written advice by the contract manager.</p>
3. Disposal of Animals	Disposal of any unclaimed animals that have been impounded.	<p>Except for the case of feral cats, animals must be held for a statutory period prior to be disposed.</p> <p>If animals remain unclaimed after the statutory period, then they may be disposed of by humane euthanasia or re-housing according to the relevant Code of Practice.</p> <p>Feral cats may be disposed of within 24 hours.</p>

4. Release of Animals	Release animals from the pound facility to the owner.	<p>Release must only occur as follows:</p> <p>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; AND</p> <ul style="list-style-type: none"> <li>• the release fee is paid; AND</li> <li>• if the animal is unregistered, the registration fee must be paid and the animal must be micro-chipped; AND</li> <li>• any other fees, costs associated with the animal are paid (such as veterinary fees, micro-chipping costs etc).</li> </ul>
5. Maintain records	Ensure that records in regard to animal related issues are maintained.	<p>Accurate and complete record keeping and reporting.</p> <p>Provision of accurate monthly reports on all provisions of the contract service to be delivered electronically to the animal management helpdesk by the following 10<sup>th</sup> day of the month.</p>
6. After Hours call out	The after hours response is to cover hours that are not worked by animal management staff. The after hours service operates from 6pm until 8am.	<p>Collection of contained animals.</p> <p>Collection of injured animals that are in a public place and are not in the care of their owner.</p> <p>Attendance within 2 hours and telephone response within 15 minutes.</p> <p>Collection of animal(s) at large as required if an animal is at large and causing a traffic hazard. This would be in consultation with the on duty animal management officer.</p> <p>Any other conditions stated in 4.1.1 to 4.1.6.</p>

#### POUND SERVICE / ANIMAL COLLECTION DATA

Service	Approximate current volume/year	Other information
Impound cats	202	28 reclaimed, others rehoused or euthanised
Impound dogs	186	136 reclaimed, others rehoused or euthanised
Animal collections (bus hours)	183	Approx 200 hours annually
Animal collections (a/hours)	74	Approx 78 hours annually
Non dog/cat impounds	49	
Euthanasia of dogs/cats	16 dogs, 71 cats	

Animal registrations for CoPP	71	
Animals vaccinated	80% approx	

(\* note values given are for past 12 months but are no guarantee for future use. Do not base proposal and tender price on these figures)

- 3.1.1 The Tenderer warrants to collect any impounded animals within two hours of notification, from St Kilda Town Hall or any other agreed location within the municipal district.
- 3.1.2 The Tenderer warrants to provide detailed monthly reports collating the above figures.
- 3.1.3 Any animals reclaimed must be reclaimed in accordance with the Act. Council may charge a release fee for animals and this is reviewed annually.
- 3.1.4 Impounded animals remain the property of the Council until reclaimed or completion of statutory period of holding. 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 disposed of according to the requirements of the Act.
- 3.1.5 If any animal requires veterinary attention while it is held at the pound, the Contractor should contact the Contract Manager, or the Animal Management Unit for authorisation.
- 3.1.6 All Contractor's staff performing the animal collection service (either during normal business hours or after hours) must be able to be authorised as an authorised officer under s72A of the Act and under s224 of the *Local Government Act* 1989, which means they must either have 5 years experience in animal control or a Certificate IV Animal Control and Regulation (or equivalent).

## SEIZED ANIMALS

Service	Approximate current volume of dogs per year/accumulative total in days	Other info
Holding seized animals in secure facility	7 animals / 1056 days	Time varies depending on court process

- 3.1.7 The Contractor shall provide a secure housing facility, with no public access.
- 3.1.8 The Contract Manager shall organize an induction session for all contract staff that deal with seized animals, to ensure they are aware of their legal responsibilities relating to the seized dogs.
- 3.1.9 Any visitation by animal owners is at the discretion of Contract Manager, at times that are suitable to the Contractor. Any visitation must be supervised at all times, in an exercise yard or similar, away from the area where the dog is housed. At no time is a visitor to be told or taken to where the dog is normally housed.
- 3.1.10 The Contractor or any staff employed by the Contractor must not engage in any conversation with potential defendants or defendants about their seized animal or pending court cases. Any conversation must be reported to the Contract Manager immediately.
- 3.1.11 Lost time attributable to factors outside the Contractor's control, eg vandalism, power failures, etc are to be reported to the Contract Manager. Evidence of vandalism may be required to be substantiated to the Contract Manager.

## 4. GENERAL PROVISIONS AND REQUIREMENTS

### 4.1 Quality Plan

The Contractor must, within three (3) months of the Commencement Date of the Contract, 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; and
- 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 Customer Service**

### **4.2.1 General**

The Contractor shall be familiar with Council's customer service policies and operate within their guidelines. The Contractor will comply with all relevant privacy and confidentiality legislation and policies that the Council is governed by.

### **4.2.2 Service Expectations**

When a request/complaint is received, a response is required directly to the Contract Manager or Council representative within 24 hours to provide information regarding timing or inspection of works. In the event of weekends or public holidays, this should occur on the next working day.

When a request for service or attendance is made of the Contractor, it shall be actioned within two hours.

### **4.2.3 Response to Council**

The Contractor shall be contactable by Council twenty-four (24) hours per day, seven (7) days per week.

A contact number shall be made available to relevant Council officers 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.

### **4.2.4 Monitoring of Complaints**

Evaluations of complaints will include the seriousness of the issue in relation to the quality of service and the ability to deliver in accordance with the agreed service levels. Evaluation shall also take into account the impact on the Council in terms of potential liability and reputation, the speed of response and the action taken to resolve the complaint.

### **4.2.5 Response service**

The Contractor shall respond to any requirement to make safe, repair or rectify any condition it is required to attend to under the Contract by notice from the Contract Manager or by its own inspections or observations.

## **4.3 Risk Management Plan**

- 4.3.1 Tenderers are to supply a preliminary risk assessment and propose tactics to ensure service delivery is maintained with their tender submissions.

4.3.2 The Contractor shall within three (3) months of the commencement date of the contract prepare a Risk Management Plan for the approval of the Contract Manager.

4.3.3 The Risk Management Plan shall address the Risk Management Process as specified in AS / NZS 4360 including, but not limited to identifying possible risk areas, identify what stakeholders are likely to be affected, assess the possible consequences of the risks and how these risks can be negated.

4.3.4 Implementation

The Risk Management Plan must be in fully operational within four (4) weeks of approval by the Contract Manager.

Failure to implement an approved Risk Management Plan 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**).

Refer to Clause 8 - Occupational Health and Safety, for detailed requirements.

#### **4.5 Data to be provided**

The Contractor must, on an on-going basis to 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; and
- e) to keep Council's information systems up to date.

The data is to be provided in a format and to a standard of presentation approved by the Contract Manager. The data includes the following, but may be subject to change:

DATA	
Cats	No of cats impounded/month No of cats re-housed/month No of cats euthanased/month 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
Dogs	No of dogs impounded/month No of dogs re-housed/month No of dogs euthanased/month 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
Call outs	No of call outs/month (business hours) – including name of referral, list of animals collected and time/date collected No of call outs/month (after hours) – including referral person, list of animals collected and time/date collected.
Seized animals	No of seized animals held, including total days held.

#### **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. The Contractor's Representative is to be available at all times to discuss or inspect work with the Contract Manager.

#### **4.7 Contractors Staff and Sub-Contractors**

The Contractor, Contractor's staff and Sub contractors shall at all times represent the Council in a proper manner. All contact with the public must be courteous and co-operative.

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.

#### **4.8 Facilities, Vehicles and Equipment**

The Contractor is to provide, operate and maintain the facilities, vehicles and equipment necessary for the proper performance of the required services.

## **5. PERFORMANCE LEVELS AND MONITORING**

### **5.1 General methods by which Contractor's performance will be monitored**

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.

The general methods to be employed by Council will include the following:

- a) regular review meetings between the Contract Manager and Tenderer 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 KPIs
- b) random operational auditing;
- c) regular audits of components of the Quality Plan;
- d) inspection by the contract manager of sites, procedures and activities, and measurement and documentation of the standards achieved;
- e) joint inspections of sites, procedures and activities by the Contractor and the Contract Manager, and measurement and documentation of standards achieved; and
- f) monthly review of the requirements of the Contractor's Health and Safety Plan

### **5.2 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 Key Performance Indicators (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 following categories:

	<b>KPIs</b>	<b>Unit of Measure</b>	<b>Target</b>
1.	Performance	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
2.	Reporting	Reporting on time as agreed <ul style="list-style-type: none"> <li>• monthly</li> <li>• quarterly</li> <li>• annually</li> <li>• integrity of data</li> <li>• ability to keep Council's Database up to date.</li> </ul>	100% compliance