Annex A – Specification for the Provision of Dog Kennelling

Introduction
Local authority’s duties are to collect and detain stray dogs, return seized dogs to their owners, keep a register of stray dogs and retain the dogs for a period of 7 clear days after which they cease to be the Council’s responsibility and can be re-homed.

The Forest of Dean District Council do not have any kennels of their own which can be used for the kennelling of stray dogs and so requires a ‘contractor’ to fulfil its statutory duty with regard stray dogs.

The contractor will be expected to work with the Council throughout the period where the dogs are under ‘Council care’ as well as work with other identified stakeholders.

You are invited to quote for the provision of kennelling for stray dogs. The full specification for this service is detailed in Annex A.

Any successful contractor (award may be made to more than one Contractor to cover the whole district) will be expected to meet this specification throughout the life of the contract

An award of contract will be made on the following criteria;

- Cost quoted per night (50%)
- Meeting the specification (to include processes and record keeping) (40%)
- Value added (such as opening hours above the minimum required) (10%)

The period of contract will be for 24 months (2 years) with an option to extend the contract for a further 24 months (2 years).

The nightly rate will be fixed for the 2-year initial contract period but reviewed should any extension to the contract be agreed.

How to apply

Please complete the quotation schedule in Annex B and return no later than Friday 3rd May 2019. Quotations received after this time will not be considered.

If posting please mark the envelope ‘KENNELLING FACILITIES QUOTATION – DO NOT OPEN’ in bold script. No markings or means of identification shall be on the outside of the envelope and Marked for the attention of the STREET WARDEN TEAM LEADER by midday on Friday 3rd May to the address below:

Street Warden Service
Forest of Dean District Council
High Street
Coleford
Glos
GL16 8HG

You can also email your quotation to community.engagement@fdean.gov.uk. Ensure that the email contains ‘KENNELLING FACILITIES QUOTATION’ in the subject title. An
acknowledgement email will be sent by return. If you do not receive this within 48 hours of submission then please contact a member of the Street Warden Team on 01594 812617.

Please note throughout the bidding window clarification questions can sent via email. All questions and answers will be posted on the website.

### Definitions

<table>
<thead>
<tr>
<th>The Council</th>
<th>Forest of Dean District Council/Publica</th>
</tr>
</thead>
<tbody>
<tr>
<td>Stray Dog</td>
<td>Any dog found in a public space or in any private place in which it should not be, which appears to be without its owner or not under control of its owner or any person representing them <em>(taken from the National Dog Warden Association)</em></td>
</tr>
<tr>
<td>Seized Dog</td>
<td>A stray dog which has been picked up by a Street Warden</td>
</tr>
<tr>
<td>Restricted Stray Dog</td>
<td>A stray which has been found and held by the finder <em>(member of public)</em></td>
</tr>
<tr>
<td>Dangerous Dog</td>
<td>A dog which could be classes as a section 1 dog under the Dangerous Dogs Act 1991</td>
</tr>
<tr>
<td>Duty of Care under the Animal Welfare Act 2006</td>
<td>Prior to the Animal Welfare Act 2006, people only had a duty to ensure that the animal didn’t suffer unnecessarily. The Act keeps this duty but also imposes a broader duty of care on anyone responsible for an animal to take reasonable steps to ensure that the animal’s needs are met. This means that a person has to look after the animal’s welfare as well as ensure that it does not suffer. The Act says that an animal’s welfare needs include;</td>
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<tr>
<td></td>
<td>• A suitable environment <em>(how its housed)</em></td>
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<td></td>
<td>• A suitable diet <em>(what it eats and drinks)</em></td>
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<td></td>
<td>• The ability to exhibit normal behaviour patterns</td>
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<tr>
<td></td>
<td>• Any need it has to be housed with, or apart from other animals and</td>
</tr>
<tr>
<td></td>
<td>• Protection from pain, suffering injury and disease.</td>
</tr>
<tr>
<td>Licensed kennels</td>
<td>Kennels licensed by the Local Authority under the Animal Welfare (licensing of activities involving animals) (England) Regs 2018</td>
</tr>
<tr>
<td>Authorised Officer</td>
<td>An authorised representative of the Council that has day to day management of this Agreement.</td>
</tr>
<tr>
<td>Contract Manager</td>
<td>An authorised representative of the Contractor that has day to day management of this Agreement</td>
</tr>
<tr>
<td>Working Days</td>
<td>Any day other than a Saturday, Sunday or public holiday in England and Wales</td>
</tr>
</tbody>
</table>

### The Services

**CONTRACTOR’S OBLIGATIONS**

1.1 Any Stray Dog that is seized by the Council between 9am and 5pm Monday – Friday *(“Working Hours”) excluding bank holidays and public holidays will be delivered to the Contractor and detained in Kennels for a maximum statutory period of 7 clear days or until such time as the owner comes forward to claim the dog. Additional days up to a maximum of 14 will be paid only after authorisation by the Council’s appointed Authorised Officer. 

1.2 Any Stray Dog that is seized by a police officer or a member of the general public during outside of Council Working Hours *(“Out of Hours”) will be delivered to the Contractor
during the contractors advertised opening hours and detained in Kennels for the maximum period of 7 clear days or until such time as the owner comes forward to claim the dog.

1.3 The Contractor shall be responsible for keeping stray dogs in licensed and secure kennels for the statutory 7 day period and shall be responsible for the dog’s welfare until it is claimed or otherwise disposed of.

1.4 Owners of lost dogs may collect their animal directly from the kennels during the advertised kennel opening hours and only after paying all fees incurred. Owners will need to provide proof of ownership to the Contractor before the release of the animal.

1.5 If any Stray Dog detained at the Premises is considered by the Contractor to be unsuitable for rehoming, the Contractor will notify the Council in writing/Email/phone within a period of 7 days from the date on which the dog was delivered/received.

1.6 The Contractor will scan all stray dogs for microchips and have access to the ‘Petlog’ database or an agreed alternative. If the owner is identified, the Contractor will actively attempt/assist to make contact with the registered keeper and arrange for the owner to collect the dog. A copy of the written procedure will be made available to the Council if so requested.

1.7 After a Stray Dog has been detained at the Premises for the statutory 7 clear day period, legal ownership of the dog transfers to the Council who will arrange for appropriate rehoming to a registered re-homing service or Animal Rescue Centre. Legal ownership of the animal then transfers to the appointed re-homing service who may dispose of the animal as per their own guidelines and procedures. Once transfer of ownership takes place, the former owner of a stray dog has no legal claim for the return of the animal. Every effort is made by the Council to ensure that the welfare of the dog is paramount at all times and that a future home for the animal meets all animal welfare guidelines. Dogs should only be euthanised on medical or behavioural grounds.

1.8 Under no circumstances shall the Contractor, Council or appointed onward re-homing service dispose of a Stray Dog to a person or establishment for the purpose of the dog being used in connection with vivisection

1.9 The Contractor shall not accept dogs from any owner wishing to dispose of their pet other than at the Contractor’s own expense and risk and at no time shall any acceptance of such dog be considered part of the Contractor’s obligations or form any part of this Agreement.
1.10 The Contractor shall be responsible for collecting any charges due from the owner if a stray dog is claimed and reimburse the Council with these. These charges will include a statutory charge of £30 plus an administration charge as set by the Council and as specified in the current fees and charges, kennelling per day, veterinary charges where incurred plus VAT as appropriate.

1.11 The Contractor shall allow the Council or any person authorised by the Council to inspect the Premises and the dogs detained at the premises at any time during working hours.

1.12 The Contractor shall provide the Council with both a landline telephone number and a mobile telephone number so as to allow direct contact between the Council and the Contractor during working hours and out of hours.

1.13 The Contractor will ensure that the Premises are well lit during advertised hours of opening so as to ensure the safety of all persons delivering or collecting Stray Dogs to and from the Premises.

1.14 The Contractor will ensure that a clear sign indicating the location of the premises is situated at the entrance of the premises.

1.15 The Contractor shall provide Kennels to accommodate all Stray Dogs delivered to the Premises and the Kennels shall comply with the standard condition for licensing adopted by the Forest of Dean District Council.

Animal Care

1.16 All dogs kept at the Premises must be supervised regularly to ensure their welfare and every effort must be taken to ensure that the 5 welfare needs, as defined under section 9 of the Animal Welfare Act 2006, are met.

1.17 The Contractor shall take all reasonable precautions to prevent the spread of contagious or infectious diseases.

1.18 Whenever dogs are kept at the Premises the Contractor shall keep at least one competent person in attendance.

1.19 If the owner of the dog cannot be identified during the 7 day kennelling period and the Council or the Contractor are of the opinion (in consultation with a veterinary practice) that the
dog should be destroyed in order to avoid suffering, arrangements should be made to humanely destroy the dog. These costs will be borne by the Council if within the 7 day statutory period.

1.20 Where any Stray Dog detained at the Premises is found to be in need of medical treatment the Contractor shall seek authority from the Council before incurring any medical fee. Where any Stray Dog is brought to the Premises during Council out of hours and that in the opinion of the Contractor the stray dog is in need of medical treatment before authorisation can be sought from the Council, then the Contractor may at its own discretion

(i) arrange for the Stray Dog to be examined by a Veterinary Surgeon and to receive any such medical treatment as is needed urgently and subject to a maximum Medical Fee of £100.00 or

(ii) arrange for the stray dog to be destroyed on veterinary advice incurring a maximum destruction fee of £75.00

Dangerous Dogs

1.21 Where it appears to an officer/contractor that a dog collected as a stray is a banned breed (pit bull type as an example) and the dog is aggressive, the police should be contacted on 101 at the earliest opportunity.

1.22 Where it appears that the dog may be of a banned breed but is of a nice temperament, the dog should be returned to the owner upon receipt of payment of fees as usual. The police will be made aware of the animal and owner.

1.23 If a Stray Dog appears to be of a banned breed (of type) and of good nature but has not been claimed/unable to contact registered keeper, during the 7 day period, then contact must be made with the Police ‘Dog Legislation Officer’ (DLO) to verify and certify its breed and this suitability for re-homing.

Staff Issues

1.24 The Contractor will appoint staff with requisite experience and qualifications to enable it to perform a high standard in its duties pursuant to this Agreement. Staff all times must treat people with respect and courtesy and portray a professional image and not to do anything to damage the Council’s reputation. The Contractor will be representing the Council in undertaking the functions of this Agreement.
Administrative records

1.25 The Contractor shall maintain a record of all Stray Dogs detained and the records shall include the following information:

(i) A brief description of each Stray Dog including its breed (if known) and any distinctive

(ii) physical characteristics markings tattoos or scars

(iii) Any information which is recorded on a tag or collar worn by or which is otherwise carried by the Stray Dog

(iv) The microchip number

(v) The date, time and place of the seizure as well as the date which the Stray Dog was delivered to the Premises and by whom including the address/contact details if brought in by a member of the general public

(vi) Where a dog was returned to the person claiming to be its owner the name and address of that person and the date of the return as well as proof of ownership of the dog.

(vii) Such other reasonable information as the Council may from time to time require

1.26 The Contractor shall on a daily basis provide the Council with details of any Stray Dogs brought to the Premises including a description as defined above and any Stray Dogs returned to their owner on the previous day

1.27 The Contractor shall maintain financial records in the manner to be approved by the Council in writing including details of any sums paid by an owner reclaiming his dog, the statutory and administration fee, the length of time the dog was detained at the Premises and any medical fee incurred by the Contractor in treating a sick dog

1.28 The Contractor shall submit monthly invoices on the last day of each calendar month requesting monies from the Council in respect of payments due to the Contractor for unclaimed stray dogs.

1.29 The Contractor shall pay, upon invoice, all collected statutory and administration fees collected by virtue of the above to the Council within the Councils specified payments due date.

1.30 The Contractor shall upon receipt of written notice provide the Council with access to all records kept in relation to the Agreement at all reasonable times
Indemnity

1.31 The Contractor will indemnify and keep indemnified the Council from and against any and all loss damage or liability whether criminal or civil suffered and legal fees and costs incurred by the Council resulting from a breach of this Agreement by the Contractor including:
   (i) any act neglect omission or default of the Contractor’s employees or agents
   (ii) breaches in respect of any matter arising from the supply of the Services resulting in any successful claim by any third party

Freedom of information

1.32 The Contractor acknowledges that the Council is subject to the requirements of the Freedom of Information Act 2000 and shall assist and cooperate with the Council to enable the Council to comply with any information disclosure requests

1.33 The Contractor will transfer any requests for information to the Council as soon as practicable after receipt and in any event within 2 working days and shall provide all necessary assistance as reasonably requested by the Council to enable the Council to respond to the request

1.34 The Council shall be responsible for determining at its absolute discretion whether the information shall be released

1.35 In no event shall the Contractor respond directly to a request for information.

2. COUNCIL’S OBLIGATIONS

2.1 The Authorised Officer responsible for the contract will be available during ‘office working hours’ to discuss any issues with the Contractor.

2.2 The Council will provide an Out of Hours telephone service to the police and to the general public so as to enable them to raise awareness of the Council kennelling provision and procedure for stray dogs.

2.3 The Council will advertise the kennelling facilities to members of the general public through the Council’s website pages and any other such advertisement as is deemed necessary by the Council

2.4 The Council will use its own social media (Facebook, twitter) to advertise seized dogs in an attempt to re-unite stray dogs with its owner.
2.5 Upon the Council receiving written notice that the Contractor considers a Stray dog to be unsuitable for rehoming and after the expiry of a minimum period of seven clear days after the dog was brought to the Premises the Council will arrange for the dog to be destroyed at the Council’s expense.

2.6 Monitoring may be carried out by way of random ‘spot checks’, questionnaires to stray dog owners and to members of the public restraining strays to determine that a satisfactory and consistent level of service is maintained.

2.7 Although the Council does not have to expect to do so, it reserves the right to change the requirements contained in this specification upon giving 1 months’ notice in writing to the Contractor. Any change which results in any increased cost to the Contractor will be subject to negotiation and agreement.

2.8 On receipt of a VAT invoice, the Council will make payment within 30 days for incurred costs to include payment of:

(i) The Daily Rate in respect of each Stray Dog detained at the Premises multiplied by the number of days to a maximum of seven days inclusive (unless authorisation has been granted to the Council’s Appointed Officer to extend stay up to 14 days)

(ii) Any Medical Fee incurred by the Contractor and as authorised by the Council’s Appointed Officer should the owner of the dog not be found/come forward.

(iii) Any Destruction Fee incurred and authorised by the Council’s Appointed Officer and on veterinary advice, within a period of 7 clear days from the date on which a Stray Dog was taken to the Premises.

3. ADMINISTRATIVE BOUNDARIES

3.1 Where a dog is found in a neighbouring authority and the finder brings the dog to the Forest of Dean district boundaries, it will be the responsibility of the neighbouring authority to collect the dog. Likewise, if a dog is found in the Forest of Dean district boundaries but is taken to a neighbouring authority it will be the responsibility of the Forest of Dean District Council to collect the dog.