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1. **Introduction**

North West Leicestershire District Council is one of 7 District Councils in the rural county of Leicestershire. We believe in putting our communities and customers at the heart of what we do. We prioritise work that makes the biggest difference to people’s lives. We want North West Leicestershire to be a safe and healthy place that is well connected and great for growing families. Our plans and priorities are underpinned by a balanced budget, a constant focus on value for money, local income generation and a prudent approach to future challenges.

1. **Scope**

North West Leicestershire District Council environmental health team is seeking to contract with a supplier that has the knowledge and expertise to deliver a comprehensive integrated Dog Warden and Dog Kennelling service for the collection of stray dogs, the temporary kennelling and subsequent return to their owners, or rehoming as required.

The contract is for a period from 31st August 2022 to 30th August 2027 with no option to extend. The service is to operate daily and at set times of the day and evening, during the working week and at week-ends.

The Dog Warden Service shall undertake the collection of stray dogs within the District of North West Leicestershire area and take dogs collected to a designated kenneling facility.

The Dog Kennelling Service shall undertake to receive and kennel dogs collected on behalf of the North West Leicestershire District Council from within the Council’s area.

The aim is to work with Contractor who can provide an integrated service and are also capable of improving and developing the service over the contract period.

1. **Requirements**

Dog Warden Service

The Contractor will provide a comprehensive Dog Warden service undertaking the requirements of this specification, to provide cover for peaks in service demand, holidays and unplanned leave at request of the Council.

The service will be available during the following times:

* Week-day ‘office’ hours: 09:00 hrs to 17:00 hrs
* Week-day ‘out of office’ hours: 17:00 hrs to 21:00 hrs
* Weekends – 09:00 hrs to 21:00

The contractor will respond to service requests for the door-step collection of stray dogs and transport them to a designated kennel facility. The Contractor will provide suitably modified vehicles for the transportation of dogs of any size.

Dogs collected will be checked for owner identification (noting collar identification and electronic chip information obtained by scanning). This information will be reported to the council and will be cross referenced against dogs reported as lost.

The Contractor will only collect a stray dog if the dog is retained by a member of the public or the Police Authority. Service requests for dangerous dogs will be reported to the Police Authority for enforcement in accordance with the legislative provisions, and agreed memorandum of understanding.

No investigation of stray roaming dogs by the Dog Warden service shall be required during the contracting period.

The 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.

The Contractor shall record all requests for service and provide the Council with a mechanism for access to this information by electronic means.

The 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).

Dog Kennelling Service

The 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 for the first 7 days of kennelling, however authorisation from the Council must be obtained prior to any treatment being undertaken where a single treatment cost exceeds £100.

The Contractor shall ensure that a service procedure is in place for the return of dogs to their owner, as a minimum, between:

* 09:00 hrs and 17:00 hrs Monday to Friday, and
* 09:00 hrs and 13:00 hrs on a Saturday, and
* 09:00 hrs and 13:00 hrs on a Sunday

The Contractor shall monitor and maintain records of the behaviour of all dogs collected. Behaviour patterns will be used to assess the suitability of a dog for re-homing. The behaviour of all dogs, and in particular any changes must be recorded daily. Where the contractor has concerns about a dog’s behaviour they must pass on these concerns (in written form) to any recipient for example, when the dog is returned to the owner or transferred to another organisation.

The Contractor shall accept and kennel any dog which has been surrendered by the owner (disclaimer dogs). There is a fee to be paid by the dog owner. In the event that the contractor believes that the person reporting to have found a dog straying is the dog owner, this should be reported to the council.

The 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. Any payment plan (instalments) must be discussed and agreed by the Council. The Contractor shall be responsible for the collection of any statutory fees and administration fees determined by the Council. The Contractor shall pay to the Council one month in arrears the sum of the Council fees collected, **deducted from the Contractor(s) monthly invoice**.

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

The Dog Warden and Dog Kennelling worksheets, timesheets and monthly analysis forms shall be provided by the Contractor to the Council in a format set by the Council.

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

1. **Service Demand**

Service demand does fluctuate from month to month. However, as an indication the annual service demand could range from 25 to 50 stray dogs to be collected and processed (kennelled, rehomed, transferred etc.)

1. **Standards**

Dog kennelling facilities shall comply with the standards specified by the relevant licensing conditions under the Animal Welfare (Licensing of Activities involving Animals) Regulations 2018. The designated kennels shall be licensed for the period of the contract.

The Contractor will provide a service which also complies with the Council’s statutory responsibilities under the following provisions during the Contract period:-

* The Environmental Protection Act 1990
* The Dogs Act 1897
* The Dangerous Dogs Act 1991
* The Breeding of Dogs Act 1991
* The Dogs Act 1906 (as amended)
* The Dogs (Fouling of Land) Act 1996
* Section 27 of the Road Traffic Act 1988
* *Clean Neighbourhood and Environment Act 2005*
* Local byelaws relating to Dog Fouling and all other legislation byelaws, regulations or orders relating to dogs which is implemented throughout the contract term for which the contractor must make due provision.

The Contractor(s) shall also have:-

* At least 5 years’ 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.

1. **Management information**

The Dog Warden and Dog Kennelling Contractor(s) shall provide a written monthly report of tasks, which have been carried out in performing the services.

The content of the report shall include:

* Names of Contractor(s) 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 services provided.
* Details of investigations performed following instructions by the Council.
* Details of incidents likely to result in prosecution proceedings.
* Any other information considered relevant.

The monthly report must detail the final disposal of all stray dogs seized or collected including

the:

* Total number returned to their owner;
* Total number re-homed;
* Total number remaining in kennels;
* Total number transferred to another kennelling facility;
* Total number destroyed.

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.

Non-compliance with the provisions of this specification 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.

1. **Performance Requirements (KPI)**

The Dog Warden Contractor(s) shall respond to any report by the Council in respect of a stray dog within the following timescales:

* Week-day ‘office’ hours: 09:00 hrs to 17:00 hrs – within 2 hours (to cover planned and unplanned staff absence and peaks in service demand)
* Week-day ‘out of office’ hours: 17:00 hrs to 21:00 hrs – within 2 hours
* Week-ends: 09:00 hrs to 21:00 hrs – within 90 minutes (emergency situations only)

1. **Contract Management**

Contractor responsibilities

The contractor will provide a designated Client Manager who will be responsible for ensuring that the services provided meets the requirements of the specification.

The Client Manager is to make themselves available to meet with the Contract Manager formally on a regular basis to discuss issues in relation to the successful running of the contract as deemed appropriate by either party.

To forward any particular concerns, written or verbal, back to the Contract Manager without any undue delay.

To provide the necessary management information as specified and without any undue delay

The Contractor shall self-monitor their performance in line with the KPI indicators and report any non-compliance within the monthly report

Client’s Responsibilities

The Council will provide a designated Contract Manager who will be responsible in ensuring that the contractor delivers the service, meeting the requirements of the specification

To monitor the contractor’s performance and to review the quality of the service being undertaken against the specification. **This may include unannounced visits to check the procedures are being followed.**

To forward any particular concerns, written or verbal, back to the Client Manager without any undue delay.

To provide the necessary management information for the contractors as specified without any undue delay.

To agree and implement such changes to the contract as deemed necessary in line with contract procedures

In relation to any performance issues and formal proceedings that they are addressed in accordance with the process stated in the terms and conditions\special terms and conditions\specification

1. **Contract Meetings**

The Contractor and the Council Contract Manager shall hold contractual meetings on a regular basis to review the performance and effectiveness of the Services; the frequency of the meetings is to be mutually agreed and minutes\action points recorded.

1. **Pricing**

Pricing for the contract will be submitted on the pricing schedule. All prices submitted will be exclusive of Value Added Tax and all prices are to be fixed for 12 Months. T[he Price](https://www.lawinsider.com/clause/annual-price-adjustments) may be adjusted upward or downward on each anniversary of the Commencement Date by an amount that is mutually agreed upon by Supplier and Customer and that is reflective of then current market conditions. All requests for adjustments for subsequent financial years (1st April to 31st March) shall be made in writing to the council and will be limited to the application of the change to the Consumer Price Index. The change to be applied to the Rates shall be calculated on the basis of the increase/decrease between the index for September (as published in October) of the previous calendar year, and the base index with such difference being expressed as a percentage of the base index

**Payments and Invoicing**

The Contractor shall invoice the Council on a monthly basis one month in arrears in with any statutory and administration fees collected by the Contractor deducted from the invoice.

The Councils standard payment terms are 30 days from date of invoice. The Supplier will be paid upon receipt of an invoice, accompanied by a full breakdown of charges relating to the Goods and Services provided, and will be paid retrospectively for the contracted work.

No invoices will be accepted from any Supplier without an official Purchase Order from the Council with the order number in full being quoted on all invoices. Hard copy or electronic copy invoices should be submitted: All payments will be made by BACS.

Invoices should be submitted by email to:

[Exchequer@nwleicestershire.gov.uk](mailto:Exchequer@nwleicestershire.gov.uk)

Or send by post to:

Accounts Payable

North West Leicestershire District Council

Council Offices

Whitwick Road

Coalville

LE67 3FJ

Suppliers will also be required to quote the following information on their invoice

Contract ref

Purchase order

Organisation name

Organisation address

Amount

Vat

Total

Vat registration number.