



**Township of Elizabethtown-Kitley**  
6544 New Dublin Road  
RR #2 Addison, ON  
K0E 1A0  
(613) 345-7480

## **CORPORATION OF THE TOWNSHIP OF ELIZABETHTOWN-KITLEY**

### **RFP 01-2024**

### **Request for Proposal (RFP) for BY-LAW ENFORCEMENT SERVICES**

Proposals clearly marked  
**"ELIZABETHTOWN-KITLEY BY-LAW ENFORCEMENT SERVICES"**  
will be received by the Township until **August 30, 2024**, at 4:00 pm

Proposals will be accepted via email or hard copy, delivered to the  
Township Office at 6544 New Dublin Road, Addison ON.

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## Information to Proponents

### Background & Scope of Project

Since 2008, the Township has contracted a third-party to provide by-law enforcement services. During this timeframe, the Township has maintained oversight of the portfolio (recipients of the initial complaints, assessing next steps, coordinating inspections, notices of violations and orders with third-party and responsibility for administration and record keeping). Over the years, the Township staff contact with this portfolio has also transitioned amongst the team, resulting in confusion and inconsistency with limited attention focused on the importance of the role.

The public expectation for municipal support and enforcement of by-laws has substantially increased over the years, particularly since the pandemic. Upon enacting by-laws, the Township has an obligation to ensure that all citizens are held to the same standards, and we must demonstrate that we take our public enforcement role seriously and avoid future problems through proactive enforcement, lest a situation worsen over time.

Priority Three of the 2023 - 2026 Strategic Plan speaks to the Township's focus on process improvements to increase effectiveness and efficiency. Since adoption of the Plan, staff have been working diligently to review services to develop sustainable and customer friendly services. **Process and service initiative five is a mandate to review and enhance by-law enforcement services.**

With the by-law enforcement services contract and Township procedures not having been reviewed for sixteen years, combined with the new Strategic Plan, and greater expectation by the public for prompt enforcements service, Council supported the staff recommendation that focused efforts be applied to enhance this service.

This will ensure that the Township is not only working with current documents but will reduce the possibility of risk and liability. In addition, the Township intends to update many of its by-laws and transition to utilizing the Administrative Monetary Penalties System (AMPS) as an enforcement measure.

As such, the Township of Elizabethtown-Kitley is seeking a qualified By-law Enforcement Officer to enforce the by-laws set forth by the Council. The purpose of this Request for Proposal is to secure the services of a **qualified firm or individual in areas**, which the Township may retain to perform the following duties:

- Act as the primary point of contact for the provision of by-law enforcement services within the Township.
  - Key by-laws requiring enforcement, include but are not limited to:
    - Building
    - Discharge of Guns or Firearms
    - Fire
    - Illegal Dumping & Littering
    - Kennels

- Official Plan & Zoning By-law (compliance, mobile homes, etc.)
- Parking
- Public Events & Festivals
- Regulation, Control, Protection & Identification of Dogs
- Safe Properties
- Swimming Pools
- Use of ATV & ORV on Municipal Highways

Note: This list of by-laws is not exhaustive, and the contractor will be required to enforce additional by-laws as deemed necessary by the Township.

- Provide 24-hour coverage to ensure the ability to respond to all services at the request of the Township; non-urgent (property related) matters will typically be responded to Monday to Friday (8:30 a.m. to 4:00 p.m.) within 24-48 hours of receipt of the complaint.
- Respond to complaints and concerns regarding by-law infractions.
- Issue warnings, citations, notices of violation and orders, as required.
- Investigate reported by-law violations and gather evidence, including taking photographs, collecting statements, and conducting interviews.
- Prepare and maintain accurate records, reports, and documentation related to by-law enforcement activities.
- Ensure that all correspondence (i.e. emails, Solicitor's advice, etc.) and all conversations (i.e. meetings, telephone calls, etc.) are kept confidential.
- Prepare documentation necessary to begin prosecutions for cases involving provincial courts; swear information and appear in provincial court as a Crown witness as required; investigate and gather evidence for presentation in court.
- Ensure that all records of the contractor related to this agreement be kept secure and maintained in compliance with the Township Records Retention By-law and the Municipal Freedom of Information and Protection of Privacy Act.
- Provide advice and support to the Township in updating key by-laws and implementing the Administrative Monetary Penalties System (AMPS).
- Attend meetings to provide or present information, including but not limited to internal staff meetings, meetings of Township Council, hearings and court proceedings, as required.
- Provide education and outreach to the community regarding by-law compliance.

## **Date of Proposal Submission**

Request for Proposal to be addressed by email to Laura Stanzel at [deputyclerk@ektwp.ca](mailto:deputyclerk@ektwp.ca) with the subject line clearly stating 'RFP 01-2024 Submission' or in a sealed envelope clearly marked 'RFP 01-2024 Submission' delivered to the Township Office at 6544 New Dublin Road, Addison, ON K0E 1A0 on or before August 30, 2024, at 4:00 pm.

Late bids will not be accepted.

Submissions received by the date and time of closing will be opened as soon as possible on Tuesday, September 4, 2024.

The Township of Elizabethtown-Kitley reserves the right to reject any or all Proposals. The lowest proposal is not necessarily accepted.

## **Project Contact**

Laura Stanzel, Deputy Clerk  
Email: [deputyclerk@ektwp.ca](mailto:deputyclerk@ektwp.ca)  
Phone: 613-345-7480

## Introduction

The Township of Elizabethtown-Kitley, located in Eastern Ontario, in the United Counties of Leeds and Grenville is a flourishing rural community with a close by urban setting. We are a beautiful, safe and diverse community of 10,000 residents, serving a regional catchment area of 90,000+. Brockville is a 20-minute commute, Ottawa and Kingston are less than an hour's drive, and Toronto and Montreal are but 200 kilometres away. As a vibrant rural community, Elizabethtown-Kitley takes great pride in its rich agricultural heritage and close-knit community spirit. The Township encompasses a collection of charming villages and hamlets, each with its own unique character and historical significance.

## Project Objectives/Responsibilities

The Township of Elizabethtown-Kitley is seeking a **qualified individual** and/or **firm** to oversee the provision of by-law enforcement services for the Township through a service contract; including assessment and handling of all complaints and questions related to by-law enforcement, which include, but are not limited to the following:

- The primary objective of a by-law enforcement officer is to ensure compliance with applicable by-laws and regulations within the Township.
- Promote public safety and maintain community standards by enforcing by-laws.
- Respond to complaints from the public regarding by-law violations, investigate the reported incidents, and take appropriate actions to resolve the issues in accordance with established procedures and regulations.
- Conduct inspections to identify and address potential by-law infractions.
- Take necessary enforcement actions against individuals or organizations found to be in violation of by-laws, which may include issuing warnings, violation notices, orders, fines and initiating legal proceedings as required.
- Collaborate with other departments, agencies, and law enforcement bodies to ensure a coordinated approach to by-law enforcement.
- Maintain accurate records of investigations, enforcement actions and outcomes.
- Prepare reports summarizing enforcement activities, trends and recommendations for improvement to assist the Township to stay updated on relevant legislation, regulations and best practices in by-law enforcement to improve enforcement strategies and approaches.
- Foster positive relationships, increase awareness of by-laws, and promote voluntary compliance.

It is the Township's intention that the contract for services will begin on or before November 1, 2024, and will be for a three (3) year term with a possible extension of two (2) years.

## Proposal Schedule

August 1, 2024	Request for Proposal Issued
August 19, 2024	Deadline for electronic questions from interested suppliers to be received. Replies will be circulated to all Suppliers via Addendums and will be the responsibility of the Proponent to download from the Township's website at <a href="http://ektwp.ca">ektwp.ca</a>
August 30, 2024	Closing date for Proposal Submissions
Week of September 10 - 14, 2024	Proponent Interviews*
September 24, 2024	Evaluation Completed & Presentation to Council
September 31, 2024	Notice of Award

\* Please note, the Township, at its sole discretion, may require an interview with the proponents who receive the top two (2) scores in the evaluation process.

## Agreement Value

The Township's actual costs for by-law enforcement services are determined by the number of by-law enforcement files undertaken in a fiscal year. For clarity, the Township is not agreeable to paying a fixed fee contract for services. It is the Township's expectation that the successful proponent will negotiate a cost for service contract that will be based on actual hours of work rendered to the Township.

## Submission Format

Forms to be submitted with the Proposal must be completed in their entirety. All entries shall be clear and legible.

Submissions may be emailed, mailed, couriered or hand-delivered to the appropriate location. Delivery of Tender through a third-party courier service shall be at the risk of the Proponent and must be arranged in due time for the Tender to arrive at the specified location before the Tender closing time. The failure of a third-party courier to submit the Tender prior to the Tender closing time will result in the disqualification of the Tender and will be at no fault of the Township.

Proposals must include and repeat the same headings as listed and topic sequence:

### **Experience, Qualifications, Project Management**

- Provide an overview of the length of existence and types of services offered. Identify the technical details that make the Proponent uniquely qualified for this work.

- Information is required about the makeup of staff including skills and qualifications of the project team. Show where these people will be physically located during phases of different projects. Identify key individuals that will be working on the projects by name and title. Resumes of key personnel to be performing planning functions for the Township, including education and professional certifications should be included.
- Demonstrate experience providing municipal by-law enforcement services.

### **Budget and Cost**

- Each proposal should include an outline of the fee structure, including hourly rates for senior members, junior members, and all other employees whose services may be billed to the Township. Charges for specific services or disbursements are to be identified. In the description of the fee structure please indicate both in-house (municipal) rates for each staff member that may be working on each file, in addition to standard rates for recoverable fees for each member of the firm, where applicable. Fees, rates, and costs are to remain fixed for the term of the agreement (three (3) years).
- In the submission, please identify whether the firm will charge for travel time to the Municipal Office (or other relevant locations), and if so, provide details of what rates will apply in these circumstances.
- Please include a description of the method of accounting for time and expenses, as well as a sample of the type of detailed billing documentation, which would be provided to the Township.

### **References**

- Evidence of the Proponent's work ethic, ability to create win-win situations, and how difficult situations were addressed will be evaluated.
- Particular attention will be given to project management with regards to maintaining deadlines.

### **Satisfaction of General Conditions**

- Please see page 9 of this document and ensure that all general conditions (and relevant additions to the proposal) are met.

### **Requirements**

- Valid G class license
- A telephone answering service and email contact
- Digital camera
- Shall supply, at its own expense, all vehicles, equipment, labour, materials including fuel for the execution of the duties contained herein.
- A Vulnerable Sector Check



## Disqualification

The Township reserves the right to reject any or all proposals. Failure of the Proponent to satisfy any term or condition of this RFP may result in the rejection of said Proposal. Further, any incomplete proposals, qualified proposals, proposals not properly signed/dated, proposals received after the closing date/time, proposals completed in pencil, proposals with incomplete calculations, and proposals lacking required information will be rejected as incomplete.

## Examination of Documents

Each Proponent must satisfy himself or herself by a personal study of the RFP documents, by budgetary calculations, and scope of work, respecting the conditions existing or likely to exist in connection with the proposed work. There will be no consideration of any claim, after submission of Proposals, that there is a misunderstanding with respect to the conditions imposed by this RFP. Prices must include all incidental costs and the Proponent must be satisfied as to the full requirements of the RFP.

## Proposal Withdrawal or Replacement

Any Proposal may be withdrawn prior to the scheduled time for Proposal Closing by submitting written notice to the RFP contact. Replacement Proposals are welcome until the Proposal Closing.

## Proposal Evaluation

All submissions must follow the requirements of the RFP process in order to be considered for evaluation. It will be the responsibility of the Deputy Clerk, CAO/Clerk and Director of Finance to read, review and evaluate each Proposal. All Proposals will be presented to Council for final approval.

## Proposal Selection

For the purpose of evaluation, the following criteria will be utilized to score each Proponent's Proposal.

Category	Description	Points
Experience, Qualifications, Project Management	Company history, qualifications of staff, project management experience, knowledge of local government legislation	40
Budget and Cost	Fee structure proposed	35
References	List of previous clients/professional references	20
Quality	Clarity & comprehensiveness of proposal	5

## **Proposal Award Procedure**

The Successful Proponent will be determined by the proposal that receives the highest scoring mark based on the evaluation criteria previously identified, following presentation and approval by Council. The Township will notify the Successful Proponent of the award. The Successful Proponent agrees to execute a Professional Service Agreement to undertake work within 10 business days of the date of notification of Award. It is the Township's intention that the contract start date for the services be November 1, 2024.

## **General Conditions**

### **Conflict of Interest**

The Proponent shall declare any actual or potential conflict of interest that exists now or may exist in the future with respect to the proponent's participation in this process and, if selected, the performance of the proponent's responsibilities pursuant to the retainer.

The Township of Elizabethtown-Kitley reserves the sole right and discretion to determine whether any situation constitutes an actual or potential conflict of interest and may disqualify any Proponent on such a basis.

### **Workplace Safety and Insurance Act**

The Proponent shall furnish a WSIB Clearance Certificate indicating their WSIB firm number, account number and that their account is in good standing as part of an executed Professional Service Agreement. The Successful Proponent agrees to maintain their WSIB account in good standing throughout the agreement period.

If the Proponent does not pay WSIB premium and is recognized by WSIB as an "independent operator" a letter from WSIB acknowledging independent contractor status and confirming that WSIB coverage is not required must be provided to the Township at time of execution of the agreement.

### **Indemnification**

The Successful Proponent shall indemnify and hold harmless the Township, its officers and employees from and against any and all liabilities, claims, demands, loss, cost, expenses, damages, actions, suits or other proceedings by whomsoever made, directly or indirectly arising out of the project attributable to bodily injury, sickness, disease or death or to damage to or destruction of tangible property caused by any acts or omissions of the Proponent, its officers, agents, employees or other persons for whom the Proponent is legally responsible.

## **Liability Insurance**

The Successful Proponent shall, at its own expense obtain and keep in force during the term of the Agreement Commercial General Liability insurance satisfactory to the Township and underwritten by an insurer licensed to conduct business in the Province of Ontario.

Certificate(s) of Insurance covering public liability and property damage for no less than the minimum amounts stated below to the satisfaction of the Township, naming The Corporation of the Township of Elizabethtown-Kitley as additional insured and keep in force and to supply prior to the Agreement commencement date and for the entire Agreement period.

The standard insurance minimums are as follows and as applicable to the specific Agreement:

- \$5 million - General Liability Policy
- \$2 million - Automobile Liability Policy
- Products and completed operations coverage
- Broad Form Property Damage
- Contractual Liability
- Owners and Contractors Protective
- The policy shall contain a provision for cross liability and severability of interest in respect of the Named Insured

## **Occupational Health and Safety Act**

The Proponent's attention is drawn to the regulations issued by the Ministry of Labour for the Province of Ontario under the Occupational Health and Safety Act. The Proponent acknowledges that they will comply with the Act, and all applicable regulations related to the contracted work.

## **Freedom of Information**

The Township is subject to the Municipal Freedom of Information and Protection of Privacy Act, as amended ("MFIPPA") with respect to, and protection of, information under its custody and control. Accordingly, all documents provided to the Township by the Proponent pursuant to this document may be available to the public unless the party submitting the information requests that it be treated as confidential.

Any specific scientific, technical, commercial, proprietary, intellectual, or similar confidential information, the disclosure of which could cause them injury or damage may be identified as confidential. Proponents are encouraged to place all such details and information within a separate section of their submission.

Complete Proposals are not to be identified as confidential.

## **Addendum**

Questions of clarification will be answered individually, but response(s) to any question that modifies the scope of the RFP will be posted as an RFP Addendum on the Township's website.

Amendment and changes to this Proposal prior to the closing date and time stated herein will only be in the form of written Addendum and said Addendum will be issued by the Township. An addendum will be posted on the Township's website. It is the Proponents sole responsibility to check this website regularly to inform itself of any posted Addendum. The Township makes no promise or guarantee that Addenda will be delivered by any means to any Proponent. By submitting a Proposal in response to the Request for Proposal, the Proponent acknowledges and agrees that addendum shall be posted on the Township's website and it is the sole responsibility of the Proponent to check the website for said addendum.

## **Sub-Contracts**

The Proponent shall ensure that all subcontractors are bound by all the terms and conditions of the Professional Service Agreement.

Proponents are required to provide information on primary subcontractors and suppliers who will be retained for the performance of this Agreement.

## **Assignment of Agreement**

The Successful Proponent shall not assign transfer, convey, sublet or otherwise dispose of this agreement or his/her right, title or interest therein, or his power to execute such agreement, to any other person, company or Township, without the previous consent, in writing, of the Township's officials, which consent shall not be unreasonably withheld.

## **Laws and Regulations**

The Successful Proponent shall apply and pay for all necessary permits, licenses, approvals, and consents required for the execution of the work.

The Successful Proponent shall give the required notices and comply with the laws, ordinances, rules, regulations, codes and orders of the authorities having jurisdiction which are, or become, in force during the period for which services are performed in accordance with the Professional Service Agreement.

## **Cancellation**

The Township reserves the right to immediately terminate the Agreement at its own discretion, including but not limited to such items as non-performance, late deliveries, inferior quality, pricing problems, etc.

The Township shall provide written notice of termination.

## Form of Proposal

### Proponent Information

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Company Name (hereinafter called the "Proponent")

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Mailing Address

---

Email Address

---

Phone Number

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Proponent's Representative

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Authorizing Signature, Authority and Title

The Proponent Declares:

- No person, firm or Township, other than the Proponent, has any interest in this Proposal or in the proposed agreement for which this Proposal is made and to which it relates;
- This Proposal is made by the Proponent without any connection, knowledge or comparison of figures, or arrangements with, or knowledge of any other corporation, firm or person making a Proposal for the same service, and is in all respects fair and without collusion or fraud;
- No member of the Municipal Council or any other officer of the Township will become interested directly or indirectly as a contracting party without disclosing his interest and otherwise complying with the *Municipal Conflict of Interest Act, RSO 1990*;
- The content and requirements of this Proposal document have been read and understood.
- All prices are quoted in Canadian funds.

## Proponent's Experience and References

Please provide three (3) references of accounts that your firm has provided a similar service within the last five years. References will be equal in complexity and services requirements as outlined in this Proposal.

The Township reserves the right to contact any and all references. The Township defines a reference as any reference supplied within a Proposal submission, in addition to any others known to the Township.

Project title, type of work, year completed	Client Name	Contact Information