



**The Corporation of the Municipality of Trent Lakes
Bid Document**

Request for Proposal

To Provide By-law Enforcement On-Call Services and/or Call Centre

Proposal #: RFP-04-2019

Proposal Closing

Date: Wednesday, November 13, 2019

Time: 10:00:00 a.m. local time

Location: The Corporation of the Municipality of Trent Lakes

760 Peterborough County Road 36

Trent Lakes ON K0M 1A0

Attn: Bianca Dragicevic, Purchasing Coordinator

Late Bids will not be accepted.

The Corporation of the Municipality of Trent Lakes reserves the right to accept or reject all or part of any Bid and also reserves the right to accept other than the highest scoring Bid and to cancel this Call for Bids at any time.

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Part A – Information to Bidders

1. Intended Use

The Municipality of Trent Lakes invites proposals from qualified companies with the expertise to provide by-law enforcement on-call services and/or a call centre to the Municipality of Trent Lakes.

The services shall be proposed as:

Option 1: By-law Enforcement On-Call Services

1.1: 24/7 By-law Enforcement

Or;

1.2: After hours (4:30 p.m. to 12:00 a.m.), weekends, and holidays By-law Enforcement

And/ or;

1.3: Weekday Only By-law Enforcement (8:30 a.m. to 4:30 p.m. Business Days)

And/ or;

Option 2: 24/7 Call Centre

This Request for Proposal has been split into Option 1 - subsection 1-3, and Option 2 to evaluate the proposals for the Municipality for the intended services. The Municipality reserves the right to award individual options, a combination of options, or none of the options for the services outlined. The award of any contract is subject to the approval of Council.

Please see Part C – Specifications for detailed requirements.

2. Applicable Document Fees

None required.

3. Bid Deposit Requirements

None required.

4. Performance Surety Requirements

None required.

5. Duration of Contract

The Contract shall commence within ninety (90) days of the closing of the proposal or other mutually agreed upon start date. This Contract shall be for a two (2) year period, with an option to renew for three (3) additional 12-month terms at the mutual consent of both parties and upon the same terms and conditions.

At least thirty (30) days prior to the effective date of extension, the Contractor will confirm unit pricing to the Municipality in writing. Pricing increases for renewal options must not exceed the Consumer Price Index (CPI) for the current renewal year as published by Statistics Canada in January of the renewal year.

The Municipality reserves the right to accept or reject the unit prices and reissuing the Proposal for public bidding. The Contractor(s) shall have the option of rejecting an extension of the Proposal, provided such rejection is made in writing to the Municipality within fifteen (15) days following receipt of such notification.

6. Bidders to Investigate

Bidders must satisfy themselves by personal examination and investigation of the proposed work, and by such other means, as to actual conditions and requirements of the work. Bidders are not to claim at any time after submission of their proposals that there was any misunderstanding of the terms and conditions of the proposed work.

7. Evaluation Criteria

Each response to this Request for Proposal will be evaluated by the Municipality to determine the degree to which it responds to the requirements as set out. Because this is a Request for Proposal, other factors in addition to cost will be considered when submissions are evaluated.

Proposals shall be evaluated based on:

- a) The general capabilities of the organization, including their experience, depth and support services.
- b) The qualifications and experience of the organization and each key member of the project team and any subcontractors
- c) The overall methodology/approach to the services and directly related company experience, as well as a staffing model demonstrating how the service levels will be met
- d) Proposed cost
- e) Appropriate reference information gathered from customers that the vendor has provided like services

Factors to be considered will include, but not necessarily be limited to, the following.

Evaluation Criteria	Weight
Introduction and Statement of Qualifications	15%
Qualifications, Background of Team, Subcontractors (if any)	20%
Methodology and Approach	20%
Cost Estimate	30%
References	15%

10	Excellent	Exceeds the requirements of the criterion in superlative beneficial ways/very desirable
9	Very Good	Exceeds the requirements of the criterion in ways which are beneficial to the Municipality's needs
8	Good	Exceeds the requirements of the criterion but in a manner which is not completely beneficial to the Municipality's needs
7	Somewhat Good	Fully meets all requirements of the criterion
6	Average	Adequately meets most of the requirements of the criterion to minimal acceptable level. May be lacking in some areas which are not critical
5	Below Average	Addresses most, but not all, of the requirements of the criterion to minimal acceptable level. May be lacking in some areas which are not critical
4	Somewhat Poor	Barely meets most of the requirements of the criterion to the minimum acceptable level. May be lacking in some areas which are not critical
3	Poor	Minimally addresses some, but not all, of the requirements of the criterion. Lacking in critical areas
2	Very Poor	Very poor to Unsatisfactory
1	Unsatisfactory	Does not satisfy the requirements of the criterion in any manner

The evaluation of proposals will be completed by an Evaluation Committee comprised of Municipal staff representatives and will be based upon reviewing the proposals in relation to the above-listed criteria.

After an initial review of the proposals, Companies may be interviewed and requested to provide sample information of where the Company has recently completed work of a similar scope and focus.

Each bidder is asked to submit one (1) original and one (1) digital copy (USB stick) of their complete proposal.

8. Proposal Award

Proposal award will be made based upon the highest scored proponent in the evaluation process.

9. Other Public Agencies

Prior to submitting this Proposal, it is of significant importance that all potential respondents be advised of the following:

It must be clearly understood that by submitting a Proposal in accordance with this document, the respective respondent is agreeing that other interested public agencies may review their Proposal document and further, if a successful respondent is selected by the Municipality and other public agencies deem it is in their best interest to join the

Municipal contract under the same terms and conditions, then one or more parties may join the Municipal contract, if mutually agreed upon between the interested public agency and the successful bidder.

With the above agreement comes the realization that if other public agencies do join the Municipal contract on a consortium basis, then the total dollar volume resulting from any potential contract could prove to be significantly higher than suggested in this document and respondents are requested to consider this information while preparing their responses and bring to the Proposal the best possible economic benefits and returns for the Municipality.

10. Inquiry

Any questions regarding this request for proposal must be received by purchasing@trentlakes.ca no later than 10:00 a.m. Monday, November 4th, 2019.

Addenda will be issued if clarification is required. The Municipality will be responsible for the issuing of all addenda. Bidders are responsible for checking for Addenda.

Proponents and their representatives are not permitted to contact any employees, officers, agents, elected or appointed official or other representatives of the Municipality concerning matters regarding this RFP. Failure to adhere to this rule may result in the disqualification of the proponent and the rejection of the proponent's proposal.

11. Amendments to "Standard Terms and Conditions"

Where Amendments to the Municipality's "Standard Terms and Conditions" are contained herein, it should be noted that these Amendments supersede any of the foregoing Terms and Conditions.

None.

Part B – Standard Terms and Conditions

1. Definitions

Bid	The document issued by the Municipality in response to which Quotation/Tenders/Proposals are invited for the performance of the work or supply of the equipment.
Bidder	A person(s), firm(s) or corporation(s) who has submitted a bid.
Company	The person(s), firm(s) or corporation(s) to whom the Municipality has awarded the contract.
Contract	The purchase order authorizing the company to do the work, the Quotation/Tender/Proposal, the bonds or security (if any), the company's Quotation/Tender/Proposal, and change notices, appendices, and addenda (if any), Formal contract.
Equipment	The materials, machinery, assemblies, instruments, devices or articles as the case may be, or components thereof, which are the subject of the contract.
Municipality	The Municipality of Trent Lakes, its successors and assigns.
Notice of Award	Notice provided to the successful bidder of contract award.
Subcontractor	A person(s), firm(s) or corporation(s) having a contract with the company for any part of the work.
Work	All materials, equipment fixtures, services, supplies, and acts required to be done, furnished and/or performed by the company.

2. Acceptance of Terms

Each Proponent, by submitting a proposal, represents that the Proponent has read and completely understands and accepts all terms and conditions to those contained in this RFP. Any proposal that has alternative terms and conditions to those contained herewith shall be considered a counter offer to the Municipality's request and shall be rejected.

3. No Indemnities from the Municipality of Trent Lakes

Notwithstanding anything else in the Contract, any express or implied reference to the Municipality providing indemnity or any other form of indebtedness or contingent liability that would directly or indirectly increase the indebtedness or contingent liabilities of the Municipality, whether at the time of execution of the contract or at any other time during the Term, shall be void and of no legal effect.

4. Force Majeure

Neither Party shall be liable for damages caused by delay or failure to perform its obligations under the Contract where such delay or failure is caused by an event

beyond its reasonable control if a reasonable business person applying due diligence in the same or similar obligations as those contained in the Contract would have put in place contingency plans to either materially mitigate or negate the effects of such event. Without limiting the generality of the foregoing, the parties agree that force majeure events shall include natural disasters and acts of war, insurrection and terrorism but shall not include shortages or delays relating to supplies or services. If a party seeks to excuse itself from its obligations under this Contract due to a force majeure event, that party shall immediately notify the other party of the delay or non-performance, the reason for such delay or non-performance and the anticipated period of delay for non-performance. If the anticipated or actual delay or non-performance exceeds fifteen (15) Business Days, the other party may immediately terminate the Contract by giving notice of termination and such termination shall be in addition to the other rights and remedies of the terminating party under the Contract, at law or in equity.

5. Conflict of Interest

The Supplier shall:

- a) Avoid any Conflict of Interest in the performance of its contractual obligations;
- b) Disclose to the Municipality, without delay, any actual or potential Conflict of Interest that arises during the performance of its contractual obligations; and
- c) Comply with any requirements prescribed by the Municipality to resolve any Conflict of Interest.

In addition to all other contractual rights or rights available at law or in equity, the Municipality may immediately terminate the Contract, upon giving notice to the Supplier, where:

- a) The Supplier fails to disclose an actual or potential Conflict of Interest;
- b) The Supplier fails to comply with any requirements prescribed by the Municipality to resolve a Conflict of Interest; or
- c) The Supplier's Conflict of Interest cannot be resolved. This paragraph shall survive any termination or expiry of the Contract.

6. Errors and Omissions

The Municipality will not be held liable for any errors or omissions in any part of the RFP. While the Municipality has used considerable effort to ensure an accurate representation in the RFP, the information contained in the RFP is supplied solely as a guideline for the Proponents. The information is not guaranteed or warranted to be accurate by the Municipality, nor is it necessarily comprehensive or exhaustive.

7. Bid Closing Time

One (1) original and one (1) digital copy (USB stick) of their complete proposal, properly signed and sealed and clearly marked as to its contents, shall arrive at the office of the Municipality of Trent Lakes, 760 County Road 36, Trent Lakes ON K0M 1A0 no later than the specified time and closing date indicated on the cover page of the document.

Late bids shall not be accepted; however, they shall be time and date stamped and returned to the Bidder unopened.

The Municipality of Trent Lakes time mechanism will be considered the official time when determining exact time of submission.

8. Document Fees

When a document fee is applicable, the Bidder must have previously purchased the respective document.

See Part A – Information to Bidders, which forms part of this bid document.

9. Bid Requirements

Bidders are required to conform to the conditions listed below and those failing to do so may be subject to disqualification.

- a) Bids must be submitted on the bid form supplied by the Municipality. Bid submissions must not be restricted by a statement added to the bid form or by a covering letter, or by alterations to the bid form supplied unless otherwise provided in the bid document.
- b) Bid submissions shall consist of Part D – Bid Form and all other sections and requirements as requested within the bid document. See Part D – Bid Form for all requirements requested within the bid document.
- c) The Bid Form shall be signed in the space(s) provided by a duly authorized official of the entity bidding. If a joint Bid is submitted, it shall be signed on behalf of each of the Bidders and if the signing authority for both Bidders is vested in one individual, they shall sign separately on their behalf. Signatures on behalf of non-incorporated bodies or by individuals shall be witnessed. In the case of an incorporated Company, the corporate seal should be affixed to the Bid Form adjacent to the authorized signature.
- d) All Bids are to be submitted in English only.
- e) Bids must be legible, written in ink or typewritten. Erasures, over-writing or strikeouts must be initialed by the person signing on behalf of the Company.
- f) Adjustments by telephone, facsimile (Fax), email or letter to a bid already submitted will not be considered. A bidder desiring to make adjustments to a bid must withdraw the bid and/or supersede it with a later submission prior to the specified bid closing time.
- g) Bids must be submitted in individually sealed envelopes and must clearly identify the name of the company, address of the company, and Proposal number on the outside of the envelope. Quotation/Tenders/Proposals received after closing time specified in the bid document will not be considered.
- h) Faxed Bid Submissions are not acceptable.
- i) Delivery of the Bid submission through a Courier Service shall be the responsibility of the Bidder and shall result in the submission being rejected where:

1. Bid submission is delivered to a location other than which is stated on the submission and fails to be delivered to the Municipality of Trent Lakes' Office prior to the closing date and time; and/or
2. Bid submission which is enclosed in the Courier Envelope that does not state, "Bid Document Enclosed" and is not removed from the Courier's Envelope prior to the closing date and time; and/or
3. Bid submission is delivered later than the closing date and time.

10. Bidder's Statement of Understanding

It is understood that the Bidder has carefully examined all of the bid documents and have carefully examined the Work to be performed under the Contract, if awarded. The bidder also understands and accepts the said bid documents, and for the prices set forth in the Bid, hereby offers to furnish all labour, machinery, tools, apparatus and other means of implementation, and materials to complete the terms and conditions and requirements in strict accordance with the bid documents.

None of the conditions contained in the Bidder's (seller's) standard or general (printed) conditions of sale shall be of any effect unless explicitly agreed to by the Municipality as set forth or specifically referred to therein.

The Bidder declares that their submission is not made in connection with any other bidder submitting an offer for the same commodity or commodities, and is in all respects fair and without collusion and fraud.

The contract shall be governed and interpreted in accordance with the laws of the Province of Ontario.

11. Clarification of Bid Documents

No officer, agent or employee of the Municipality is authorized to alter orally any portion of these documents. During the period prior to submission of Quotations/Tenders/Proposals, alterations will be issued to Bidders as written addenda. The Bidder shall list in its Bid all addenda that were considered when its Quotation/Tender/Proposal was prepared.

The Municipality will issue all written addendum to the bid documents by email to each bidder or prospective bidder who has provided an email address. Addendum will also be posted on the Municipal website at www.trentlakes.ca/announcements/tenders-rfps/.

Bidders are required to confirm receipt of each addendum. Although the Municipality will make every reasonable effort to ensure that each Bidder receives all addenda issued, it is each Bidder's ultimate responsibility to ensure all addenda have been received.

12. Bid Deposit Requirements

Bidders may be required to submit a bid deposit with each bid, which must be in the same envelope as the bid.

See Part A – Information to Bidders, which form part of this bid document.

13. Performance Surety Requirements

Performance surety binding the Company faithfully to fulfill the obligations of his/her bid, as accepted, may be required by the Municipality within ten (10) working days from the date of request.

See Part A – Information to Bidders, which form part of this bid document.

14. Insurance and Workplace Safety Insurance Board

The successful bidders shall deliver a certified copy of the Firm's Public Liability and Property Damage Insurance, and where applicable, the bidder shall carry standard automobile and non-owned automobile liability insurance Policy for the works, within ten (10) working days of receiving the Acceptance Notice.

Coverage shall be at least \$2,000,000.00 per incident, with the Municipality of Trent Lakes named as insured. Additional coverage may be required.

See Part A – Information to Bidders, which forms part of this bid document for additional requirements.

The successful bidder will be required to submit proof of Workplace Safety Insurance Board Coverage, within ten (10) working days of receiving the Acceptance Notice and shall provide additional certificates as often as is deemed necessary by the Municipality during the term of the contract to ensure continued good standing with the Workplace Safety & Insurance Board.

Or

The successful bidder shall provide proof to the Municipality from the Workplace Safety & Insurance Board that the bidder does not require Workplace Safety & Insurance Board Insurance. If the successful bidder changes its status with the Workplace Safety & Insurance Board during the term of the contract such that coverage is required, the successful bidder shall immediately provide the Municipality with the W.S.I.B. Clearance Certificate.

Failure to provide such proof shall result in cancellation of the Contract.

15. Proof of Ability

The Bidder may be required to show, in terms of experience and facilities, evidence of its ability, as well as that of any proposed subcontractor, to perform the work by the specified delivery date.

16. Document and Site Review

Bidders may be required to attend a mandatory document and site visit with the Municipality.

See Part A – Information to Bidders, which form part of this bid document.

The Submission of a Bid shall indicate that the Bidder agrees and warrants that they have examined the site and all conditions relevant thereto, and all the separate

documents, drawings, specifications and addenda and that the bid submitted covers the cost of all the items required in the contract. No claims for extras will be entertained on account of conditions, which could be observed on the site at the time bids were submitted.

See Part C – Specifications, which form part of this bid document.

17. Mandatory Requirement

Submissions must meet all mandatory requirements as contained herein. Submissions that do not meet the mandatory requirements will not be considered for further evaluation. Statements that include the words “shall”, “must”, or “will” are considered to be mandatory.

Statements that include the words “should” or “may”, while not mandatory, are considered highly desirable by the Municipality. Failure to comply with requirements that are highly desirable may reflect negatively on the proponent’s ability to perform to the Municipality’s expectations.

18. Pricing Requirement

Prices shall be in Canadian Funds, quoted separately for each item stipulated F.O.B. the point specified therein.

All prices bid shall include applicable taxes, customs duty, excise tax, freight, insurance and all other charges of every kind attributable to the work. Harmonized Sales Tax shall be shown as extra, unless otherwise specified. If the Bidder intends to manufacture or fabricate any part of the work outside of Canada, it shall arrange its shipping procedures so that its agent or representative in Canada is the Importer of record for customs purposes.

Except as may be provided in Part C – Specifications, in the Quotation/Tender/Proposal document, the prices bid shall not be subject to adjustment for any cost of the work to the Company.

In the event of any discrepancy between the unit price and the extension, the unit price shall govern.

19. Terms of Payment

Unless progress payments or any alternate terms are specified in the contract, the contact price may be invoiced after delivery and shall be payable 30 days from the receipt of invoice. The effect of any alternative payment terms, stated clearly in the bid submission will be considered in the evaluation of bids. The Municipality shall have the right to withhold from any sum otherwise payable to the Company such amount as may be sufficient to remedy any defect or deficiency in the work, pending correction of the same.

20. Terms of Payment – For Construction Projects

Payment for materials supplied and work completed shall be on a monthly basis at the rate of 90%, providing for a 10% holdback in accordance with the Construction Lien Act, 1990, or its latest edition.

After performance acceptance of the work, and in accordance with the Construction Lien Act, 1990, or its latest edition, the holdback will be paid (after the hold back period and in the absence of no claims), to the Company upon receipt of a Statutory Declaration that all accounts and labour have been paid in full, receipt of a Workplace Safety & Insurance Certificate of Clearance and receipt of all “As Built” drawings and maintenance manuals, where applicable. Upon inspection and correction of any deficiencies at the end of the maintenance period, to the satisfaction of the Director or designate, the Performance Sureties will be returned to the Company.

A two year warranty period will be in effect upon substantial completion of the works. Two and a half percent (2.5%) of the 10% lien holdback will be retained by the Owner as warranty surety for the duration of the warranty period.

All payment will be made within thirty (30) days from receipt of an approved invoice. All invoices must be approved by the Director or designate.

21. Delivery

Time shall be material and of the essence of the contract.

All bids shall be F.O.B. Destination, Trent Lakes Municipal Office unless otherwise noted in the bid document. The Company shall be responsible for arranging its work so that completion shall be as specified in the contract.

22. Patents and Copyrights

The Company shall, at its expense, defend all claims, actions or proceedings against the Municipality based on any allegations that the work or any part of the work constitutes an infringement of any patent, copyright or other proprietary right and shall pay to the Municipality all costs, damages, charges and expenses, including its legal fees.

The Company shall pay all royalties and patent license fees required for the work.

If the work or any part thereof is in any action or proceeding held to constitute an infringement, the Company shall forthwith either secure for the Municipality the right to continue using the work, or shall at the Company's expense, replace the infringing items with non-infringing work or modify them so that the work no longer infringes.

23. Assignment

The Company shall not assign the contract or any portion thereof without the prior written consent of the Municipality.

24. Occupational Health and Safety Act

The successful bidder, for purposes of the Ontario Occupational Health and Safety Act, shall be designated as the Constructor for this project and shall assume all of the responsibilities of the Constructor as set out in that Act and its regulations. The foregoing shall apply notwithstanding that the successful bidder has been referred to as the 'Company' in this and any other related document.

The Company acknowledges that they have read and understood the Occupational Health and Safety Act together with the Municipality's Health and Safety Policies and Procedures.

The Company covenants and agrees to observe strictly and faithfully the provisions of the said Occupational Health and Safety Act and all regulations and rules promulgated there under together with the Municipality's Health and Safety Policies and Procedures.

The Company agrees to indemnify and save the Municipality harmless for damages or fines arising from any breach or breaches of the said Occupational Health and Safety Act and/or the Municipality's Health and Safety Policies and Procedures.

The Company agrees to assume full responsibility for the enforcement of the said Occupational Health and Safety Act and the Municipality's Health and Safety Policies and Procedures and to ensure compliance therewith.

The Company further acknowledges and agrees that any breach or breaches of the Occupational Health and Safety Act and/or the Municipality's Health and Safety Policies and Procedures whether by the Company or any of its subcontractors may result in the Company and/or subcontract being removed from the site and in the immediate termination of this contract herein and the forfeiture of all sums owing to the Company by the Municipality.

The Company shall allow access to the work site on demand to representatives of the Municipality to inspect work sites to ensure compliance with the Contract and the Municipality's Policies and Procedures.

The Company agrees that any damages or fines that may be assessed against the Municipality by reason of a breach or breaches of the Occupational Health and Safety Act by the Company or any of its subcontractors will entitle the Municipality to set-off the damages so assessed against any monies that the Municipality may from time to time owe the Company under this contract or any other contract whatsoever.

Where any portion of the work or services in this Contract is contracted to a subcontractor, the Company agrees that the provisions of this section will apply to the subcontract and the Company will enforce said provisions.

The Company shall provide a list of all controlled hazardous materials or products containing hazardous materials, all physical agents or devices or equipment producing or omitting physical agents and any substance, compound, product or physical agent

that is deemed to be or contains a designated substance in accordance with the Workplace Hazardous Materials Information System (WHMIS) as defined under the Ontario Occupational Health & Safety Act and shall provide appropriate Material Health & Safety Data sheets for these substances used for the performance of the required work, all prior to the performance of said work.

Where hazardous materials, physical agents and/or designated substances are used in the performance of the required work, the Company shall ensure that the requirements of the Ontario Occupational Health & Safety Act and associated regulations are complied with.

The Municipality reserves the right to cancel any contract for non-compliance with the terms set out herein, health and safety regulations, the Environmental Protection Act, associated regulations and other applicable legislation.

25. Laws, Regulations, Permits, Fees and Licenses

The Company shall comply with relevant federal, provincial and municipal statutes, regulations, and by-laws pertaining to the work and its performance. The Company shall be responsible for ensuring compliance by its suppliers and subcontractors.

The contract shall be governed by and interpreted in accordance with the laws of the Province of Ontario.

The Company shall pay for all permits, licenses and fees, and give all notices and comply with all by-laws and regulations of the Municipality and any other governing body.

26. Substitutes and Alternates

Unless qualified by the provision "No Substitute", the use of the name of a manufacturer, brand, make or catalogue designation in specifying an item does not restrict bidders to that manufacturer, brand, make or catalogue designation identification. This is used simply to indicate the character, quality and/or performance of the goods and/or services desired, but the goods and/or services on which bids are submitted must be of such character, quality and/or performance that it will serve the purpose for which it is to be used as well as that specified. In submitting a bid on goods and/or services other than as specified, the bidder must furnish complete data and identification with respect to the alternate goods and/or services they propose to furnish.

Consideration will be given to bids submitted on alternate goods and/or services to the extent that such action is deemed to serve the best interests of the Municipality. If the bidder does not indicate that the goods and/or services they propose to furnish is other than specified, it will be construed to mean that the bidder proposes to furnish the exact goods and/or services as described in the bid document.

27. Quantities

Where quantities are shown as approximate, they are not guaranteed to be accurate and are furnished without any liability on behalf of the Municipality and shall be used as a basis for comparison only.

28. Samples

Samples, when required, must be submitted strictly in accordance with instructions. If samples are requested subsequent to the opening of the bid, they shall be delivered within three (3) working days following the request, unless additional time is granted. Samples must be submitted free of charge and will be returned at the bidder's expense, if so requested, provided they have not been destroyed by tests, or provided they are not required for comparison purposes.

The acceptance of samples by the Municipality shall be at its sole discretion and any such acceptance shall in no way be construed to imply relief of the Company from its obligations under the contract.

29. Quotation/Tender/Proposal Procedures

Quotation/Tender/Proposal will be called, received, evaluated, accepted and processed in accordance with the Municipality's Purchasing Policies.

30. Contract Award

The Municipality reserves the right to award by item, or part thereof, groups of items, or parts thereof, or all items of the bid, and to award contracts to one or more bidders submitting identical Bids as to price; to accept or reject any Bids in whole or in part; to waive irregularities and omission. The Municipality also reserves the right to enter into negotiations with the lowest compliant bidder if the price bid is over the budgeted amount of the project. Should the Municipality be unable to reach an agreement with the lowest compliant bidder, the Municipality reserves the right to enter into negotiations with the next lowest compliant bidder, or to cancel the call if, in so doing, the best interests of the Municipality will be served. No liability shall accrue to the Municipality for its decision in this regard.

The lowest or any bid may not necessarily be accepted as the Municipality of Trent Lakes reserves the right to reject any or all bids. Bids shall be irrevocable for 90 days after the official closing time and the Municipality may at any time within that period, without notice, accept a Bid whether any other bid has been previously accepted or not.

All Bids are prepared at the sole risk and cost of the bidders. No payments shall be made to any bidder regarding the preparation and submission of Bids.

Award of this contract is subject to appropriate funding acceptable to the Municipality.

The Notice of Award to the successful bidder shall constitute notice of acceptance of contract. This acceptance shall be conditional on the bidder providing all documentation, security and certifications as required by the Bid Document within ten

(10) working days of the date that the notice of award is placed in the mail or delivered to the bidder.

Notwithstanding and without restricting the generality of the statements above, the Municipality of Trent Lakes shall not be required to award or accept a tender, and may choose to either cancel the call for tenders or recall the tenders at a later date:

- a) When only one Bid has been received as a result of a tender call;
- b) Where the lowest responsive and responsible bidder exceeds the available project budget for the supplies or services;
- c) When all Bids received fail to comply with the specifications of the tenders terms and conditions;
- d) When a change in the scope of work or specifications is required.

31. Contract Cancellation

The Municipality shall have the right, which may be exercised from time to time, to cancel any uncompleted or unperformed portion of the work or part thereof. In the event of such cancellation, the Municipality and the Company shall negotiate a settlement:

- a) If the Company commits any act of bankruptcy; or if a receiver is appointed on account of its insolvency or in respect of any of its property; or if the Company makes a general assignment for the benefit of its creditors; then, in any such case, the Municipality may, without notice, terminate the contract.
- b) If the Company fails to comply with any request, instruction or order of the Municipality; or fails to pay its accounts; or fails to comply with or persistently disregards statutes, regulations, by-laws or directives of relevant authorities relating to the work; or fails to prosecute the work with the skill and diligence; or assigns or sublets the contract or any portion thereof without the Municipality's written consent; or refuses to correct defective work; or is otherwise in default in carrying out its part of any of the terms, conditions and obligations of the contract, then, in any such case, the Municipality may, upon expiration of ten (10) days from the date of written notice to the Company, terminate the contract.

Any termination of the contract by the Municipality, as foresaid, shall be without prejudice to any other rights or remedies the Municipality may have.

If the Municipality terminates the contract, it is entitled to:

- i. Take possession of all the work in progress and finish the work by whatever means the Municipality may deem appropriate under the circumstances;
- ii. Withhold any further payments to the Company until its liability to the Municipality is ascertained;
- iii. Recover from the Company loss, damage and expense incurred by the Municipality by reason of the Company's default (which may be deducted from any monies due or becoming due to the Company, any balance to be paid by the Company to the Municipality).

The Municipality shall not be liable to the Company for loss of anticipated profit on the cancelled portion or portions of the work.

32. Availability of Labour and Escalation

The bidder shall fully inform themselves regarding availability of labour in the area relative to the requirements of the schedule. The bidder shall make their own assessment of escalation in costs and increased labour costs and include all of these costs in their bid.

33. Correction of Defects

If, at any time prior to one year (or specified warranty/guarantee period if longer than one year) after the actual delivery date of the equipment, any part of the equipment becomes defective or is deficient or fails due to defect in design, material or workmanship, or otherwise fails to meet the requirements of the contract, then the Company, upon request, shall make good every such defect, deficiency or failure without cost to the Municipality. The Company shall pay all transportation costs for parts and/or equipment both ways between the Company's Factory or repair depot and the point of use.

34. Disclosure

The names of bidders and total bid prices will be made available at the public Quotation/Tender opening. After the Quotation/Tender opening, requests may be submitted to the Municipality for results, and only the names of bidders and total bid prices as read out at the Quotation/Tender opening will be given in the reply.

Request for Proposals are formally opened in public and only the name of the bidders submitting responses to the Request for Proposal will be read. Details of the proposals or any financial information will not be publicly disclosed at the opening.

35. Freedom of Information

All information obtained by the Company in connection with this bid is the property of the Municipality of Trent Lakes and must be treated as confidential. It may not be used for any purpose other than for replying to this bid, and for fulfillment of any subsequent contract. Any Company who requires that the information in its bid be kept confidential must explicitly advise the Municipality of that fact.

The Company may declare confidentiality of their bid; however, the Municipality is required by law to adhere to the requirements of the Municipal Freedom of Information and Protection of Privacy Act, as amended.

Personal information contained on this bid form is collected under the authority of Section 29(2) of the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c.M.56 as amended and will be used to purchase goods and/or services and for the execution of contractual documents. If you have any questions about the collection, use or disclosure of this information by the Municipality of Trent Lakes,

please contact the Clerk, Municipality of Trent Lakes, 760 County Road 36, Trent Lakes ON K0M 1A0 (705-738-3800 x 240).

36. Conflict of Interest and Prohibited Conduct

The Municipality may disqualify a proponent for any conduct, situation or circumstances determined by the Municipality, in its sole and absolute discretion, to constitute a Conflict of Interest, as defined above (Part B, section 5).

The Municipality may disqualify a proponent, rescind an invitation to negotiate or terminate a contract subsequently entered into if the Municipality determines that the proponent has engaged in any conduct prohibited by this document.

Respondents must not, at any time, directly or indirectly communicate with the media in relation to this document or any agreement entered into pursuant to this document without first obtaining the written permission of the Municipality.

Respondents must not, in relation to this document or the evaluation and selection process, engage directly or indirectly in any form of political or other lobbying whatsoever to influence the selection of the successful respondent(s).

Respondents must not engage in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud, coercion or collusion. Respondents must not engage in any unethical conduct, including lobbying or other inappropriate communications; offering gifts to any employees, officers, agents, elected or appointed officials or other representatives of the Municipality; deceitfulness; submitting quotation containing misrepresentations or other misleading or inaccurate information; or any other conduct that compromises, or may be seen to compromise, the competitive process provided for in this document.

The Municipality may prohibit a supplier from participating in a procurement process based on past performance or based on inappropriate conduct in a prior procurement process, including but not limited to, the following:

- a) Illegal or unethical conduct, as described above;
- b) The refusal of the supplier to honour its submitted pricing or other commitments;
or
- c) Any conduct, situation or circumstance determined by the Municipality, in its sole and absolute discretion, to have constituted an undisclosed Conflict of Interest.

37. Complaints

Any complaint on the process and procedures as outlined in the Municipality's Purchasing Policy to define the procedures with respect to the procurement of goods and services by The Corporation of the Municipality of Trent Lakes shall be in writing and shall be submitted to the Chief Administrative Officer for review and response.

A complaint on the process and procedures related to the award of a tender, proposal or quotation must be submitted within seven (7) working days of the date of the award.

38. Accessibility

The Municipality of Trent Lakes is committed to the accessibility principles of preventing and removing barriers in accessing goods and services for people with disabilities and is bound by the Standards under the Accessibility for Ontarians with Disabilities Act, 2005 as may be amended from time to time.

Regulations enacted under the Act apply to every designated public sector organization and other third parties that provide goods and services to the members of the public.

The consultant/contractor, and all subcontractors hired by the consultant/contractor in the completion of its work, will meet or exceed compliance with all applicable regulations under the Accessibility for Ontarians with Disabilities Act, 2005 as may be amended from time to time.

It is the consultant/contractor's responsibility to ensure they are fully aware of and meet all requirements under the Act. A Declaration of Accessibility Compliance will be required by the successful bidder.

Part C – Specifications

1. About

The Municipality of Trent Lakes is seeking proposals from qualified companies to provide by-law enforcement, including after-hours, weekends, on-call, and holiday's enforcement and/or a 24/7 call centre.

2. Scope of Work

2.1 Background

The Municipality of Trent Lakes is a lower tier municipality located in the northwest corner of the County of Peterborough with a permanent population of approximately 5,100. Trent Lakes is predominantly a rural community with recreation cottages and two primary settlement areas (a portion in the Village of Kinmount and a portion in the Hamlet of Buckhorn). There are three wards comprising the Municipality: Cavendish Ward, Galway Ward and Harvey Ward.

2.2 Terms of Reference

Trent Lakes requires by-law enforcement during regular work hours as well as after-hours enforcement – including on-call, holidays, and weekends.

Trent Lakes is also looking for a 24/7 call centre to accept calls for more than by-law complaints. This call centre would act as a line for people to use if Municipal Staff are unavailable to take the call (i.e. during weekends, holidays, and after-hours). This Emergency Phone Line would handle by-law matters as well as roads emergencies.

3. Requirements

The Municipality of Trent Lakes is looking for professional services to provide the following:

3.1 By-law Enforcement Responsibilities

- Trent Lakes requires contracted staff to perform by-law enforcement services
- By-law enforcement officers will respond to complaints or concerns regarding municipal by-laws as well as any by-law infractions that may occur at the direction of staff or with established policies
- Incident reports must be provided to the appropriate Municipal Representative on the next business day
- A daily work log must be maintained
- Duties include interpretation of pertinent by-laws, investigation of complaints, provision of written notice, ensure compliance and/or swearing summons before the Provincial Courts, and attend court proceedings in relation to By-laws
- Enforcement officers must have the ability to deal courteously, tactfully, and diplomatically with members of the public, other contractors, and staff
- Enforcement officers are expected to be both proactive and reactive in their investigations. As well as to provide appropriate responses to complaints, including providing information, forwarding the complaint to the appropriate body,

perform investigations, and if necessary, issue written warnings, tickets, fines, Provincial Offences Notices, or orders to comply

- Provide monthly progress reports to the appropriate Municipal Representative for Council and/or be available to speak to Council regarding certain matters
- All original records are the property of the Municipality and shall be provided to the Municipality in order to comply with the Records Retention By-Law
- Ensure confidentiality of all information in accordance with the Municipal Freedom of Information and Protection of Privacy Act as well as all other applicable legislation
- The successful contractor will be required to supply the following at their own cost
 - cell phone
 - camera, if required
 - vehicle(s) (Must be appropriate for accessing remote areas)
 - a uniform to identify themselves
 - safety and weather related apparel or equipment
- The successful contractor must supply Criminal Background Checks, at their own cost, for all personnel responding to complaints and must be satisfactory as per the Municipality's Criminal Background Checks Policy

3.1.1 Option 1.1 - 24/7 By-law Enforcement On-Call Services

- Enforcement officers available 8:30 a.m. to 4:30 p.m. as well as enforcement officers with availability during evenings, weekends, on-call, and holidays 24 hours a day, 7 days a week
- All other duties as described in Section 3.1

3.1.2 Option 1.2 – After-Hours By-law Enforcement On-Call Services

- Enforcement officers available from 4:30 p.m. to 12:00 a.m. weekday evenings, and 8:30 a.m. to 12:00 a.m. weekends and holidays, 7 days a week
- All other duties as described in Section 3.1

3.1.3 Option 1.3 – Weekday By-law Enforcement On-Call Services

- Enforcement officers available during regular weekday (business day) operations from 8:30 a.m. to 4:30 p.m.
- All other duties as described in Section 3.1

3.2 Call Service Responsibilities

- After-hours, toll-free emergency line including by-law complaints, road emergencies, and general concerns
- Acts as a liaison between residents and staff to determine which situations must be handled immediately
- To act as a resource for Municipal Staff

- Provide regular reporting and updates of calls received to the appropriate department
- Ensure confidentiality of all information in accordance with the Municipal Freedom of Information and Protection of Privacy Act as well as all other applicable legislation

3.2.1 Option 2 – 24/7 Call Centre Service

- Call centre operation during regular weekday hours from 8:30 a.m. to 4:30 p.m. as well as evenings, weekends, and holidays 24 hours a day, 7 days a week
- All other duties as described in Section 3.2

4. Proposal Structure and Content Requirements

4.1 Proposal Submission

The proposal document should be structured in sections that refer to the headings addressed in the Proposal Content Requirements of this section and should be numbered and tabbed accordingly.

4.2 Proposal Content Requirements

Section	Content
1	Introduction and Statement of Qualifications
2	Qualifications, Background of Team and Subcontractors(if any)
3	Methodology and Approach
4	Cost Estimate
5	Conflicts of Interest
6	References

4.2.1 Introduction

Proponents are to provide a brief introduction of the organization submitting the proposal. Proponents are invited to include information such as, but not limited, to the following:

- General company profile (ownership, affiliations, customers, number of years in operation, etc.)
- Address and contact information for the proposing entity
- Size of the company, number of employees, and operational footprint
- Brief description on significant similar projects/contracts
- Support services

4.2.2 Qualifications, Background of Team and Subcontractors (if any)

Provide an organizational chart showing the names, roles and responsibilities of the key team members that will be assigned to perform the work, detailing how they will be organized, their capabilities, experience, security measures, and any special skills of

each individual team member. Provide the minimum level of requirements for staff in the organization.

Provide any details of any portions of the work that would be subcontracted out, the name of the companies, and their role in the service.

4.2.3 Methodology and Approach

Provide a statement of understanding of the scope and outline risks foreseen, if any.

Provide a staffing model to demonstrate and ensure that the service levels required will be met.

Provide a proposed methodology of a comprehensive approach to the Municipality's requirements.

4.2.4 Cost Estimate

The Proponent's submission shall include:

Costs, fees and expenses for each component of the work based on the options provided in this RFP. The cost of services outlined in the proposal should include, but is not limited to:

- a) Monthly retainer
- b) Hourly rate for service (must include minimum hours charged per call)
- c) Rate per kilometer for travel expenses (must include starting location)
- d) Any other applicable or potential costs, fees, or rates

4.2.5 Conflicts of Interest

This section would outline any real or perceived conflicts of interest, if successfully chosen for the engagement. Conflicts could include, but are not limited to, any relationships between members of the proponents and the Municipality, or any private assignment that would influence the work.

4.2.6 References

This section is to include client references (minimum of 3) for contracts or services similar in scope within the last five (5) years. The Municipality reserves the right to contact references, which may affect a Proponents evaluation score. Contact name, telephone number and email addresses should be included.

Part D – Bid Form

**The Corporation of the Municipality of Trent Lakes
760 County Road 36
Trent Lakes ON K0M 1A0**

Proposal #: RFP-04-2019

By-law Enforcement On-Call Services and/or Call Centre

Documents to be enclosed with this Bid Form:

- One (1) original and one (1) digital copy (USB stick) of complete proposal**
- Part D**
 - Bidders Information Form**
 - Declaration of Accessibility Compliance**
 - Schedule of Items & Prices**
 - Declaration**

Upon award, an insurance, WSIB certificate, and Non-Disclosure Agreement will be required.

Bidders Information Form

Bidders must complete this form and include with the Bid Submission. Please ensure all information is legible.

Company Name: _____

Main Contact: _____

Address: _____

Office Phone #: _____

Toll Free #: _____

Fax #: _____

Email Address: _____

H.S.T. Account #: _____

Acknowledgement To Receipt of Addenda

This will acknowledge receipt of the following addenda and that the pricing quoted includes the provisions set out in such addendum(s)

Addendum #	Date Received
# _____	_____
# _____	_____
# _____	_____

Check here if No Addenda received

Name Signature Date

Declaration of Accessibility Compliance

Company Name: _____

Main Contact: _____

Title: _____

Date: _____

I/we acknowledge that as a Contractor/Consultant of the Municipality of Trent Lakes we are bound to comply with all accessibility Standards under the Accessibility for Ontarians with Disabilities Act, 2005 as amended from time to time.

I/we declare that I/we have read, understand and will meet or exceed all enacted accessibility Standards as amended from time to time.

I/we further declare that I/we will undertake to ensure all subcontractors hired by us in completion of our work will also comply with the above Standards.

Schedule of Items & Prices

(All unit prices are not to include HST)

The undersigned agrees to supply and deliver the goods and services as specified and required in accordance with Parts A, B, C, and D of the Proposal for the following prices.

The Municipality reserves the right to cancel any or all items.

Bid Options

Bidders must check all options to which the proposals apply to below:

- Option 1.1 – 24/7 By-law Enforcement Services
- Option 1.2 – After - Hours By-law Enforcement Services
- Option 1.3 – Weekday By-law Enforcement Services
- Option 2 – 24/7 Call Centre

Costs of Services

The cost of services outlined in the proposal should include, but is not limited to:

- a. Monthly retainer
- b. Hourly rate for service (must include minimum hours charged per call)
- c. Rate per kilometer for travel expenses (must include starting location)
- d. Any other applicable or potential costs, fees, or rates

Declaration

To The Corporation of the Municipality of Trent Lakes, Hereafter called the
"Municipality":

I/We _____ the undersigned declare:

1. That the several matters stated in the said Bid are in all respects true, accurate and complete.
2. That I/we have read and fully understand all information, terms and conditions contained within the Bid Document, including Part A – Information to Bidders; Part B – Standard Terms and Conditions; Part C – Specifications; and Part D – Bid Form.
3. That I/we do hereby Bid and offer to enter into a Contract to Supply and Deliver all materials mentioned and described or implied therein including in every case freight, duty, currency exchange, H.S.T. in effect on the date of the acceptance of bid, and all other charges on the provisions therein set forth and to accept in full payment therefore, in accordance with the prices and terms set forth in the Bid herein.
4. That this Bid is irrevocable for Ninety (90) days and prices for as long as stated elsewhere in the Bid Document, and that the Municipality may at any time within that period without notice, accept this Bid whether any other Bid has been previously accepted or not.
5. That the awarding of the Contract, by the Municipality, is based on this submission, which shall be an acceptance of this Bid.
6. That if the Bid is accepted, I/we agree to furnish all documentation, security and certifications as required by the Bid Document and to execute a formal contract in triplicate, if required, within Ten (10) Working Days after notification of award. I/We understand that any acceptance by the Municipality is fully conditional upon the receipt of said documentation, security and certifications by the Municipality within Ten (10) Working Days. If I/we fail to do so, the Municipality may accept the next lowest or any Bid or to advertise for new bids, or to carry out completion of the works in any other way they deem best.
7. That I/we agree to save the Municipality, its agents, or employees, harmless from liability of any kind for the use of any composition, secret process, invention, article or appliance furnished or used in the performance of the Contract of which the Bidder is not the patentee, assignee, or licensee.

The undersigned affirms that he/she is duly authorized to execute this bid.

Bidder's Signature and Seal: _____

Position: _____

Witness: _____

Position: _____

(If Corporate Seal is not available, documentation should be witnessed)

Dated at the _____ of _____
(Town/City)

this _____ day of _____ 2019