



REQUEST FOR PROPOSAL FOR BY-LAW ENFORCEMENT, ANIMAL CONTROL SERVICES AND KENNEL SERVICES

The Municipality of Bluewater invites proposals for By-law Enforcement, Animal Control Services and Kennel Services to enforce municipal by-laws (ID#: BW-DS-01-2025). It is the Municipality's intention to award the proposal for each service (3) as one package but may award each service as three (3) separate assignments. Submissions must be delivered in a sealed envelope, clearly marked with the name of the bidder and tender name/ID prior to the closing date of Monday, April 14, 2025, at 2:00 pm.

Questions must be written and directed to:

Aaron Stewardson, Manager of Development Services
14 Mill Ave., Zurich ON, N0M 2T0
P: 519-236-4351 ext 225
E: development@municipalityofbluewater.ca

Questions will be accepted until 12:00 pm (noon) on April 9, 2025.

Municipality of *Bluewater*

The Corporation of the Municipality of Bluewater

Request for Proposal

By-Law Enforcement, Animal Control Services and Kennel Services

BW-DS-01-2025

Proposal Issued: Friday, March 14, 2025
Proposal Closing: Monday, April 14, 2025 at 2:00pm
Proposal Opening: Monday, April 14, 2025 at 2:01pm

Sealed Proposals must be clearly marked and submitted to:

**Aaron Stewardson, Manager of Development Services/Chief Building Official
Municipality of Bluewater
14 Mill Avenue
Zurich, Ontario N0M 2T0**

Late bids will not be accepted.

NOTE: Lowest proposal not necessarily accepted.

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BW-DES-01-2025 RFP for By-Law Enforcement, Animal Control Services and Kennel Services

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Section 1 - Introduction and General Instructions

Introduction

The Municipality of Bluewater is seeking an opportunity to formalize a potential contract with a new service provider through this RFP for By-Law Enforcement, Animal Control Services and Kennel Services. It is the Municipality's intention to award the proposal for each service (3):

- 1) By-Law Enforcement,
- 2) Animal Control Services, and
- 3) Kennel Services

as one package; but may award each service (By-Law Enforcement, Animal Control Services, and Kennel Services) as three (3) separate assignments.

Proposal award will be for contracts to begin on or about Thursday, May 1, 2025 for a three (3) year term with the potential for a two (2) year extension at the municipality's sole discretion.

Submission of Proposals

The Bid Forms, together with all required supporting documentation must be submitted in sealed envelopes and shall be clearly marked with the name of the Bidder and Tender Name/ID and shall be delivered to:

Aaron Stewardson, Manager of Development Services/Chief Building Official
Municipality of Bluewater
14 Mill Avenue
Zurich, Ontario N0M 2T0
on or before **2 pm, Local Time on Monday, April 14, 2025.**

Time registered by Municipality of Bluewater reception Staff will be considered the official time when determining exact time of submission. Bidders are advised to deliver their bids well before the deadline. Making submissions near the deadline is done at the bidder's own risk. Bids time stamped 2:01 pm or later shall be declared non-compliant and shall be returned unopened.

The Municipality's Procurement Policy does not permit electronic submission (including fax and email) of tenders or RFP packages. The Municipality will accept hardcopies delivered

by courier so long as they are received by the Tender/RFP closing date/time and are delivered as per the Tender/RFP specifications. Any bids delivered by e-mail or facsimile will be rejected.

Contact

All questions or inquiries must be made in writing (e-mail) to the Project Leader named below, by no later than **12 pm (noon) on Wednesday April 9, 2025.**

Aaron Stewardson

Manager of Development Services/Chief Building Official

development@municipalityofbluewater.ca

519-236-4351 ext. 225

Inquiries shall not be directed to any other Municipality of Bluewater employees. No clarification requests will be accepted by telephone.

Schedule

The schedule set out herein represents the Municipality of Bluewater's schedule that will be followed.

The schedule is as follows:

RFP Issue Date	Friday, March 14, 2025
Deadline for Submission of Questions	Wednesday April 9, 2025, at 12:00 pm (noon)
Proposal Submission Deadline	Monday, April 14, 2025 at 2:00pm
Proposal Opening	Monday, April 14, 2025 at 2:01pm
Notification of Award (Tentative)	April 23, 2025
Contract Start Date	May 1, 2025

Required Review and Clarification

Bidders should carefully review this solicitation. If questions concerning clarification of the contents of this document arise, the questions must be made in writing (e-mail) and received by the Project Leader by the date noted in the schedule table. This will allow time for the issuance of any necessary addenda. Protests based on any omission or error or on

the content of the RFP will be disallowed if these perceived faults have not been brought to the attention of the Project Leader.

In submitting a Proposal, the Bidder acknowledges that they have read, completely understood, and accepted the terms and conditions of the RFP in full. The Municipality of Bluewater is not responsible for any misunderstanding of the RFP.

Amendments to the RFP

The Municipality of Bluewater may issue addenda to clarify and/or modify certain aspects of the RFP prior to the Proposal Submission Deadline. Bidders shall sign addenda documents, include in RFP submission, and acknowledge the total number of addenda issued on the Bid Form.

RFP Opening

The Municipality intends to open the Proposals in private but reserves the right to open the proposals in public at its sole discretion.

Reserved Rights of the Municipality of Bluewater

The Municipality of Bluewater reserves the right to reject any or all Tenders, including, without limitation, the lowest Tender, and to award the Contract to whomever the Municipality in its sole and absolute discretion deems appropriate notwithstanding any custom of the trade contrary nor anything contained in the Contract Documents or herein.

The Municipality shall not, under any circumstance, be responsible for any costs incurred by the Bidder in the preparing of its Proposal.

Without limiting the generality of the foregoing, The Municipality of Bluewater reserves the right, in its sole and absolute discretion, to accept or reject any Proposal which in the view of the Municipality of Bluewater is incomplete, obscure, or irregular, which has erasures or corrections in the documents, which contains exceptions and variations, which omits one or more prices, which contains prices the Municipality of Bluewater considers unbalanced, or which is unaccompanied by suitable bid security.

Criteria which may be used by the Municipality of Bluewater in evaluating proposals and awarding the contract are in the Municipality's sole and absolute discretion and, without limiting the generality of the foregoing, may include one or more: price; total cost to the Municipality of Bluewater; reputation; claims history of the Bidder; qualifications and experience and its personnel; quality of services and personnel proposed; ability to ensure

continuous availability of qualified and experienced personnel; the project schedule and plan; the proposed staff; and the proposed supervisory staff.

Should the Municipality of Bluewater not receive any proposal satisfactory to the Municipality of Bluewater in its sole and absolute discretion, the Municipality of Bluewater reserves the right to re-tender the Project or negotiate a contract for the whole or any part of the Project with any one or more persons whatsoever, including one or more of the Bidders.

These reserved rights are in addition to any other expressed rights or any other rights which may be implied in the circumstances.

Not Responsible for Costs

The Municipality of Bluewater shall not pay any costs associated with the preparation, submission, or presentation of the Bidder's Proposal. The Municipality of Bluewater shall not be liable for any expenses, costs or losses suffered by the Bidder or any third party resulting from the Municipality of Bluewater exercising any of its expressed or implied rights under this RFP.

Proposal Expiry Date

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. Extensions to this period may be granted with the mutual agreement of the Municipality of Bluewater and the successful Bidder and may be initiated by either party.

Confidentiality and Ownership

Any information provided to the Bidder by the Municipality of Bluewater before, during or after the project is completed shall be treated as confidential and shall not be used or communicated by the Bidder or any third party in any way unless otherwise identified by the Municipality of Bluewater. The information, reports, documentation, plans, etc. that are produced by the successful Bidder in response to this project shall become the exclusive property of the Municipality of Bluewater. However, intellectual property, such as specific tools, templates, processes, etc. that the Bidder provides as part of the deliverables remains the property of the Bidder.

Pricing and Additional Work

The Bidder shall provide a Total Proposal Price for all project work and shall abide by the price stated. No further payments beyond the Total Proposal Price shall be made for any additional services required to provide a satisfactory deliverable. Any additional work required will only be undertaken based on a request in writing from the Municipality of Bluewater.

Invoicing

The Bidder shall provide monthly invoices to the Municipality of Bluewater for work performed the previous month. Invoices shall clearly state the work performed. It should be noted that the Municipality of Bluewater's standard terms of payment are net 30 calendar days from the date of invoice.

Freedom of Information

All information obtained by the Company in connection with this bid is the property of the Municipality of Bluewater 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 Bluewater, please contact Aaron Stewardson, Manager of Development Services, Municipality of Bluewater, 14 Mill Avenue, Zurich ON (519-236-4351 ext 225).

Insurance and Workplace Safety & Insurance Board (WSIB)

The successful bidder 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 5 million dollars (\$5,000,000.00) per incident, with the Municipality of Bluewater named as insured. Additional coverage may be required.

The successful bidder shall be required to submit proof of Workplace Safety & Insurance Board Coverage, within ten (10) working days of receiving the Acceptance Notice. A valid clearance certificate must be maintained for the duration of the contract and for 90 days thereafter.

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 Coverage. 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 a valid clearance certificate. Failure to provide such proof will result in the cancellation of the contract.

Patents & Copyrights

The successful Bidder shall, at its expense, defend all claims, actions or proceedings against the Municipality of Bluewater 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 of Bluewater all costs, damages, charges, and expenses, including its legal fees.

The successful Bidder 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 successful Bidder shall forthwith either secure for the Municipality of Bluewater the right to continue using the work, or shall at the successful Bidder's expense, replace the infringing items with non-infringing work or modify them so that the work no longer infringes.

Assumptions

Proponents must take into account the following assumptions in preparing and submitting proposals:

- No municipal resources, supplies, or equipment is being made available for the performance of the functions, duties and responsibilities identified within this RFP.
- Confidentiality of all information must be maintained.

Deemed Satisfaction as to Submission

The submission of a proposal shall be deemed conclusive proof that the submitter of a proposal has satisfied itself as to all the requirements set out in the RFP, all the conditions which may be encountered, what materials and/or services they will be required to supply, or any other matter which may enter the carrying out of the Project. No claims will be entertained by the Corporation of the Municipality of Bluewater based on the assertion by the submitter of a proposal that it was uninformed as to any of the requirements of the proposal.

Default Under Project

In case of a default of performance of the Project, the Corporation of the Municipality of Bluewater reserves the right to transfer the Project to another source. All additional expenses arising from such transfer will be charged to the original submitter of a proposal or contractor and are due forthwith.

Additional Requirements

The use of appropriate and credible sub-contractors by the Bidder to perform portions of the project is permitted only if the Bidder declares such use in the Proposal.

The successful Bidder shall ensure that all services and products provided in respect to this Proposal are done so in accordance with and under the authorization of all applicable authorities, municipal, provincial, and/or federal legislation, including but not limited to WSIB and all applicable responsibilities under the Occupational Health and Safety Act.

Cancellation

The Municipality of Bluewater reserves the right to immediately terminate the contract for sufficient cause, including but not limited to such items as non-performance, late deliveries, inferior quality, and pricing problems. If the successful Bidder should neglect to execute the work properly or fail to perform any provision of the Contract, the Municipality of Bluewater, after written notice to the Bidder, may, without prejudice to any other remedy in existence, make good such deficiencies and may deduct the cost thereof from any payment then and thereafter due to the Bidder. Continued failure to execute the work properly will result in termination of the Contract. The Municipality will then provide written notice of the termination. The Municipality of Bluewater may elect to terminate the Contract if the original terms and conditions are significantly changed, giving 30 days written notice to the Bidder. Either Party may terminate the Contract by giving the other

Party 60 days written notice, giving reasons acceptable to the other and subject to the approval of both Parties involved in the Contract.

Tariffs

The Municipality will not accept any price increases related to tariffs imposed after the award of the contract or bear any responsibility relating to the potential imposition of tariffs. All submitted prices shall remain firm for the duration of the contract.

Section 2 Scope of Work and Project Requirements

Municipality of Bluewater Description

The Municipality of Bluewater is located on the beautiful shore of Lake Huron in Ontario. It is known for its rich agricultural community, beautiful beaches and marina and quaint villages which include Bayfield, Brucefield, Dashwood, Hensall, Kippen, Varna and Zurich as well as multiple residential and cottage communities along the lakeshore area west of Highway 21. The Municipality of Bluewater covers 416.7 Km² and has a population of approximately 7,600.

As a lower-tier municipality, Bluewater is responsible for providing by-law enforcement services and animal services under the Pounds Act and may have additional services or requirements through by-laws passed under the Municipal Act, 2001.

Objective

Bluewater is seeking an opportunity to formalize a potential contract with a new service provider through this RFP for By-Law Enforcement, Animal Control Services and Kennel Services. It is the Municipality's intention to award the proposal for each service (3):

- 1) By-Law Enforcement,
- 2) Animal Control Services, and
- 3) Kennel Services

as one package; but may award each service (By-Law Enforcement, Animal Control Services, and Kennel Services) as three (3) separate assignments.

Proposal award will be for contracts to begin on or about Thursday May 1, 2025 for a three (3) year term with the potential for a two (2) year extension at the municipality's sole discretion.

Scope

By-Law Enforcement

The successful respondent will be required to meet the following criteria:

- i. The Contractor shall, upon receiving a request or direction from the Municipality, investigate/enforce all applicable municipal by-laws and/or provincial legislation as authorized by the municipality;
- ii. To work jointly with the Manager to devise a service delivery model and coverage schedule which will include pertinent contact methods for service call requests;
- iii. Provide uniformed response throughout the municipality including appropriate identification badge indicating they are representing the municipality;
- iv. In consultation with the Manager, the Contractor to arrange for any law enforcement back up when required for any by-law activities;
- v. As directed by the Municipality, provide coverage and/or presence at municipal events;
- vi. As directed by the Manager, patrol municipal property, including parkways, for the purposes of by-law compliance, to prevent crime and monitor for any acts of trespass and vandalism;
- vii. Upon request provide activity to the Manager regarding open files;
- viii. In consultation with the Manager, work with Ontario Provincial Police and any other agencies on municipal related matters and respond to any requests from the Ontario Provincial Police and other agencies in regard to municipal by-law matters;
- ix. In consultation with the Clerk, assist in any emergencies and co-operate with all local emergency services. This will include making the Contractor part of the municipality's emergency planning and part of its first/emergency response when needed;
- x. Take appropriate enforcement action including issuing tickets, Orders and Swearing of Information and other legal documents, prepare witness statements and conduct interviews and if necessary, give evidence in Court;
- xi. Have a working knowledge of Part I, II and III of Provincial Notices and Provincial Crown briefs;

- xii. Have a working knowledge of property court procedures, evidence procedures and Criminal Code of Canada matters. This shall include co-operating with the local courts for the municipality;
- xiii. Work with Municipal appointed solicitor for any legal/court proceedings, as required;
- xiv. The Contractor understands that enforcement may require evening and weekend shifts; Attend Council meetings when requested;
- xv. The Contractor shall be responsible for properly trained and knowledgeable staff;
- xvi. The Contractor shall provide a Valid WSIB Certificate and proof of coverage for liability insurance in the amount of \$5,000,000.00 for carrying out all duties as provided for in this Agreement;
- xvii. Make recommendations to the Municipality about by-laws and municipal signage;
- xviii. To undertake a service based upon the Municipality's framework, and issue verbal and written warnings or charges as required;
- xix. To also undertake an operational philosophy that focuses on community engagement and voluntary compliance, and offer alternative resolutions to formal charges whenever possible;
- xx. Educate the public, whenever possible, regarding municipal by-laws and the enforcement of such by-laws;
- xxi. Carry out any related duties as required and determined by the Municipality from time to time. Work closely with and under the jurisdiction of the CAO, Manager and/or Senior Management;
- xxii. Provision of a patrol vehicle that is readily identifiable and a mountain bike to assist with patrolling parks and trails;
- xxiii. Provision of a mobile phone and laptop to facilitate communications and by-law references;
- xxiv. Maintain accurate records of complaints, logs and document occurrence reports;
- xxv. Comply with all appropriate legislation and Municipal by-laws related to occupational health and safety;
- xxvi. Meet the requirements of the Customer Service Standard of the Accessibility for Ontarians with Disabilities Act, 2005;
- xxvii. Maintains a privacy procedure and complies with any requirement established by the municipality that is reasonably required to ensure that the municipality meets its obligations under the Municipal Freedom of Information and Protection of Privacy Act and will create, collect, receive, manage, access, use, retain and dispose of the Personal Information and the Records only to perform the work in accordance with the contract.

Kennel Services

The successful respondent will be required to meet the following criteria:

- a. Act as the Poundkeeper under the by-law (available as a separate attachment on Bids and Tenders);
- b. Maintain a pound and adoption facility within an appropriate geographical location to Bluewater, which facility and its operation shall be and remain in compliance with all applicable regulations, bylaws and other enactments, and in particular the Pound shall be maintained in a sanitary condition providing for humane treatment of animals impounded;
- c. Keep the Pound open to the public during Normal Business Hours;
- d. During Normal Business Hours, answer questions from the public by telephone or in person relating to the By-law and the Services;
- e. Provide an emergency contact number for use by Bluewater, the public or local police service and provide services outside Normal Business Hours;
- f. Make recommendations to Bluewater in cases where other By-law enforcement proceedings are necessary or desirable, including the commencement of summary proceedings, dog destruction orders under the Dog Owners' Liability Act or civil injunction proceedings for enforcement of the By-law;
- g. Assist Bluewater in all legal enforcement proceedings with the retained prosecutor, including all required court appearances;
- h. In the course of enforcing the By-law, assist Bluewater with the sale and/or distribution of dog licences to owners of unlicensed dogs;
- i. Account to Bluewater for all revenue from impoundment fees, boarding fees, fine revenues, adoption fees and fees from sales of licenses and/or replacement tags (where required), that are received by the Contractor in the course of providing the Services;
- j. Remit to Bluewater not less than monthly all revenue received in the course of providing the Services;
- k. Keep a detailed record of accounts and activities in relation to the Services;
- l. Prepare and deliver to Bluewater a quarterly report including at a minimum the following information:
 - Number of tickets, offence notices and warning notices issued;

- Number and types of animals impounded, redeemed and euthanized;
 - Impoundment, boarding, adoption and ticket fine revenues received;
 - Number and types of complaints received; and
 - Number of hours spent on patrol and complaint response, with such information to cover both the reporting period and the year-to-date;
- m. Pursue on Bluewater behalf any civil remedy, including but not limited to dog destruction orders, injunctions or civil proceedings, authorized by resolution of the Municipality;
- n. Obtain proof that a current dog license has been obtained and paid for in accordance with the By-law before releasing any impounded dog;
- o. Maintain a monthly pound log in which shall be recorded, on a daily basis, all pound related transactions, including a description of every animal impounded, the date and place where the animal was impounded, the date when the animal was redeemed or otherwise disposed of, the disposition of the animal and the amount of money, if any, recovered in respect of the animal;
- p. Maintain a monthly record of any reported dog bites which have occurred in that month, including information concerning the severity of the bite, the breed of the dog, the name and address of the dog owner, if known, the name of the person bitten and the details of any charges under the By-law or other legislation or regulations;
- q. Ensure that the Kennel Services Staff assigned to carry out work covered by this Contract:
- Have the skills, training and qualifications required to provide the Services;
 - Are thoroughly informed of the provisions of applicable By-laws, fine levels and offence descriptions;
- r. Allow officers and employees of Bluewater acting in the course of their duties access at all reasonable times to records maintained by the Contractor under this Contract;
- s. Provide after-hours emergency call-out service or extended shifts, whichever is applicable, for serious incidents that require Services, including assistance to Police, Fire, and other By-law Enforcement, and in relation to attacks by dogs on people or animals, injured animals, and other extraordinary situations deemed to involve public safety in relation to domestic animals;
- t. Provide all vehicles, equipment, supplies, clothing, labour, materials, offices, facilities and things whatsoever required for the provision of the Services;
- u. Respond to all requests for pick-up of confined animals during the hours of 8:00 a.m. to 8:00 p.m. every day of the year. The term “confined” shall mean “kept or

restricted within certain limits” such as but not limited to the animal being kept or restricted to the interior of a garage or fenced in area;

- v. Provide pound facilities for required quarantine periods as requested by the local health unit, police service or the municipality;
- w. Provide names of employees to be appointed as By-law Enforcement Officers to the municipality for the purposes of enforcement of Animal Control By-laws and appointment of an Animal Control Officer(s);
- x. Be in compliance with the Occupational Health and Safety Act;
- y. Comply with the Municipal Freedom of Information and Protection of Privacy Act, with respect to any personal information that comes into the Contractor’s possession in the course of its performance of the Services;
- z. Confirm that the Respondent will act as an independent contractor.

Animal Control Services

The successful respondent will be required to meet the following criteria:

- aa. During Normal Business Hours, answer questions from the public by telephone or in person relating to the By-law and the Services;
- bb. Provide an emergency contact number for use by Bluewater, the public or local police service and provide services outside Normal Business Hours;
- cc. Administer and enforce the By-law (but excluding the administration of Bluewater’s dog license system, which shall remain the responsibility of Bluewater) including without limitation attendance at any associated court appearances and legal proceedings, and shall exercise the enforcement authority contained within the By-law and the enforcement by-law;
- dd. Appear on behalf of Bluewater in the prosecution of any municipal by-law or provincial offense notice/matters that are contested;
- ee. Make recommendations to Bluewater in cases where other By-law enforcement proceedings are necessary or desirable, including the commencement of summary proceedings, dog destruction orders under the Dog Owners’ Liability Act or civil injunction proceedings for enforcement of the By-law;
- ff. Assist Bluewater in all legal enforcement proceedings with the retained prosecutor, including all required court appearances;

- gg. Remit to Bluewater not less than monthly all revenue received in the course of providing the Services;
- hh. Keep a detailed record of accounts and activities in relation to the Services;
- ii. Prepare and deliver to Bluewater a quarterly report including at a minimum the following information:
 - Number of tickets, offence notices and warning notices issued;
 - Number and types of animals impounded, redeemed and euthanized;
 - Impoundment, boarding, adoption and ticket fine revenues received;
 - Number and types of complaints received; and
 - Number of hours spent on patrol and complaint response, with such information to cover both the reporting period and the year-to-date;
- jj. Pursue on Bluewater behalf any civil remedy, including but not limited to dog destruction orders, injunctions or civil proceedings, authorized by resolution of the Municipality;
- kk. Obtain proof that a current dog license has been obtained and paid for in accordance with the By-law before releasing any impounded dog;
- ll. Maintain a monthly record of any reported dog bites which have occurred in that month, including information concerning the severity of the bite, the breed of the dog, the name and address of the dog owner, if known, the name of the person bitten and the details of any charges under the By-law or other legislation or regulations;
- mm. Ensure that the Animal Control Officers assigned to carry out work covered by this Contract:
 - Have the skills, training and qualifications required to provide the Services;
 - Are thoroughly informed of the provisions of applicable By-laws, fine levels and offence descriptions;
- nn. Allow officers and employees of Bluewater acting in the course of their duties access at all reasonable times to records maintained by the Contractor under this Contract;
- oo. Provide after-hours emergency call-out service or extended shifts, whichever is applicable, for serious incidents that require Services, including assistance to Police, Fire, and other By-law Enforcement, and in relation to attacks by dogs on people or animals, injured animals, and other extraordinary situations deemed to involve public safety in relation to domestic animals;
- pp. Provide all vehicles, equipment, supplies, clothing, labour, materials, offices, facilities and things whatsoever required for the provision of the Services;

- qq. Respond to all requests for pick-up of confined animals during the hours of 8:00 a.m. to 8:00 p.m. every day of the year. The term “confined” shall mean “kept or restricted within certain limits” such as but not limited to the animal being kept or restricted to the interior of a garage or fenced in area;
- rr. Pick up stray dogs and cats and, in addition, will also respond to requests to pick up other injured or sick animals, confined where possible, such as raccoons, skunks, possum etc. only as requested and authorized by the municipality when possible;
- ss. Shall play an integral role in Kennel License reviews including conducting kennel licensing and/or complaint inspections;
- tt. Shall play an integral role in by-law enforcement and vicious dog matters including responding to dog attacks, dogs to be deemed as vicious, identified as Pit Bulls, and all Dog Owner Liability Act processes;
- uu. Provide patrols upon request and pound facilities where dogs are found to be running at large;
- vv. Provide names of employees to be appointed as By-law Enforcement Officers to the municipality for the purposes of enforcement of Animal Control By-laws and appointment of an Animal Control Officer(s);
- ww. Be in compliance with the Occupational Health and Safety Act;
- xx. Comply with the Municipal Freedom of Information and Protection of Privacy Act, with respect to any personal information that comes into the Contractor’s possession in the course of its performance of the Services;
- yy. Confirm that the Respondent will act as an independent contractor.

Respondents must note that the Municipality of Bluewater, may choose a contract start date, term or other conditions based on the respective municipality’s needs and within the scope of this RFP.

Section 3 Proposal Submission Requirements

Proposal Submission

For the Municipality of Bluewater to evaluate Proposals fairly and completely, Bidders shall provide all the information requested in the format set out in the RFP. Failure to provide all required information as detailed in this section may result in the Bidder being disqualified or scoring poorly in the evaluation.

The proposal document should be structured in sections that refer to the headings addressed in the Request for Proposals and should be numbered and tabbed accordingly.

The proposal document must include the forms found in *Section 5–Bid Forms* at the beginning of the proposal document.

The proposal must convey a clear understanding of the work to be undertaken as described in the Scope of the Work. It is understood and expected that the proponent can undertake this work and can develop and carryout a comprehensive research and strategy process. At a minimum, the proposal must specifically address all requirements as outlined in this RFP.

Clarity, style, organization, visual impact, vision, scope and ability to clearly articulate information are factors that should be considered when preparing the proposal.

Proposals are to be submitted in two (2) sections following the format described below, using the numbering scheme indicated:

Section A: Technical Proposal (Maximum of 15 pages):

1. Signed Covering Letter
2. Table of Contents
3. Understanding of the Contract
4. Company Team (Project Manager, Team Members, Key Project Personnel)
5. Experience
6. Supporting Information (Appendices, etc.) if applicable
 - a. Curriculum Vitae
 - b. Supplementary Experience Summaries
 - c. Other

Section B: Financial Proposal

To be submitted separately in a sealed envelope.

Proponents are requested to provide a financial budget with the upset price including HST in a separate sealed envelope as part of the submission.

The prices shall be firm and fixed and will not be exceeded unless approved in writing in advance. It is the responsibility of the proponent to determine if other taxes, levies, or fees are applicable and to include them in the proposed prices. All costs are to be set out in a concise format excluding applicable taxes.

Proponents must include a section that contains:

- An Upset Price - The price to complete each part of the project described in the Scope.
- The details of the following in relationship to work outlined in the RFP:
 - Fees for professional service;
 - Sub-contractor services (if applicable);
 - Disbursements (e.g. travel, reproduction, telephone, meetings, etc.); and
 - Subtotal (Excluding HST)
 - Total (Including HST)

Section 4 Evaluation of the Proposals

Evaluation Criteria, Process and Award

Proposals will be reviewed and evaluated by the Project Leader to determine which submission best meets the needs for the project. Proponents may be asked to present their proposal at a prescheduled time during business hours.

As part of the evaluation process, the Municipality of Bluewater may contact one or more Bidders to clarify or obtain more information about their Proposal or to request the Bidder to exhibit or otherwise demonstrate the information contained therein. The purpose of these discussions will be to ensure full understanding of the requirements of the RFP and Proposal. The Project Leader will only hold discussions with Bidders who have submitted a Proposal deemed to be reasonably acceptable for Award.

The Municipality of Bluewater may make an Award on the basis of the Proposals received without further discussion with the Bidders. Therefore, each initial offer should contain the Bidder's best terms/information, including all required documentation as listed in this RFP.

The Project Leader will recommend Award to Council for the Bidder achieving the highest combined score based on the rated criteria below.

Evaluation Criteria

Proposals will be evaluated in accordance with the following evaluation criteria:

- | | |
|--|-----|
| a) Company | 35% |
| • Experience and qualifications of Manager (25%) | |
| • Experience and qualifications of Staff (10%) | |
| b) Company Information | 40% |
| • Company background (10%) | |
| • Company experience (30%) | |
| c) Project Price | 25% |

The successful Bidder will be notified of the Award in writing to the address given on the Form of Proposal, and/or may be contacted via email or verbally by the Project Leader.

Section 5 Bid Forms

Attn: Aaron Stewardson, Manager of Development Services/Chief Building Official
The Corporation of the Municipality of Bluewater
14 Mill Avenue,
Zurich ON, N0M 2T0

Company name of bidder to be marked envelope on Envelope.

1. RFP for By-Law Enforcement, Animal Control Services and Kennel Services

Documents to be enclosed with this form including but not limited to:

- One (1) original complete proposal, properly signed and sealed and clearly marked as to its contents.
- One (1) Financial proposal (in a separate sealed envelope)
- Bid Form Documents
 - Bidder Information Form
 - Schedule of Items & Prices
 - Agreement to Submit Bids

Upon award, an insurance and WSIB certificate will be required.

2. Bidder Information Form

Bidder Name: _____

Respondent's Main contact: _____

Complete Mailing Address: _____

Office Phone Number: _____

Toll Free Number: _____

Fax Number: _____

Email Address: _____

HST Account #: _____

3. Acknowledgement to Receipt of Addenda

Addendums Acknowledged: _____ OF _____

4. Agreement to Submit Bid

To: The Municipality of Bluewater, Hereinafter 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 Section 1: Introduction and General Instructions; Section 2: Scope of Work and Project Requirements; Section 3: Proposal Submission Requirements; Section 4: Evaluation of the Proposals; and Section 5: Bid Forms.

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, tariffs, 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 they are duly authorized to execute this bid.

Bidder's Signature and Seal: _____

Print Name: _____

Position: _____

Email Address: _____

Witness: _____

Position: _____

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

Dated at _____ (Town/City)

This _____ Day Of _____ 2025