



| REQUEST FOR PROPOSALS | |
|------------------------|---|
| Title | By-Law Enforcement |
| Requirement | Contract for service to enforce By-laws within the Municipality of Kincardine |
| RFP# | LS-2025-03 |
| Issued By | The Municipality of Kincardine 1475 Concession 5 Kincardine, Ontario, Canada N2Z 2X6 |
| Bid Submissions Email: | Bids must be emailed to: tenders@kincardine.ca |
| Pre-Bid Meeting | N/A. |
| Bidder Questions | Questions and requests for changes to this RFP must be submitted to the Bid Submissions email above. |
| Last Day for Questions | 4:00:00 PM ET on October 3, 2025 |
| Submission Deadline | Bids must be fully received by the Municipality's system by 2:00:00 PM ET on October 10, 2025. |
| Municipality Contact | Jennifer Lawrie, Manager of Legislative Services 1475 Concession 5, RR # 5, Kincardine ON, N2Z 2X5 jlawrie@kincardine.ca 519-396-3468 x 7111 |
| Contract Terms | https://www.kincardine.ca/media/iwxnlonm/po-terms-and-conditions.pdf |

PART 1: BID PROCESS

1. Introduction

The Municipality of Kincardine is seeking a qualified by-law enforcement firm to provide the services as specified in the Scope of Work (SOW) in Part 2 of this RFP.

2. Definitions

Capitalized terms have the meaning assigned on the cover page or as otherwise assigned in this RFP document.

3. Non-Binding Process

This is a non-binding bidding process and no legal obligations regarding the procurement of any good or service will be created until Municipality, and the selected Bidder have confirmed a contract for the goods and services.

Municipality may choose to select or not select any Bidder and may cancel this RFP at any time. A Bidder may withdraw its bid at any time before confirming acceptance of the contract.

4. Bidder Questions

Bidders should submit questions to the Municipality Contact before the Last Day for Questions. The Municipality will make reasonable efforts to respond to all Bidder inquiries by issuing a clarification or addenda to this RFP to all invited suppliers. Questions received after the Last Day for Questions may not be addressed.

5. Bid Evaluation and Ranking

Compliant Bids will proceed to the evaluation phase and be ranked based on the highest scoring Bid that achieves the minimum required score for each component of the evaluation:

| Component | Evaluation Method | Minimum Required Score |
|---------------------------------|---------------------------------|-------------------------------|
| PASS/FAIL Business Requirements | Pass/Fail | Pass |
| Technical Bid | Scored out of 100 points | 70 out of 100 (70%) |
| Financial Bid | Scored out of 50 points | 30 out of 100 (30%) |
| Total Score | Scored out of 150 points | |

Once evaluated and ranked, the top-ranked Bidder will be selected, and Municipality will proceed to the pre-contract verification stage.

6. Pre-Contract Verification

Prior to finalizing the contract with the selected Bidder, the Municipality may perform a due diligence review and verify information provided in the selected Bid and confirm the selected Bidder's willingness and ability to perform the contract.

The Municipality may choose not to contract with the selected Bidder if the Municipality becomes aware of information that indicates, in the Municipality's reasonable opinion, that: i) the Bidder is incapable of delivering the work in accordance with their Bid and RFP requirements, or ii) it is not in the best interest of the public or the Municipality to award the contract to the highest Bidder, such as where there is evidence of criminal activity, false statements, professional misconduct, insolvency, or a history of significant or persistent deficiencies in performance or iii) for any other reason that the Municipality determines may represent an unacceptable risk to the Municipality.

7. Contract Finalization

Following successful completion of the pre-contract verification process, the selected Bidder will be notified of the award of contract and, subject to the Municipality's receipt of required proof of insurance, WSIB clearance certificate (as applicable) and other required material, a purchase contract will be finalized.

PART 2: SCOPE OF WORK

1. INTRODUCTION

The Municipality of Kincardine is a lower-tier municipality within the County of Bruce with an estimated population of 12,000 located on the shores of Lake Huron in Ontario, Canada. The Municipality consists of urban centres, an extensive beachfront and rural areas. For more information visit kincardine.ca.

The Municipality currently has contracted by-law enforcement services that attend to approximately 155 Animal Control calls, 723 By-law enforcement calls (i.e. Property Standards, Clean and Clear Yards and Public Nuisance) and patrol parking areas and issue 435 tickets per year.

The Municipality of Kincardine is seeking a qualified by-law enforcement firm to ensure compliance of by-laws as described in the general scope of work, within the Municipality of Kincardine.

2. CONTRACT TERM

The Contract is effective as of the Contract Effective Date and shall continue for a period of 3 years. Municipality may, in its sole discretion by written notice, extend the term of the Contract for up to 2 years, which may be implemented in a single extension, or multiple Contract extensions. Together the initial term and any extension thereof are the “**Term**”.

3. SERVICES

(a) GENERAL SCOPE OF SERVICES

The Contractor will ensure that the by-laws of the Municipality, as they relate to the entirety of the Municipality of Kincardine will be enforced. These services shall include but not be limited to the following:

- i) Issuing parking infraction notices, certificates of offence, warnings and orders in accordance with the approved by-laws of the Municipality
- ii) Performing Canine Control Services including collection and delivery of the dogs to a pound or Animal Control Facility, including producing documents required to lay charges under the Dog Owners Liability Act.
- iii) Attending and investigating by-law complaints.

- iv) Conducting inspections and follow-up until violations are resolved.
- v) Providing dispatch services and be the primary contact for communication with the public and complainants.
- vi) Tracking all cases with an interactive reporting system (e.g. Monday.com) that provides access to Municipal Staff.
- vii) Enforcing By-laws including but not limited to:
 - Property Standards By-law 2019-123
 - Clean and Clear Yards 2019-124
 - Public Nuisance By-law 2022-062
 - Traffic and Parking By-law 2019-165
 - Refreshment Vehicle By-law 2022-092
 - Dog Control By-law 2024-159
 - Noise Control By-law 2021-105 and
 - The provisions of by-laws requiring the issuance of tickets or certificates of offence.
- viii) Providing enforcement assistance for the following by-laws:
 - Sign By-law 2003-136
 - Kincardine Zoning By-law 2025-052
 - Private Tree By-law 2021-140
 - Open Air Burning 2017-136
 - Fireworks By-law 2018-040
- ix) Furnishing and maintaining all equipment and supplies considered necessary for conducting the work in an acceptable manner. This includes but is not limited to uniforms, Personal Protective Equipment (PPE), and transportation. Municipality will provide equipment required to issue infractions in accordance with our Electronic Ticketing System.
- x) Retaining and paying for all licences, permits and qualifications required by law or statute or regulations for officers.
- xi) Appearing before the court when required, and providing necessary statements and evidence related to the notices, offences and orders. This includes furnishing to the Municipality, such notes, documentation and photos as required for any investigations undertaken in the performance of services under this agreement.
- xii) Dispatching or message reception services which are capable of accepting messages from individuals regarding by-law infractions.
- xiii) Providing trained and experienced personnel fully equipped to fulfill the operational requirements detailed in this RFP.

xiv) Providing Livestock Evaluator services

(b) DESCRIPTION OF SERVICE DELIVERABLES

| Deliverable | Description |
|--------------------|--|
| Regular Hours | Trained officers 40 hours per week, 7days/24hour Enforcement Services |
| Summer Hours | Trained officers 12 hours per day, 7 days a week Enforcement Services July 1-August 31 |
| Holiday Hours | Any additional fee for Enforcement Services on a Statutory holiday |
| Dispatch Services | Receive complaints by phone and/or electronically and dispatch Enforcement Services |
| Court Attendance | When necessary |
| Reporting | Maintain records in an electronic system accessible to municipal staff. In person and/or virtual meetings when required with municipal staff. |
| Council Appearance | Annual attendance at Kincardine Council meeting to provide update. |

4. CONTRACT REPRESENTATIVE

Municipality's representative for all matters concerning this Contract and the services shall be:

Jennifer Lawrie, Manager of Legislative Services
 1475 Concession 5, RR # 5, Kincardine ON, N2Z 2X5
jlawrie@kincardine.ca | 519-396-3468 x 7111

5. POLICIES

The Contractor must comply with the following Municipality policies:

- The Health and Safety Agreement and Contractor Qualification Checklist, which can found by visiting our website at <https://www.kincardine.ca/our-services/bids-and-tenders/>

6. INSURANCE

The following insurance apply to and form part of the contract:

| Insurance | Minimum Coverage Limits | Required Yes/No |
|--|--|-----------------|
| <p>Commercial General Liability insurance, underwritten by an insurer licensed to conduct business in the Province of Ontario or a limit of not less than <i>[see next column]</i> per occurrence, an aggregate limit of not less than <i>[see next column]</i>, within any policy year with respect to completed operations, and a deductible of not more than <i>[see next column]</i>. This policy shall include but not be limited to:</p> <p>Name Municipality as an additional insured Cross-liability and severability of interest Blanket Contractual Products and Completed Operations Premises and Operations Liability Personal Injury Liability Contingent Employers Liability Owners and Contractors Protective Broad Form Property Damage Non-owned automobile liability The policy shall include 30 calendar days' notice of cancellation.</p> | <p>\$5M per occurrence \$5M minimum aggregate limit within a policy year \$100,000 maximum deductible</p> | YES |
| <p>Professional Liability or Errors and Omissions insurance in the amount of not less than <i>[see next column]</i> providing coverage for acts, errors and omissions arising from their professional services</p> | <p>\$1M coverage</p> | N/A |

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| <p>performed under this Agreement. The policy deductible shall not exceed [<i>see next column</i>] per claim and if the policy has an aggregate limit, the amount of the aggregate shall be not less than double the required per claim limit. The policy shall be underwritten by an insurer licensed to conduct business in the Province of Ontario. The policy shall be in place for the Term of the Contract and shall be renewed for 2 years after termination or expiration of the contract. A certificate of insurance evidencing renewal is to be provided each year. If the policy is to be cancelled or non-renewed for any reason, 30 calendar day notice of said cancellation or non-renewal must be provided to Municipality.</p> | <p>\$100,000 maximum deductible</p> | |
| <p>Computer Security and Privacy Liability insurance covering actual or alleged acts, errors or omissions committed by, or on behalf of the Contractor, its agents, employees or subcontractors. The policy shall also extend to include the wrongful acts of the Contractor, its employees or subcontractors. The policy shall expressly provide, but not be limited to, coverage for the following perils: (i) unauthorized use/access of a computer system; (ii) defense of any governmental authority action involving a breach of privacy; (iii) failure to protect confidential information (including, personal Information and commercial information) from disclosure; and (iv) notification costs, and mitigation costs including but not limited to forensics, public relations, and identity restoration costs. The policy(s) shall have limits of liability of at least [<i>see next column</i>] per occurrence or event and [<i>see next column</i>] in the aggregate. If the policy is to be cancelled or non-renewed for any</p> | <p>\$2M per occurrence \$5M in the aggregate</p> | <p>N/A</p> |

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| reason, 30 calendar day notice of said cancellation or non-renewal must be provided to Municipality. | | |
|--|--|--|

Certificate of Insurance. The Contractor shall provide a Certificate of Insurance evidencing the required coverage before the commencement of Work and shall be required to ensure the coverage is maintained throughout the Term of the Contract. Any claims-made policy needs to be maintained for at least 24 months following termination or expiration of the Agreement.

Additional Insured. At Contractor’s sole expense, Municipality, its affiliates and each of their respective officers, directors, agents and employees (the “**Municipality Entities**”) shall be named as Additional Insureds on a primary basis on all liability policies with the exception of professional liability/errors and omissions.

Primary Coverage. The Contractor’s insurance shall be primary coverage and not additional to and shall not seek contribution from any other insurance policies available to Municipality. The policy shall contain the insurer’s waiver of any rights of subrogation and indemnity or any other claim to which the insurer might otherwise be entitled against Municipality Entities.

Notice of Cancellation or Changes. Except as otherwise approved by Municipality, the policies shall be endorsed to provide Municipality with not less than 30 calendar days written notice in advance of any cancellation, change or amendment which restricts coverage such that the Contract requirements are no longer met.

Insurance Not to Affect Other Contract Obligations. Insurance procured by Contractor shall not reduce or limit Contractor’s contractual obligation to indemnify and defend Municipality as provided in the Contract.

7. WSIB CLEARANCE REQUIREMENT

As a condition precedent to entering into the Contract, the Contractor must deliver to Municipality a clearance certificate from the Workplace Safety Insurance Board (WSIB).. Municipality may provide written notice to the Contractor of waiving the requirement for a clearance certificate upon receiving proof satisfactory to Municipality that WSIB coverage is not required. The Contractor shall indemnify and save harmless Municipality from all WSIB fines and

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penalties related to the Contractor's failure to provide a clearance certificate or pay WSIB premiums when due.

TECHNICAL BID FORM

| | |
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| The full legal name of the Bidder: | |
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Bidders must provide the information requested below and submit this, in the same format as requested, as their Technical Bid. This form may be reproduced by the Bidder for purposes of the Technical Bid.

RATED REQUIREMENTS

| | |
|--|--|
| 1. Company Background and Experience | Maximum Points: 25 out of 100 |
| Requested Information: Bidders should provide the following information for evaluation: <ul style="list-style-type: none"> • A description of the Bidder's business and nearest locations of operations, how many years the firm has been in business in Ontario, and the range or services currently offered. • Bidder's experience supplying, maintaining and supporting the Goods specified in the Scope of Work. • Biography of key personnel | |

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| 2. Project Team and Key Individuals | Maximum Points: 25 out of 100 |
| Requested Information: Bidders should provide the following information for evaluation: <ul style="list-style-type: none"> • Provide CV's for the key staff that includes a description of at least 2 similar scope of works the key staff have been involved in. | |

- Provide the structure and members of the proposed team that will be assigned to the contract. Include internal reporting lines for each member and provide a description of the role and responsibilities of each person.
- Provide the minimum qualifications required for team members.

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| 3. Services | Maximum Points: 50 out of 100 |
| <p>Requested Information:</p> <p>Bidders should provide the following information for evaluation:</p> <ul style="list-style-type: none"> • Describe how animal control calls for services are managed including reporting on status and how actions are followed up. • Describe how by-law enforcement calls for services are managed including reporting on status and how actions are followed up. • Describe parking enforcement experience and how patrols are managed. <p>The Municipality of Kincardine may be implementing Short Term Rental Accommodations Licencing in 2026. For information purposes only, please describe any experience with Short Term Rental Accommodation Licencing. (Note: This will not be evaluated as a component of the RFP).</p> | |

BID SUBMISSION FORM AND PRICING

1. Bidder Information

| | |
|---|--|
| The full legal name of the Bidder: | |
| Bidder Address: | |
| Bidder Contact Person (name, title): | |
| Telephone: | |
| Email: | |

2. Pricing

The Bidder's pricing for the services described in the SOW, Part 2:

| Service Rates | Hourly Rate | Total Price |
|---|-------------|-------------|
| 3-year contract – Year 1 | | \$ |
| 3-year contract – Year 2 | | \$ |
| 3-year contract – Year 3 | | \$ |
| Extension year 1 | | |
| Extension year 2 | | |
| Dispatch Services – Annual Fee | | \$ |
| TOTAL BID PRICE (excluding HST) | | \$ |

All prices must be in Canadian dollars, are exclusive of HST and other applicable taxes, but must include all other costs, charges and expenses associated with providing the goods and/or services specified in the Scope of Work.

Lump sum pricing will be invoiced on achievement of milestones agreed by the parties. Time and materials pricing will be invoiced monthly.

3. References

Three relevant references must be provided. References may be contacted to verify the information provided in the Bid Form.

| | Reference 1 | Reference 2 | Reference 3 |
|---|-------------|-------------|-------------|
| Reference Client : | | | |
| Reference Contact person: | | | |
| Address: | | | |
| Email: | | | |
| Phone number: | | | |
| Engagement title: | | | |
| Description of Project (project size, completion date, role of Bidder): | | | |
| Location: | | | |

4. Bidder Acknowledgements

The Bidder acknowledges that the RFP process is non-binding and does not create contractual obligations between Municipality and the Bidder. There is no intention to enter into what is commonly referred to as “Contract A”, and no contractual relationship will be formed until Municipality enters into contract with a bidder for performance of the services or supply of goods as applicable.

**ON BEHALF OF BIDDER, I UNDERSTAND AND ACCEPT THE TERMS OF THE RFP
PROCESS:**

| | |
|-------------------|--|
| Signature: | |
| Name: | |
| Title: | |
| Date: | |

This form may be executed by hand-written or electronic signature.