



REQUEST FOR PROPOSAL

BYLAW ENFORCEMENT OFFICER SERVICES

The Town of Oliver invites request for proposals from corporations or individuals for Bylaw Enforcement Officer Services for the Town of Oliver for the period of August 10, 2015 to December 31, 2018.

A full list of contract requirements, RFP documents and additional information may be obtained by contacting the Town office at 250-485-6200 or on the Town's website www.oliver.ca.

Sealed proposal submissions must be submitted no later than **2:00 PM, Friday, July 10, 2015**, and must be clearly marked and submitted to the attention of the Deputy Corporate Officer.

Selection of the successful contractor may be based on several factors, including but not limited to bid prices and demonstrated experience. The lowest proposal will not necessarily be accepted.

Cathy Cowan
Corporate Officer



**Request for Proposals
Bylaw Enforcement
Officer Services**

DEADLINE FOR SUBMISSION IS 2:00 PM ON JULY 10, 2015



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1.0 GENERAL DESCRIPTION OF REQUIREMENTS

The Town of Oliver bylaw enforcement services consist of enforcing safety and regulatory requirements. The Town's objectives with respect to the bylaw enforcement services are as follows:

- Enforcement of municipal bylaws;
- Animal Control including pursuing and capturing dogs;
- Working cooperatively with the RCMP in maintaining the peace with respect to municipal bylaws and property;
- Beginning August 10, 2015, the Contractor will be required to provide bylaw enforcement services within the Town of Oliver boundaries.

2.0 REQUIRED SKILLS, ABILITIES, AND KNOWLEDGE

The Bylaw Services Officer(s) shall have the following skills, abilities and knowledge:

- Ability to interpret and administer Town Bylaws.
- Willingness to take training and workshops to enhance skills.
- Demonstrated ability to deal courteously, tactfully and diplomatically with members of the public and other contractors.
- Proven experience with bylaw enforcement, security services, and/or animal control.
- Ability to communicate effectively orally and in writing.
- Courses taken in Bylaw Enforcement through the Justice Institute of British Columbia would be an asset.

3.0 TERM

The term of the contract will be for the period commencing on August 10, 2015 and ending December 31, 2018.

4.0 INDEPENDENT CONTRACTOR RESPONSIBILITIES

The duties and responsibilities of the Bylaw Services Officer(s) shall include but not be specifically limited to the following:

- answering public inquiries with respect to town bylaws and other relevant municipal regulations or policies;
- regularly patrolling the Town on foot, by motor vehicle or by bicycle, as appropriate;
- investigating, addressing and resolving complaints with respect to possible bylaw infractions;
- writing and issuing warning letters, municipal tickets or other notices required to enforce the Town's bylaws;
- arranging for illegally parked cars to be towed;
- preparing for and attending any legal proceedings with respect to bylaw enforcement, as necessary;
- distributing information brochures;
- detaining and transporting dogs found at large in the Town to the Town's impoundment facility and ensuring all detained dogs are provided with adequate water and food while in the facility;

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- maintaining the Town's impoundment facility to an appropriate standard of cleanliness and safety;
- delivering to the Town quarterly, a report to Council including the following information:
 - the number of hours worked (broken down by title of bylaw enforced);
 - a list of inspections or meetings with respect to bylaw enforcement;
 - a description of complaints and compliments received from members of the public regarding bylaw enforcement;
 - details of disbursement claimed for that quarter; and
 - any other information required by the Town; and
- maintaining Town records with respect to the forgoing;
- patrol for the purposes of bylaw enforcement the Town's public parks and trails.

5.0 INDEPENDENT CONTRACTOR'S REQUIREMENTS

The Town of Oliver will require the successful bidder, herein after designated as the Independent Contractor, to execute a contract with the Town for the provision of Bylaw Services Officer services. The requirements of the independent contractor are outlined in the sample agreement attached to these documents.

6.0 STAFFING

- The Town permits the Independent Contractor to employ additional staff.
- Council shall require the necessary information to approve and appoint any staff employed by the Independent Contractor as a Bylaw Services Officer. All Bylaw Officer's must have appointment of Council by resolution and must take Oath of Office prior to being permitted to act as Bylaw Officer for the purpose of issuing tickets.

7.0 THE TOWN'S RESPONSIBILITIES

- Council shall duly appoint the Independent Contractor and any staff, if required, as Bylaw Services Officers pursuant to the *Community Charter*.
- The Town shall supply all tickets, notices stationary and other necessary clerical supplies required by the Independent Contractor in performing the agreed services.
- The Town shall supply all dog tags required by the Contractor in performing the agreed services.

8.0 TERMINATION

- The Town will reserve the right to terminate the contract for actions of the Contractor in breach of the contract documents continuing for ten (10) days after written notice has been given by the Town.
- The Town and the Contractor shall have the right to terminate the contract upon provision of thirty (30) days' notice in writing.

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9.0 REQUEST FOR PROPOSALS SUBMISSIONS

Submissions for the provision of Bylaw Enforcement Officer(s) services shall be submitted on the forms provided. (See Page 6) Applicants are encouraged to provide additional information as may be considered appropriate to describe their qualifications and experience relative to the requirements of these documents. All submissions must be delivered in a sealed envelope clearly marked "**Bylaw Enforcement RFP**" to:

Deputy Corporate Officer
Town of Oliver
Box 638
6150 Main Street
Oliver, BC V0H 1T0

The Town reserves the right to reject any or all proposals; the lowest will not necessarily be accepted.

The Town reserves the right to waive informalities in or reject any or all proposals or accept the proposals deemed most favorable in the interest of the Town.

Awards shall be made on proposals that will give the greatest value based on quality, service and price. Preference shall be given to local suppliers where quality, service and price are equivalent.

10.0 PURCHASING POLICY – LOCAL SUPPLIERS

To ensure the Town receives the best value possible on goods and services it procures. Where possible, this will be done through local suppliers. However, if the prices charged by local suppliers are higher and/or if their quality, service or delivery terms are inferior, purchases will be made non-locally.

A, "local" supplier shall mean in the order of preference as listed below:

- An in-town business with a local business license; or,
- An Area "C" business with a local business license.

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REQUEST FOR PROPOSAL FORM

NAME/COMPANY: _____

CONTACT PERSON: _____

ADDRESS: _____

PHONE: _____ **FAX:** _____

E-MAIL: _____

TO:

Town of Oliver
6150 Main Street
Box 638
Oliver, BC V0H 1T0

Town of Oliver:

In response to the Request for Proposal, for the provision of Bylaw Enforcement Officer(s) Services, the Undersigned has carefully examined and completely understands the Request for Proposal documents and offers to provide Bylaw Enforcement Officer(s) services for price quoted in the Request for Proposal Form.

The undersigned acknowledges and agrees as follows:

After acceptance from the Town of Oliver and prior to commencement of Bylaw Enforcement Officer's services, provide confirmation of insurance and confirmation of Workers' Compensation Board coverage as specified in these contract documents.

To execute a contract for the provision of Bylaw Enforcement Officer(s) services in accordance with the contract documents.

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Part 1 Prices

An hourly price (subject to CPI adjustments) for the provision of Bylaw Enforcement Officer(s) services for a period commencing August 10, 2015 to December 31, 2018.

\$ _____ per hour.

An hourly price (subject to CPI adjustments) for the provision of security coverage for a period commencing August 10, 2015 to December 31, 2018.

\$ _____ per hour.

Part 2 Supplementary Information

1. Experience with bylaw enforcement, security services and/or animal control (please describe).

2. Experience and capabilities with interpretation of bylaws and/or other legislation. (please describe).

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3. Experience in dealing with the public (please describe and provide references).

4. Experience with Municipal Ticketing systems and procedures:

5. Education obtained with respect to Bylaw Enforcement Duties:

Dated at _____ this _____ day of _____, 2015.

Name of Corporation or Individual

Authorized Signatory of Corporation or Individual

BYLAW ENFORCEMENT SERVICES AGREEMENT

This Agreement made the ____ day of _____, 2015 is

BETWEEN:

TOWN OF OLIVER, a municipal corporation having its offices at 6150 Main Street, P.O. Box 638, Oliver, British Columbia, V0H 1T0

(the "Town")

AND:

(the "Contractor")

GIVEN THAT:

- A. The Town wishes to retain the services of the Contractor to provide bylaw enforcement services as set out in Schedule "A" to this Agreement (the "Services"); and
- B. The Contractor has agreed to provide the Services to the Town on the terms and conditions set out in this Agreement.

THIS AGREEMENT IS EVIDENCE that in consideration of the mutual covenants and agreements contained herein, the Town and the Contractor agree:

Nature of Agreement

1. This is an agreement for the performance of services and the Contractor is engaged as an independent contractor under this Agreement for the sole purpose of providing the Services. Neither the Contractor nor any of the Contractor's employees or permitted subcontractors is engaged by the Town as an employee or agent of the Town.
2. The Contractor shall be solely responsible for any and all remuneration and benefits payable to the Contractor's employees, and all payments or deductions required to be made by any enactment, including those required for Canada Pension Plan, employment insurance, workers' compensation or income tax.
3. If any third party, including but not limited to, the Crown in the Right of Canada, the Crown in the Right of British Columbia, and any of their agencies, departments, commissions or ministries, makes a claim against the Town for monies allegedly owed under this Agreement, the Contractor shall indemnify the Town for any such claims.

Definitions

4. **Goods and Services Tax (G.S.T.)** means goods and services tax or any similar sales tax, value added tax, multi-stage tax, business transfer tax, or any other tax payable under the *Excise Tax Act* (Canada) or any replacement legislation.

Term

5. This Agreement shall commence on August 10, 2015 and terminate on December 31, 2018, subject to earlier termination in accordance with this Agreement.

Character of Contractor's Employees

6. The Contractor shall only employ workers properly trained in the scope of their responsibilities, and who demonstrate a cooperative and helpful attitude when dealing with Town staff members and members of the public. When directed by the Town, the Contractor shall replace and shall not again assign without the consent of the Town, any contractor's employee who is incompetent, abusive, or who is not demonstrating a cooperative and helpful attitude towards Town Staff and members of the public.

Termination Upon Default

7. The Town may terminate this Agreement upon the default of the Contractor if the Contractor has not cured the default within 10 days after notice of the breach has been given to the Contractor by the Town.

Termination

8. Either party may terminate this Agreement by providing 30 days' notice in writing to the other party.

Supplies and Equipment

9. The Contractor shall supply all equipment and products required to properly provide the Services, except Town tickets, notices and other official Town stationary and identification, which shall be provided by the Town.
10. The Contractor must supply his/her staff a cellular telephone.
11. The Contractor shall provide uniforms, including alterations, mending and cleaning for all his/her staff, at the Contractor's sole expense.
12. The Contractor will provide necessary vehicle(s) in performance of the Services as may be necessary to fulfill the requirements of the contract, at the Contractor's sole expense.
13. The Contractor's must have signage with a company logo on each side of his or her vehicle(s), plus a caption reading "Town of Oliver Bylaw Enforcement/Animal Control".

Contractor's Availability to Perform Services

14. The Contractor or his designate must provide a 15 minute response time to complaints.
15. The Contractor recognizes that the Services may need to be provided on an "on-call" basis. The Contractor shall notify the Town of the cellular telephone number for this phone.
16. The Contractor must be reachable from 6:00 a.m. until midnight, seven days per week.

Remuneration and Reimbursement

17. The Town shall pay the Contractor a flat fee of \$ _____ per hour plus applicable taxes to perform the Services (the "Fees"). The Contractor acknowledges that the Town expects the performance of the Services to be as follows:
 - a) The Contractor shall be required to work on average 80 hours per month for the months of January, February, March and December.
 - b) The Contractor shall be required to work on average 100 hours per month for the months of April, September, October and November.
 - c) The Contractor shall be required to work on average 160 hours per month for the months of May, June, July and August.
 - d) The Contractor shall be required to work on average 125 hours per month for the months of May, June, July and August to deal strictly with Park and Trail patrols and infractions.
 - e) The Contractor may be required to work an additional 175 hours for park enforcement, **subject to budget approvals and at the discretion of the Town each year.**
 - f) The Contractor may be required to work up to 60 hours per year for additional bylaw enforcement services **at the discretion and with prior written permission of the Town.**
18. The Contractor is required to perform additional "Security Coverage" between the months of June to October of up to 8 hours per week between the hours of 12:00 am to 4:00 am, at the discretion and with prior written permission of the Town. "Security Coverage" means providing the RCMP assistance in dealing with such matters as animal control, noise complaints, and other bylaw enforcement issues. The flat fee hourly rate for the "Security Coverage" will be \$ _____ per hour plus applicable taxes.
19. All out-of-pocket expenses such as court filing fees, legal counsel, dog board fees and dog disposal charges shall be paid by the Town.

20. The fee will be adjusted on the anniversary of the contract by the amount of the Consumer Price Index for British Columbia for the immediately preceding calendar year.
21. The Contractor shall submit a monthly invoice for the disbursements to the Town on or before the third business day of each month, not in advance.
22. The amounts paid to the Contractor shall be inclusive (except for G.S.T. as applicable). The Town shall pay the Contractor the Fees within 15 days after receipt of an invoice from the Contractor.

Workers' Compensation Board Coverage

23. The Contractor shall apply to the British Columbia Workers' Compensation Board for coverage and shall provide evidence of the Board's decision in this regard to the Town within one (1) business day of receiving notice of the Board's decision.

Insurance

24. The Contractor shall obtain and maintain at all times comprehensive general liability insurance for a minimum of \$2,000,000, naming the Town as an additional named insured. The Contractor shall deliver the insurance policy to the Town prior to execution of the Contract, and periodically thereafter on request of the Town.

Release and Indemnity

25. The Contractor hereby releases and discharges and agrees to indemnify and save harmless the Town and its elected and appointed officials, officers, employees, agents and contractors, from and against any and all actions, causes of action, claims, suits, demands, liabilities, expenses, damages and other harm, whether arising from death, injury to person, property loss, property damage or consequential loss or damage, which may result from or relate to any breach or default of the Contractor under this Agreement, the performance or intended performance by the Contractor of the services to be performed under this Agreement, or any incident, occurrence, wrongful act, omission, or negligence of the Contractor or his or her servants, agents, licensees, subcontractors, or others for whom the Contractor is responsible, provided that this indemnity shall be reduced where and to the extent the same is caused or contributed to by the Town.

Town Representative

26. The Town appoints the Corporate Officer and in her absence the Deputy Corporate Officer, as its sole representatives for the purposes of this Agreement (the "Representatives"). The Representatives are the only person authorized by the Town to communicate with the Contractor with respect to the Services, or to make determinations, decisions and directions under this Agreement. The Contractor may rely on any communication, determination, decision or directive of the Representatives, and agrees that the Town is not bound by any act, omission, communication, determination, decision or direction of any person other than the Representatives.

Fines

27. All fine revenues collected shall be retained by the Town.

Confidentiality

28. The Contractor acknowledges that in the performance of the Services he or she may acquire or be exposed to confidential information of or about the Town, and agrees that any such information of which the Contractor becomes aware, or which the Contractor develops in the provision of the Services, shall be kept confidential by the Contractor and shall not be released or disclosed without the express prior written approval of the Town. The Contractor agrees that the restrictions imposed by this section are reasonable and survive the Term.

Assignment

29. No part of this Agreement may be assigned or subcontracted by the Contractor without the prior written consent of the Town, which consent shall not be unreasonably withheld. Any assignment or subcontract made without the consent of the Town constitutes a breach of this Agreement by the Contractor.

Entire Agreement

30. This Agreement is the entire Agreement between the Town and the Contractor. Neither party has made to the other party any promises or warranties which are not set out in this Agreement.

Changes

31. The parties may change the terms of this Agreement only in writing.

Notice

32. Notices under this Agreement are to be in writing and delivered as follows:

(a) To the Town: Town Of Oliver
6150 Main Street, Box 638
Oliver, B.C. V0H 1T0

(b) To the Contractor: _____

Binding Effect

33. This Contract shall enure to the benefit of and be binding upon the parties hereto, their heirs, executors, administrators, successors and permitted assigns.

Severability

34. Should any portion of this Contract be declared or held to be void, invalid or unenforceable by a court of competent jurisdiction, then that provision shall be severed from this contract and the remaining provisions of this contract shall remain in full force and effect.

Time of the Essence

35. Time is of the essence of this Agreement.

Waiver

36. Waiver of any default by either party must be express and in writing to be effective. Waiver of a particular default does not waive any other default.

IN WITNESS WHEREOF this Agreement was duly executed by the parties hereto as of the day and year first written above.

TOWN OF OLIVER by its authorized signatories:)

_____)
Authorized Signatory)

_____)
Authorized Signatory)

Signed in the presence of:)

_____)
Signature)

_____)
Printed)

_____)
Address)

CONTRACTOR

Authorized Signatory

Schedule A

1. The Contractor shall provide the bylaw enforcement services for the Town, which services include, but are not limited to:
 - (a) answering public inquiries with respect to Town bylaws and other relevant municipal regulation or policies;
 - (b) regularly patrolling the Town on foot, by motor vehicle or by bicycle, as appropriate;
 - (c) investigating, addressing and resolving complaints with respect to possible bylaw infractions;
 - (d) writing and issuing warning letters, municipal tickets or other notices required to enforce the Town's bylaws;
 - (e) presenting to municipal council on bylaw enforcement matters as required;
 - (f) providing input and assistance in revising or updating bylaws, as required;
 - (g) arranging for illegally parked cars to be towed;
 - (h) preparing for and attending any legal proceedings with respect to bylaw enforcement, as necessary;
 - (i) distributing information brochures;
 - (j) detaining and transporting dogs found at large in the Town to the Town's impoundment facility and ensuring all detained dogs are provided with adequate water and food while in the facility;
 - (k) maintaining the Town's impoundment facility to an appropriate standard of cleanliness and safety;
 - (l) enforcing the Animal Control Bylaw, including:
 - (i) pursuing and capturing dogs and other animals noted in the Animal Control Bylaw, including vicious dogs;
 - (ii) transporting animals, to veterinarian for destruction and transportation of animal carcasses to a disposal site.

Schedule A Cont'd

- (m) delivering to the Town a quarterly report to Council including the following information about the Contractor's performance of the Services in the immediately preceding month:
 - (i) the number of hours worked (broken down by title of bylaw enforced);
 - (ii) a list of inspections or meetings with respect to bylaw enforcement;
 - (iii) a description of complaints and compliments received from members of the public regarding bylaw enforcement;
 - (iv) details of disbursements claimed for that month; and
 - (v) any other information required by the Town; and
- (n) maintaining Town records with respect to the forgoing.
- (o) patrol for the purposes of bylaw enforcement the Town's public parks and trails.