

THIS AGREEMENT made in triplicate this 3<sup>rd</sup> day of May, 2005

BETWEEN:

BL 2666/05  
ORIGINALS

TO GO WITH

BY-LAW

THE CORPORATION OF THE TOWN OF PELHAM

hereinafter referred to as "the Corporation"

- AND -

MUNICIPAL BYLAW ENFORCEMENT SERVICES INC.

hereinafter referred to as "the Contractor"

**WHEREAS** the Corporation desires to engage the services of the Contractor as its Municipal Law Enforcement Officer and Property Standards Officer and the Contractor desires to accept the Corporation's engagement all upon the terms and conditions herein contained:

**NOW AND THEREFORE THIS AGREEMENT WITNESSETH** that the parties hereto, in consideration of the mutual covenants and agreements hereinafter set-forth, covenant and agree with each other as follows:

1. The Corporation hereby appoints the Contractor and its employees as necessary to the position of Municipal Law Enforcement Officer and Property Standards Officer of the Town of Pelham for the period and term of this contract commencing May 6, 2005 and ending May 5, 2007.
2. The Contractor shall well and faithfully supply all the services of Municipal Law Enforcement Officer and Property Standards Officer as provided in the By-laws, Policies and Work Step Procedures of the Corporation, Appendix "A" (Contractor's proposal submission) and Appendix "B" (Request for Proposal document BLDG 01/5) appended hereto and shall submit activity reports to the Corporation's Director of Building & Enforcement Services with each invoice.
3. For the above term of contract, the Corporation shall pay the Contractor hourly rates as outlined in Appendix "A" to this Agreement, 3.2 Pricing Summary, Page 18 of the Contractor's proposal submission, appended hereto for the complete service. The Corporation shall hold the Contractor's \$1,000.00 deposit included with his proposal submission and such deposit shall be considered a Performance Bond to be held without interest for the term of contract noted above or until such other termination as more particularly described below.
4. The Contractor acknowledges that the total hours of work shall be determined by the Corporation in consultation with the Contractor and may be adjusted from time to time as the caseload requires.
5. The Contractor shall, for himself or his employees, provide a vehicle, cellular phones for communication, photographic equipment and film processing, safety equipment and uniforms for the performance of the duties within the municipal boundaries of the Corporation and its partner municipalities at the Contractor's expense.
6. The Contractor agrees that the Corporation will pay the Contractor the hourly wage as above for attendance at any court proceedings related to the performance of the duties and that a minimum of two (2) hours be paid for each required attendance at such proceedings. This paragraph will continue in effect for a period of two (2) years after completion of the Agreement or termination of the Agreement should the Contractor be required for court.
7. The Corporation shall only provide all legal documentation necessary for the Contractor to effectively and efficiently carry out the duties.
8. The Contractor acknowledges that the Corporation may terminate this Agreement at any time without advance notice or compensation in lieu thereof for just cause. Where this Agreement is terminated for just cause the Contractor shall forfeit the \$1,000.00 Performance Bond held by the Corporation pursuant to clause 3 above not as a penalty but in liquidation of damages sustained by the Town.

9. The parties acknowledge that either party may terminate this Agreement, without cause, at any time upon first giving three (3) months' notice in writing. The Contractor acknowledges that in such a case he shall be entitled to no compensation under this Agreement other than the return of the \$1,000.00 Performance Bond held pursuant to clause 3 above upon the expiry of the said three (3) months.
10. The Contractor acknowledges that the Corporation may also terminate this Agreement without cause and that in such an event the Corporation shall pay, in lieu of advance notice, to the Contractor, compensation equal to Four Thousand Five Hundred dollars (\$4,500.00) in addition to the return of the \$1,000.00 Performance Bond pursuant to clause 3 above and that upon such payment the Contractor shall have no further claim or claims against the Corporation for such termination.
11. Upon the termination of this Agreement or any extension or renewal thereof, the Contractor hereby expressly waives and releases any and all rights, claims and interests whatsoever which he now has, or may have in future, arising out of this Agreement save as to those expressly provided in this Agreement and he does hereby discharge the Corporation from all liabilities therefore and this provision may be pleaded as a full and effective answer and estoppel to any such claims which he may assert in any civil proceeding. This provision shall be binding upon and enure to the benefit of the respective heirs, executor, administrators and successors of the parties hereto.
12. The Contractor acknowledges the right of the Corporation to promulgate policies and procedures governing the enforcement of its by-laws and the Contractor agrees to be bound by all such policies and procedures save and except where they specifically contradict the terms of this Agreement or increases the liability on the Contractor or the Corporation.
13. The Contractor shall devote his agreed time and attention to the discharge of the duties under this Agreement and as more particularly described in the Appendices appended hereto in that he shall devote that amount of time and attention normally expected of the By-law Enforcement Officer and Property Standards Officer of a municipal corporation.
14. The Corporation acknowledges that the Contractor may be under contract to other persons during the term of this agreement provided such contract does not interfere with the efficient provision of the duties under this Agreement.
15. The Contractor acknowledges that any trade secrets or confidential information he or his employees become aware of or develop in the performance of the duties under this Agreement shall be held by him or his employees in the strictest of confidence and not released without the express prior approval of the Town Council. The Contractor acknowledges that any benefits arising from the development of such trade secrets shall be the sole property of the Corporation. The Contractor further acknowledges that this restriction is reasonable on the part of the Corporation and shall survive the termination of this Agreement.
16. Any notice under this Agreement shall be deemed to be valid if given in writing and delivered by hand as follows:
  - a. To the Corporation:  
  
Cheryl Miclette, Clerk  
20 Pelham Town Square  
P.O. Box 400  
Fonthill ON L0S 1E0
  - b. To Contractor:  
  
Municipal Law Enforcement Services Inc.  
30 Ker Crescent  
Fenwick, ON L0S 1C0

17. Notwithstanding Section 1, this Agreement may be extended for a further period or periods or amended by consent, such extension or amendments to be made in writing. In the event the parties agree to extend the term of this Agreement for a further period or periods, such extension or extensions shall be confirmed in writing not later than three (3) months prior to the expiration of the initial term or any extended term as the case may be. In the event that this Agreement shall not be extended for a specific period by mutual agreement, this agreement shall remain in force and effect on a month to month basis until negotiated on mutually agreeable terms or terminated by either party in accordance with Paragraph 9 of this agreement.
18. This Agreement is not assignable, either in whole or in part.
19. This Agreement shall be governed by the laws of the Province of Ontario.
20. The Corporation agrees to indemnify and save harmless the Contractor from any loss, cost, claim, charges, suits, actions or judgements made, brought or recovered against the Contractor, resulting from the performance of any of the duties set forth in this agreement, or the carrying out by the Contractor of instructions given to him by the Corporation under this agreement.
21. This Agreement, including Appendix "A", the Contractor's proposal, and Appendix "B", the Request for Proposal document BLDG 01/05, constitutes the entire agreement between the parties, and there are no other collateral representations or warranties.

Per: Ronald W. Leavelle  
Mayor

Per: Cheryl Michelle  
Clerk

)  
)  
)  
)  
)

Clerk \_\_\_\_\_

Contractor \_\_\_\_\_

Witness

## APPENDIX "A"

Contractor's Proposal Submission

**MUNICIPAL LAW ENFORCEMENT SERVICES INC**

**- PROPOSAL -**

**to**

**THE CORPORATION OF THE TOWN OF PELHAM**

**for**

**BY-LAW ENFORCEMENT  
PARKING ENFORCEMENT  
PROPERTY STANDARDS ENFORCEMENT**

**RFP Number: BLDG 01/05**

# CONTENTS

	PAGE
1. INTRODUCTION	3
2. PART 1 PROPOSAL	
1.1 Proposal	4
1.9 References	5
3. PART 2 POSITION REQUIREMENTS	
2.1 Primary Functions	6
2.2 Staffing Requirements	7
2.3 Supervision	7
2.4 Uniforms	7
2.5 Hours of Work	8
2.6 Human Resources/Payroll Benefits	8
2.7 Equipment and Facilities	8
2.8 Liability Insurance	8
2.11 Customer Service/Ambassadorship	8
2.12 Security Clearance	9
2.13 Employee Qualifications	9
- William Smith	10
- Jennifer Neamtz	12
- John T. Gaudet	16
4. PART 3 PRICING	18
5. PART 4 PROPOSAL DOCUMENT	
4.1 Offer Document	19
4.2 Declaration	20

## INTRODUCTION

William Smith has been performing municipal enforcement services as a sole proprietorship since 1997 and Incorporated Municipal Bylaw Enforcement Services Inc. in the year 2000.

Enforcement of bylaws and property standards has been carried out in several municipalities to include the Township of West Lincoln, Township of Wainfleet, Town of Pelham, Town of Lincoln, Town of Niagara-on-the-Lake.

In the majority of circumstances voluntary compliance was capable of being achieved.

In West Lincoln a derelict barn was torn down in the middle of Smithville after years of other attempts.

A run down rental property on the east side of Smithville was removed voluntarily by the owner after several meetings with regards to its condition.

In Lincoln a large railway property rented by an individual to store scrap was cleaned up in 3 months as a result of the negotiations with CN Rail to reclaim their property.

In Wainfleet, after an ordered cleanup was commenced by the Township, the Ministry of Environment was called in because of chemical contamination. The site was cleared and made safe and the Township was able to reclaim its expenses through tax recovery.

Emergency Orders have been used to immediately repair unsafe conditions and reduce liability towards municipalities.

These are just a few of the cleanups carried out usually on a voluntary basis after discussions.

Municipal Bylaw Enforcement Services Inc. works closely with all Ministry's to achieve compliances.

We have also enforced parking bylaws in Port Colborne, Fort Erie, Pelham, West Lincoln, Wainfleet and Lincoln.

In circumstances where court action is required we have prepared complete cases for the Municipalities Solicitors including disclosures.

I feel we can offer any Municipalities the most complete service available on an around the clock basis and submit the following proposal.

## **PART 1**

### **1.1 PROPOSAL**

This document is a proposal to supply to the Town of Pelham all municipal by-law enforcement (zoning, fencing, noise, park, signs, etc,) property standards enforcement, and parking enforcement.

- Parking enforcement as well for the partner Municipalities of West Lincoln and Wainfleet.
- The enforcement would be carried out using the philosophies of the municipalities involved as to the requirements of some pro-active and re-active enforcement.
- The enforcement would be supervised by an officer certified in Municipal Law Enforcement by the Municipal Law Enforcement officers of Ontario Association
- Property Standard enforcement would be carried out under supervision of an officer Certified by the Ontario Association of Property Standards Officers.
- Actual field work may be carried out by officers in training for their Certification as certification requires 2-3 years of working in the field.

I look forward to negotiating a 2 year agreement with the Town should this proposal be accepted.



## **1.9 References**

The following individuals are references which the Town may contact with regards to the ability to perform services in accordance with requirements of the proposal.

**Ms. Sara Premi**

Sullivan Mahoney Barristers and Solicitors

P.O. Box. 1360

40 Queen St

St. Catharines, Ontario.

L2R 6Z2

Phone: 905-688-6655

**Mr. William J. Kolasa BA.(Hons) M.P.A., A.M.C.T.**

Town of Lincoln

Director of Corporate Services

4800 South Service Rd.

Beamsville, Ontario.

L0R 1B1

Phone: 905-563-8205 Ext. 246

**Mr. Scott Luey**

Director of Corporate Services

Township of Wainfleet

Box 40

Wainfleet, Ontario.

L0S 1V0

Phone: 905-899-3463

## **PART 2**

### **BY-LAW, PARKING & PROPERTY STANDARDS ENFORCEMENT**

#### **2.1 Position Requirements**

- We can perform all aspects of by-law enforcement including parking and property standards using the municipalities' policies and procedures.
- Would report all findings to Director of Building and Enforcement Services including certain legislature difficulties which may arise.
- Enforcement is carried out on a part time basis as need arises and can be monitored as to meet the need to increase or decrease as load requirements dictate.
- All complaints investigated would come from the Town preferably in written form.
- Once complaints are received contact is made with the possible offender to determine if by-laws are being breached.
- After investigated, voluntary compliance is generally sought. The complainant is notified of outcome of investigation.
- Under no circumstances is the offender given the complainants name- those whom request this information are directed to the Municipality for Freedom of Information consideration.
- Issues are followed up in writing including warnings, notices, or orders to comply as the individual circumstances dictate.
- Parking Enforcement is carried out on a pro-active patrol basis to include all shifts, including over night enforcement in all partner municipalities and Parking Infraction Notices issued and served.
- Where the Town has short form wordings approved for any of their By-laws, Part 1 Provincial Offence Notices may be issued.
- Under all other circumstances Part Three information and summonses are issued if required.
- Property Standards Orders to Comply are issued when voluntary compliance is not achieved and all necessary registration followed.
- All officers are trained in court protocol and evidence presentation including disclosure preparation.
- A Parking Officers Manual has been designed to assist in this field. (Copy attached)

## **2.2 Staffing Requirements**

Officers required to be placed in by-law under Section 15(1) Police Services Act.

*William F. Smith*

*Jennifer Neamtz*

*John T. Gaudet*

*Barbara Mitchell*

## **2.3 Supervision**

All officers are supervised by myself and often I will work with them on certain cases at the cost of only one officer to the Town.

This assists me in continuously being able to monitor performance and knowledge of officers. It also acts as in service training.

## **2.4 Uniforms**

I supply uniform dress for the officers.

- This consists of a dark blue shirt with shoulder flash indicating "Municipal Law Enforcement Officer." Copy attached.
- Black or navy blue trousers (cargo or docker), black shoes.
- Ball cap with same logo (optional)
- During summer, golf shirts or white shirts may be used for cooler comfort.

Any other style may be discussed should this proposal be successful.

## **2.5 Hours of Work**

- Will be determined by the Town. The officers work varied hours as the investigations require on a 24-7 basis, no premium pay assessed.
- Flexible shifts for parking are set up for maximum effectiveness of pro-active Enforcement.
- We do not work if weather conditions do not show a need for enforcement (Wainfleet).
- I can guarantee all minimum manpower requirements and supply any additional increases. (Special events)

## **2.6 Human Resources/Payroll Benefits**

All Human Resources and Payroll are maintained my Municipal Bylaw Enforcement Services Inc.

## **2.7 Equipment and Facilities**

### **Transportation**

All Transportation needs supplied and paid for by Municipal Bylaw Enforcement Services Inc.

### **Cellular Communication**

Cellular Communication is maintained through Telus Mobility for use of the Municipalities to contact Officers and Officers to contact Municipalities.

It is requested that these numbers be kept confidential from public access.

Officer safety is also a communication issue.

### **Investigative Materials**

I supply all photographic needs to present a fully prepared case for the courts including disclosure requirement for Provincial Offences Act cases.

I further supply all safety equipment as required as well as measuring tapes and electrical tester.

I would request access to a land line phone at office for call ins and returning calls to complainants.

Computer access would also be of benefit for maintaining tracking records of files and making them more accessible to Town staff when inquiries come in.

## **2.8 Liability Insurance**

I am currently insured through the Economical Insurance Group and am advised that the required endorsements for the Town may be added and will be, should I be successful.

I also will supply a certificate from Workplace Safety and Insurance Board at that time.

## **2.11 Customer Service/Ambassadorship**

Myself and all my officers are always cognizant of the need for a courteous high quality standard towards the public. Officers try to be familiar with the community they are in order to be of assistance to any need for direction, or information.

We assist Police in traffic control at emergency situation such as accidents.  
We attended the Community Policing Committee to assist in other community needs and information transfer, but always keeping in mind Municipal Freedom of Information Act.

## **2.12 Security Clearance**

Officers of Municipal Bylaw Enforcement Services Inc. will co-operate with any background requirements.

## **2.13 Employee Qualifications and Training**

Employees of Municipal Bylaw Enforcement Services Inc. receive on the job training from officers Certified in the required fields.

Officers are sent yearly to at least one or more of the training sessions of provincially recognized Associations in the specific field of enforcement.

Officers are sent to the yearly training session of the Ontario Association of Property Standards Officers to enable them to work towards certification in Property Standards.

Officers attend the Municipal Law Enforcement Officers Association annual training sessions.

These sessions include, public relations, officer safety, case law updates, how to make by-laws stronger, new legislation from all levels of government (Municipal, Provincial, Federal) that effect enforcement.

Officers attend the Ontario Traffic Conference Training and Safety sessions. These sessions include case law, officer safety, update procedures, new equipment, new legislature, a variety of parking issues.

Officers are also encouraged to attend lectures given by myself at Niagara College Law and Security programs that relate to their duties, public relations, or conflict management.

I also attend the yearly seminar given by Guelph University for Weed inspectors.

I attend the yearly training and education meeting of the Ontario Building Officials Association and local chapter lectures and presentations.

Officers have been chosen by myself from those who have taken the Niagara College Law and Security or Police Foundations Program and Graduated.

## **William F. Smith C.D., CPSO, M.L.E.O. (C)**

### **Education**

#### **Ontario Police College**

Dec 17, 1970	General Police Training A
Jun. 25, 1978	Identification Training
Oct. 17, 1980	Advanced Training Course
Jul. 20, 1985	Identification Training
May 18, 1990	Advanced Training

#### **Brock University**

Nov. 21, 1984	Supervising Skills Certificate
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#### **Canadian Corps of Commissionaires**

Oct. 24, 1996	Municipal By-law Enforcement Officer Certificate
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#### **Ontario Association of Property Standards Officers Inc.**

Aug. 5, 1998	Part 1 Successfully Completed
Aug. 16, 1999	Part 2 Successfully Completed
Nov. 1, 2000	Part 3 Successfully Completed

#### **Municipal Bylaw Enforcement Officers Association (Ont)**

1997-2004	Attended Annual Training sessions
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#### **Niagara College**

Sept. 21, 2003	Part-time Teacher Training Program
June 24, 2004	Science of College Teaching Level 1 Certificate

#### **Ministry of Municipal Affairs and Housing**

May 2, 2003	Part 9 The House Building Envelope Certificate
April 20, 2004	Powers and Duties of CBO 2003
	Building Code(a requirement for all CBO's July 2005)

#### **Ministry of Agriculture and Food**

Sept. 5, 2003	Certificate Appointment Weed Inspector
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### **Appointments**

- Certified Weed Inspector
- Certified Municipal Law Enforcement Officer
- Certified Property Standard Officer

## **Memberships**

- Municipal Law Enforcement Officer Association
- Ontario Property Standards Officers Association  
*Board of Directors*
- Niagara College Advisory Board - *School of Public Safety and Security*
- Ontario Traffic Conference Committee
- Ontario Building Officials Association
- Ontario Police Association - *Life Member*
- Niagara Regional Police Association - *Life Member*

## **Awards**

- Canada Medal for Military Service
- Police Exemplary Service Medal - 20 years
- Police Exemplary Service Medal - 30 years

## **Experience**

- 1965 - 1996 St. Catharines City Police Force to Niagara Regional Police Services.  
Enforcement of Municipal By-law  
Provincial Statutes and Federal Statutes  
In Identification Unit correct evidence gathering and photography as required by courts.  
When assigned as the Court Unit Supervisor ensures proper case management and evidence. Total Court Preparation.
- 1996-1997 Corps. Of Commissionaires  
Supervisor of St. Catharines Parking Enforcement Officers
- 1997-Present Total By-law and Property Standard Enforcement in Pelham, Wainfleet, Lincoln.  
Parking Enforcement in Fort Erie, Port Colborne, Pelham, Wainfleet, and West Lincoln
- 2002-Present Niagara College Instructor  
Teaching Municipal Law Enforcement Courses to Law and Security Students  
Include Property Standards, zoning, Provincial Offences Act, Building Code Act.  
Teaching Conflict Management to Police Foundation Students how to handle volatile situations and disengaging. Teaching Community Policing-Law and Security and Police Foundations students importance of Community Involvement

# **Jennifer L. Neamtz**

## **Education**

### **Niagara College**

- 1994-1997     - Educational Resource and Special Needs Certificate  
                  - Non Violent Crisis intervention  
                  - Medication Administration Training  
                  - Art of Setting Limits  
                  - How to Excel at Verbal Intervention  
2004           - Police Foundations Diploma  
                  - Law and Security

### **Municipal Bylaw Enforcement Officers Association (Ont)**

- 2004           - Training Seminars

### **International Correspondence School**

- 1999           - Child Psychology

### **Ontario Association of Property Standards Officers Inc.**

- 2004           - Part One

### **Nagy Welding School**

- 1999           - MIG Welding Certificate

## **Memberships**

- Municipal Law Enforcement Officers Association
- Ontario Property Standards Officers Association
- Ontario Traffic Conference
- Niagara Chapter Ontario Building Officials Association
- Ontario Provincial Police Auxiliary

## **Experience**

- Sept. 2004-Present     **Niagara College**  
                                 Instructor Part-time  
                                 Law and Security, Municipal Law, Community Policing
- May.2004-Present     **Municipal By-law Enforcement Services Inc.**  
                                 30 Ker Crescent, Fenwick, Ontario. L0S 1C0  
  
                                 Part-time By-law and Property Standards Officer



- Receive and prepare complaints for the Town of Pelham and the Township of Wainfleet.
- Investigate and enforce all Municipal By-laws
- Interact with complainants and owners to achieve compliance
- Document all findings in notebook and in reports for council, court, files, and records.
- Prepare informations, serve summons, attend court, testify, and follow through with court ordered enforcement.
- Access and utilize all resources in the Niagara Region to better enforce bylaws
- Enter data and keep detailed records on computer
- Training

1997-May 2004

### **Niagara Support Services**

3470 Sinnicks Avenue, Niagara Falls, Ontario. L2J 2G4

#### Full and Part Time Support Worker

- Develop and facilitate plan of care for each individual
- Support 8 residents with very complex behavior and medical needs in a "lockdown" behavior facility
- Support individuals in the development of life and social skills, such as personal hygiene, shopping, cooking, nutrition, recreation, and outings
- Provide emotional support for each individual as needed
- Administer and order medications
- Attend medical appointments as an advocate for the residents, as a support for the residents, and as a representative for NSS
- Responsible for preparing and completing necessary documentation (incident reports, medical visit forms, crisis intervention reports, daily logs, medication administration forms, etc.)
- Responsible for all financial aspects including banking, income tax preparation, and ensure the completion of government reports for family benefits
- Case conference management
- Ensure information is handled in compliance with confidentiality guidelines of the agency and the Ministry of Community and Social Services
- Training, supporting and evaluating students and volunteers

2002-Present

### **FAS Benefit Administrators Ltd.**

Interim Federal Health Program

#901, 9707 110 Street, Edmonton, Alberta T5K 2W8

#### Personal Support Worker

- Support a ten year old child with multiple disabilities including; epilepsy, deaf/mute and autism
- Develop and execute communication programs utilizing both sign and gestures
- Advocate with the family at medical appointments on behalf of the child
- Maintain a high level of safety and security for the child while in the community
- Develop and execute behavior programs

- Assist with Personal care and feeding concerns
- Communicate regularly with the family to chart process

1995-Present

**Connie Covatta**

27 Honey Locust Circle, Thorold, Ontario L2V 5E3

Special Services at Home Worker

- Support twelve year old child who has both epilepsy and autism
- Plan and execute recreational activities to promote community integration
- Administer medications
- Personal Care
- Prepare and execute behavior programs
- Report to family both verbally and in written manner
- Advocate on behalf of the child
- Instruct others on the plan of care for this child

1999-2000

**Dana Canada Ltd.**

Box 1045, Thorold, Ontario L2V 3Z6

Automotive Laborer

- Welder and grinder on General Motors heavy suspension line
- Completed various jobs on Ford assembly line
- Operated heavy machinery in press department
- Work all shifts

1998-2000

**Niagara Catholic District School Board**

427 Rice Road, Welland, Ontario L3C 7C1

Educational Assistant, Casual

- Traveled to various schools within the Board to assist with all ages and disabilities in an educational setting
- Responsible for classroom material preparation
- Completed feeding, toileting, dressing, and medication administration
- Experienced in documentation preparation and completion (progress reports, daily logs, etc.)
- Parental relations
- Researched outside resources to enhance the quality of education for the students

1998-1999

**Grimsby/Lincoln Association for Community Living**

4986 Beamsville Road  
Beamsville, Ontario

Part-time Support Worker

- Worked in the day program/community skills
- Planned activities and assisted individuals with completing them
- Contacted possible employers to arrange placement and job opportunities
- Supervised individuals while on community placements as a job coach

1997

**Bethesda Homes Inc.**

Box 1000, Vineland, Ontario

Part-time Support Worker

- Supported individuals with special needs such as catheters, Alzheimer's and behavior issues
- Followed specific behavior management strategies
- Responsible for the preparation of meals, hygiene programs and laundry
- Administered medications
- Completed all necessary documentation on a daily basis

1995-1997

**Community Living Niagara Falls**

3470 Sinnicks Avenue, Niagara Falls, Ontario

Special Services at Home Worker

- Worked with clients in areas such as; community awareness, reading, money awareness and personal hygiene.
- Practiced behavior management strategies on many levels and in all social situations
- Served clients with various disabilities such as: dual and multiple diagnosis, A.D.D, A.D.H.D., P.D.D, Autism, Obsessive-Compulsive Disorders, Prader-Willi Syndrome, Seizures, Anxiety Disorders, Oppositional Defiant Disorder, Conductor Disorder and Klinefelter's Syndrome
- Interacted with outside agencies to develop appropriate programs

**Training**

- First-Aid and CPR (March 2003), NVCI (April 2003)
- CATI training (January 1999), Leadership training (2003)
- Autism Seminar (March 18,1998), Personal Effectiveness Strategies for staff in Human Service Organizations (June 1998), Movement Therapy (April 2000), Communication (April 2000), Autism and PDD Seminar (May 2000).
- Taking Care of You-Managing Life Stresses (May 2000), Sensory Integration (May 2000), Setting the Stage-Issues of Sexuality and Normalization (May 2000), Child Abuse (May 2000), Fire Extinguisher Training (July 2000)
- Conflict in the Workplace Seminar (October 2000), Medication Administration (Dec 2002), Facilitative Communication (Jan 2001)

# **John T. Gaudet**

## **Education**

### **Niagara College**

April 1998                      Welding Certification

April 2004                      Law and Security (Customs and Immigration) Diploma

### **Eric G. Lambert High School**

June 1979                      High School Equivalent, Churchill Falls, Newfoundland

## **Experience**

May 2004                      **Municipal Bylaw Enforcement Services Inc.**  
Parking Enforcement in Fort Erie, Port Colborne, Pelham, West Lincoln

1998-1999                      **Sudbury Transport, Fredericton, N.B.**  
Tractor/trailer operator  
Deliver goods from Canada to the United States and around Canada

1997-1998                      **Lakeway Services Group, Grimsby, Ontario.**  
Dispatcher

1980-1996                      **Canadian Armed Forces**  
Corporal Dispatcher  
Peace Keeper  
Heavy Equipment Operator  
Safety Officer

## **Professional Qualifications**

- Professional Drivers Course
- Base Security Course, Canadian Armed Forces

## **Skills**

- Driver Examiner
- Classroom Instructor
- Computer Courses

## **Awards**

- Canadian Decoration -1992
- Peace Keepers Medal -2000
- First Aid & CPR -2003

## **Affiliations**

- Municipal Law Enforcement Officers Association
- Ontario Traffic Conference
- Canadian Legion, Member –Jan.2000-Dec. 2003

## **3.2 Pricing Summary**

### **By-law Enforcement and Property Standards Enforcement**

<u>Hourly Rate</u>	<u>Estimated Hours</u>	<u>Extended Cost</u>
\$36.00	1040	\$37,440.00

### **Parking Enforcement**

	<u>Hourly Rate</u>	<u>Estimated Hours</u>	<u>Extended Cost</u>
Wainfleet	\$35.00	40	\$1400.00
West Lincoln	\$35.00	416	\$14,560.00
Pelham	\$35.00	416	\$14,560.00

Note: All Applicable Taxes Extra

GST # 89284 7310 RT0001

Company Name: **Municipal By-law Enforcement Services Inc.**

Municipal By-law Enforcement Services Inc. is also involved in Co-operative programs with Secondary School Boards and will utilize students in these programs as a free resource for the Town projects when available.

## **Part 4**

### **Proposal Document**

#### **4.1 Offer Document**

We, the undersigned, having examined the REQUEST FOR PROPOSAL, terms and conditions, parking enforcement service, by-law enforcement service and property standards enforcement service (services) and the appendices and documents constituting this proposal, hereby offer and agree to enter into an agreement with the Town to supply the services in accordance with this proposal.

**Municipal Bylaw Enforcement Services Inc.**

(Name of Proponent)

**30 Ker Crescent Fenwick, Ontario. L0S 1C0**


(Street Address)

**TEL. 905-892-8024 CELL. 905-658-8875 FAX. 905-892-1135**

(Telephone/Cellular/Fax numbers)

**April 1, 2005**

(Date)

  
\_\_\_\_\_  
(Signature)

**William F. Smith**

(Print name of Signatory)

**President**

(Title of Signatory)

\_\_\_\_\_  
(Witness signature if proponent is not a corporation)

Note: Affix corporate seal if applicable

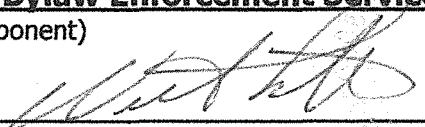
## 4.2 Declaration

**To:** The Corporation of the Town of Pelham,  
Mr. Ernie Cronier, Director of Building and Enforcement Services  
20 Pelham Town Square, Box 400,  
Fonthill, ON L0S 1E0

1. The undersigned represents that no person firm or Corporation, other than the one whose signature or the signature of whose proper officers and seal is or are attached below, has any interest in this proposal or in any agreement resulting therefrom.
2. The undersigned represents that this proposal is made without any connection, knowledge, comparison of figures or arrangement with any other company, firm or person making a proposal for the same service and is in all respects fair and without collusion or fraud.
3. The undersigned has carefully read the REQUEST FOR PROPOSAL FOR BY-LAW ENFORCEMENT, PARKING ENFORCEMENT AND PROPERTY STANDARDS ENFORCEMENT SERVICE dated March 8, 2005 and has examined the "Appendices" and otherwise satisfied myself as to the conditions under which the service is to be provided, and hereby offers to enter into a contract with the Corporation of the Town of Pelham, for PARKING ENFORCEMENT, BY-LAW ENFORCEMENT AND PROPERTY STANDARDS ENFORCEMENT SERVICES according to the said REQUEST FOR PROPOSAL.
4. The undersigned hereby agrees to comply in all respects with the proposal including the said REQUEST FOR PROPOSAL document attached hereto, which is to read with and form part of this proposal.

Dated at Pelham this 1st day of April, 2005.

**Municipal Bylaw Enforcement Services Inc.**  
(Name of Proponent)

  
(Signature, under seal if applicable)

**30 Ker Crescent Fenwick, ON. L0S 1C0**  
(Address)

**TEL: 905-892-8024 FAX: 905-892-1135**  
(Telephone & Fax Numbers)





## APPENDIX "B"

Request for Proposal Document BLDG 01/05

**THE CORPORATION OF THE TOWN OF PELHAM**

**REQUEST FOR PROPOSAL FOR THE FOLLOWING SERVICES:  
BY-LAW ENFORCEMENT  
PARKING ENFORCEMENT &  
PROPERTY STANDARDS ENFORCEMENT**

RFP Number: BLDG 01/05  
RFP Closing Date: Monday, April 4, 2005

**NOTE:** This entire document MUST be enclosed in the envelope provided and submitted

**ERNIE CRONIER, BA, CBCO, CPSO  
DIRECTOR OF BUILDING AND ENFORCEMENT SERVICES**

**DATE: MARCH 8, 2005**

## CONTENTS

RFP: BLDG 01/05

	PAGE
1. INTRODUCTION	1
2. PART 1: PROPOSAL INFORMATION, TERMS AND CONDITIONS	
1. 1 Proposal	2
1. 2 Receipt of Proposals	2
1. 3 Responsibility of Proponent	2
1. 4 Proposal Constitutes Offer	2
1. 5 Agreement Required/Commencement Date	2
1. 6 Document Constituting Proposal	3
1. 7 Completion of Proposals	3
1. 8 Deposit	3
1. 9 References	3
1.10 Communications	4
1.11 Investigation by Proponents	4
1.12 Costs and Expenses	4
1.13 Disclosure	4
1.14 Assignment	5
1.15 Use of Ideas	5
1.16 Request for Further Proposals	5
1.17 Confidential Information	5
1.18 Investigations by the Town	5
1.19 Processing of Proposals	6
1.20 Effect of Acceptance	7
1.21 Cancellation of Requests for Proposal	7
1.22 Selection Criteria	7
1.23 Prices	8
1.24 Unsatisfactory Service	8
1.25 Disputes	8
1.26 Use of Information and Private Investigators	8
3. PART 2: BY-LAW, PARKING & PROPERTY STANDARDS ENFORCEMENT	
2. 1 Position Requirements	9
2. 2 Number of Positions Required	9
2. 3 Supervision of Municipal Law Enforcement Officers/ Property Standards Officers	9
2. 4 Uniforms	9
2. 5 Hours of Work	9
2. 6 Human Resources/Payroll Benefits	10
2. 7 Equipment and Facilities	10

## CONTENTS CONTINUED

RFP: BLDG 01/05

	PAGE
2. 8 Insurance	10
2. 9 Notice	11
2.10 Waiver	11
2.11 Customer Service/Ambassadorship	11
2.12 Security Clearance	11
2.13 Employee Qualifications and Training	11
4. PART 3: PROPOSAL PRICING	
3. 1 Pricing	12
3. 2 Pricing Summary	12
5. PART 4: PROPOSAL DOCUMENT	
4. 1 Offer Document	13
4. 2 Declaration	14
6. PART 5: APPENDICES "5.1" AND "5.2"	

## **THE CORPORATION OF THE TOWN OF PELHAM**

**RFP: BLDG 01/05**

### **SUPPLY OF MUNICIPAL BY-LAW ENFORCEMENT, PARKING ENFORCEMENT AND PROPERTY STANDARDS ENFORCEMENT SERVICES**

#### **INTRODUCTION:**

This request for proposal (RFP) is for the supply of municipal by-law enforcement, parking enforcement and property standards enforcement services which shall hereafter be referred to as the “services” as required for the enforcement of the applicable by-laws and policies of the Town of Pelham (Town) as well as parking enforcement service in the Townships of West Lincoln and Wainfleet which are our partner municipalities in a shared parking enforcement service venture.

Recognizing that customer service is extremely important to the Town and that our enforcement people are highly visible to the public, our enforcement staff should have the qualities to be our ambassadors and reflect the vision and mission of the council. Our goals are to offer effective customer relations along with quality service and at the same time enforce the by-laws and policies of the municipality in a fair and efficient manner.

The Town is searching for a dynamic and professional organization that is made up of qualified, motivated, productive, customer-oriented individuals who can provide people friendly service yet have the know how and discipline to ensure proper enforcement of the by-laws and policies in the Town.

Persons who enforce by-laws are required to be appointed as municipal law enforcement officers by municipal council pursuant to subsection 15(1) of the Police Services Act, R.S.O. 1990, c. P. 15. Municipal law enforcement officers are peace officers under the provisions of the Police Services Act for the purpose of enforcing municipal by-laws. Property Standards Officers must also be assigned by municipal council the responsibility of administering and enforcing Property Standards by-laws passed by council pursuant to section 15.1 of the Building Code Act, R.S.O. 1992, c. 23.

The successful proponent will be required to enter into a two (2) year agreement with the Town. The agreement will require municipal law enforcement officers/property standards officers to perform their duties during the term of the agreement and to provide such court services arising out of the performance of their duties during the term of the agreement as may be required thereafter. This RFP is to invite proposals for by-law enforcement, parking enforcement and property standards enforcement in the Town as well as parking enforcement in West Lincoln and Wainfleet which will best meet the Town’s service requirements.

A draft of the proposed agreement is attached as Appendix “5.1” and it must be understood that the proponent’s proposal documents and pricing proposal will become part and parcel of the agreement in the event that the proponent is chosen for the position.

**PART 1**  
**PROPOSAL INFORMATION, TERMS AND CONDITIONS**

**1.1 Proposal**

The proposal will be for the supply of municipal law enforcement officers/property standards officers and all appurtenances as more particularly described below in the applicable Part to the document. The successful proponent will be required to have the personnel and resources necessary to perform duties as required to supply the services in respect of the by-laws of the Town, parking by-laws of the Town and partner Townships as well as the parking by-laws of the Regional Municipality of Niagara on highways under regional jurisdiction.

**1.2 Receipt of Proposals**

Proposals will be received by the Director of Building and Enforcement Services (Director) at the Town municipal offices, Town Hall, 20 Pelham Town Square, P. O. Box 400, Fonthill, ON L0S 1E0, not later than 2:00 pm local time on **MONDAY, APRIL 4, 2005**. There will be a public opening and registration of proposals only at 2:30 pm. No other information will be provided or discussed at that time.

**1.3 Responsibility of Proponent**

Proponents assume full responsibility for the delivery and deposit of complete proposals and supporting documentation. The Town is not responsible for loss or delay with respect to the delivery of proposals to the Town within the time limitation. Any proposals received after the date and time specified will be returned unopened. Proposals shall not be made by telegram, internet e-mail or facsimile.

**1.4 Proposal Constitutes Offer**

The proposal will constitute an offer by the proponent to supply the services in accordance with the proposal which shall include all the terms and conditions of this RFP, which offer shall be irrevocable from the date of opening until the expiry of sixty (60) days thereafter. Proposals may be withdrawn prior to the time for the opening thereof only by notice in writing signed by the proponent and received by the Clerk's Department prior to the opening.

**1.5 Agreement Required/Commencement Date**

By the signing and delivering of a proposal the proponent agrees that if the proposal is accepted and the necessary agreement is negotiated within the period that the offer of the proponent remains open, the proponent will enter into such agreement with the Town in a form satisfactory to the Town Solicitor prior to the commencement of the term of the agreement.

Proponents commit to negotiate the agreement with the Town in good faith. If the Town is not able to enter into a final agreement with the preferred proponent for any reason, the Town may proceed to enter into the negotiations with another proponent. The Town reserves the right to choose which, in its opinion, is the preferred proponent it feels will best meet the needs of the municipality and will not necessarily choose one or any of the responding proponents.

The term of the agreement will be for a two (2) year period commencing on the date that the agreement is executed between the parties with the option to renew the agreement for a further one (1) year term upon the mutual agreement of both parties, the terms of which shall be renegotiated prior to the expiration of the first two (2) year term. This agreement may be terminated at any time prior to the expiration thereof upon either party providing sixty (60) days notice to the other party.

#### **1.6 Documents Constituting Proposal**

A proposal shall consist of this RFP in its entirety including the Introduction and all the Parts herein, together with all addenda and material submitted with this RFP, and the deposit.

Any written information received by the Town from a proponent pursuant to a request from the Town as part of the RFP process shall be considered an integral part of the proposal including any addendums to the RFP.

#### **1.7 Completion of Proposals**

The completion of the proposals shall be typewritten or legibly hand printed in ink and shall include all information provided for. Proposals containing changes, erasures or alterations which are not initialled by the proponent may not be accepted.

The completed proposal shall be dated and properly signed by the proponent, under corporate seal in the case of a corporation, and otherwise signed by a witness in the place provided, and shall be submitted in the prescribed proposal envelope supplied by the Town. If a joint proposal is submitted it must be signed and addressed by each proponent.

#### **1.8 Deposit**

A proposal shall be accompanied by a deposit of cash, certified cheque or an irrevocable letter of credit in a form satisfactory to the Town Treasurer, payable to the Town of Pelham in the amount of one thousand dollars (\$1,000.00) which must be enclosed in the same envelope as the proposal.

If the successful proponent refuses or neglects to execute any agreement agreed to between the parties, or to submit required documents within the time required therefor, the Town, at its sole discretion, may cash the deposit and such deposit shall be subject to forfeiture and not as a penalty but in liquidation of damages sustained by the Town. No interest will be paid on deposits retained by the Corporation. Deposits will be returned to the unsuccessful proponents as noted below in Processing of Proposals.

#### **1.9 References**

Proponents shall supply a list of at least three (3) references who may be contacted by the Town with respect to ability to perform the services in accordance with the requirements of the proposal.



## **1.10 Communications**

Any questions concerning this RFP should be directed to Ernie Cronier, Director of Building and Enforcement Services (Director) for the Town at Town Hall, 20 Pelham Town Square, Box 400, Fonthill, ON L0S 1E0; telephone 905-892-2607, ext 23; fax 905-892-5055; e-mail: [ecronier@town.pelham.on.ca](mailto:ecronier@town.pelham.on.ca). If it becomes necessary to make changes to the RFP, the Town will prepare and distribute a written addendum. In this regard it is vitally important to leave the appropriate information at the Building Department when picking up this RFP or as soon as possible after reading this paragraph. You will be advised by the above if it becomes necessary to have a pre-submission meeting prior to the deadline for submissions of the RFP.

## **1.11 Investigation by Proponents**

Proponents are required to submit proposals upon the express condition that they satisfy themselves as to the actual conditions and requirements for providing the **services** which are subject of this RFP.

Proponents are not to rely solely on the specifications or on any statement, representation or verbal information given by the Town staff, but are to base their proposal on their own examination, knowledge, information and judgement. The proponent signifies by submitting a proposal that the proponent is willing to assume all risk of providing the **services** which are the subject of the proposal even if the **services** prove more onerous than when the proposal was submitted and accepted.

Information provided in the RFP and appendices, or which may be issued by way of addenda, is for reference purposes only, and the Town does not make any representation, warranty or guarantee as to its accuracy. Proponents are responsible for obtaining their own independent financial, legal and other advice in connection with a proposal.

The proponent is assumed to be familiar with all Federal, Provincial, Regional and municipal laws and regulations affecting the **services** which are the subject of the proposal. The proponent is also assumed to be reliable, experienced and qualified to carry out the **services** in accordance with the Town's expectations. If the proponent discovers any provision in the proposal which is contrary to or inconsistent with any laws or regulations the proponent shall forthwith report it to the Director prior to the expiry of the time for submitting proposals.

## **1.12 Costs and Expenses**

A proposal shall be prepared and submitted at the sole expense of the proponent and without cost to the Town. All costs and expenses incurred by proponents relating to their proposal will be borne by the proponents. The Town is not liable to pay such costs and expenses or to reimburse or to compensate proponents under any circumstances, including the rejection of any or all proposals or the cancellation of the RFP.

## **1.13 Disclosure**

Proponents will not disclose any details pertaining to their proposal and the selection process in whole or in part to anyone not specifically involved in their proposal, unless written consent is obtained from the Director, prior to such disclosure.

Proponents shall not issue any type of news release or make any other public announcement or protestations pertaining to the details of their proposal or the selection. Such actions on the part of a proponent will result in disqualification from the process.

The Town reserves the right to disseminate to the public any information contained in any proposal. All proposals shall become the property of the Town and once opened shall not be returned. The Town may, at any time, make public the names of all proponents.

Information submitted with the RFP may be released subject to the Municipal Freedom of Information and Protection of Privacy Act.

#### **1.14 Assignment**

A proposal, whether or not it has been accepted, and any rights thereunder shall not be assigned by the proponent without the prior written consent of the Town which may be withheld for any reason. Such written consent, if obtained, shall not under any circumstances relieve the proponent of any liabilities and obligations under the proposal.

#### **1.15 Use of Ideas**

The Town has the right to use any ideas or adaptations of any ideas that are presented in proposals which are submitted under this RFP.

#### **1.16 Request for Further Proposals**

The Town, at its discretion, may request further proposals from any, all or none of the proponents.

#### **1.17 Confidential Information**

Any information received by a proponent relating to the provision of the **services** gained through the RFP process or other wise shall be treated in strict confidence.

#### **1.18 Investigations by the Town**

Proponents and any individual or other persons associated with their proposal, including their officers, directors, shareholders, employees, agents, contractors or representatives may be subject to security and background investigation. The Town reserves the right to request new or additional information regarding the proponent or any other person associated with the proposal.

## **1.19 Processing of Proposals**

On receipt by the Director of a proper sealed envelope delivered by or on behalf of a proponent, the Director or his representative will mark the envelope as to the time and date of receipt, enter the information in the log and the envelope will be retained unopened until the opening of proposals. The Director will ensure that appropriate contact information is provided on the envelope by the proponent for communication purposes.

The Director or his designate will supervise the proposal opening at the prescribed time in the Town Council Chambers.

The Director will be available to clarify any aspect of a proposal with the proponent at any time after the proposals have been opened. Any such clarification will not alter the proposal and will not be construed as a negotiation or renegotiation of the proposal. The Town is not required to clarify any part of a proposal which is deficient or otherwise not acceptable in some respect. Any clarification of a proposal by a proponent shall not be effective until communication confirming such clarification has been delivered in writing to the Town.

A proponent whose proposal is recommended by Town staff may be required to meet with Town officials within the time for acceptance of proposals to explain the details of the proposal. Any such meeting will take place in the Town municipal offices and transportation to and from the meeting for the proponent or his/her representatives shall be at the expense of the proponent.

The Town may make all necessary corrections to any proposal which is in error through addition or extension, the corrected value prevailing.

The Town reserves the right to: reject any or all of the proposals; accept any proposal; reject or accept a proposal if it is the only one received; elect not to proceed with the RFP at all; or alter the schedule, proposal call process, procedures or objectives of the RFP. In each case the Town may determine such decision in its sole and absolute discretion.

The Town does not bind itself to accept any proposal and any process as, in its sole discretion, it determines, following receipt of proposals. The Town reserves the right to accept proposals in whole or in part or to discuss or negotiate different or additional terms to those outlined in the RFP or in a proposal, or to amend or modify any term of this RFP. The Town may invalidate this RFP and may issue a second RFP at its discretion.

The Town reserves the right to waive deficiencies in a proposal. The decision to whether a deficiency will be waived or will result in a rejection of a proposal will be solely within the discretion of the Town.

If a proposal is unsuccessful any deposit will be returned without interest within sixty (60) days from the time for receiving proposals.

The final selection of any successful proponent will be made by the council of the Town upon consideration of the report and recommendations of the Director.

### 1.20 Effect of Acceptance

This RFP and the proposal from the successful proponent will not constitute a binding agreement and the selection of the successful proponent does not mean that the proponent's proposal is necessarily totally acceptable in the form submitted.

After the selection of the successful proponent, if any, the Town has the right to negotiate with the proponent and, as part of that process, to negotiate changes, amendments or modifications to the proponent's proposal without offering the other proponents the right to amend their proposals.

There shall be no binding contract for the services which are the subject of the RFP until an agreement with the successful proponent has become effective and this RFP does not constitute an offer on any nature or kind whatsoever to proponents.

### 1.21 Cancellation of Requests for Proposal

The Town may cancel this RFP in which event all proposals along with the deposit shall be returned to the proponents. In the event of such cancellation no compensation shall be payable in respect of investigation, preparation and submission of proposals, or otherwise.

### 1.22 Selection Criteria and Evaluation Weighting

Selection Criteria	Evaluation Weighting (Points)										Minimum Threshold
	10	20	30	40	50	60	70	80	90	100	
Cost											70
Services Offered											70
Experience											90
Qualifications											90
Training Methods											70
Knowledge of municipal, provincial, federal laws & regulations with respect to services											80

**It is, therefore, imperative that the proponents provide detailed examples and information relating to their experience, qualifications, service, training and knowledge in the areas of the specific services subject of this RFP as well as any additional information over and above the contract requirements about your organization, such as training and accreditations, specialized training, customer service training, etc., that may be helpful in our selection process.**

### **1.23 Prices**

Prices proposed in Part 3 - Proposal Pricing - Municipal Law Enforcement Officer/Property Standards Officer's/Parking Enforcement Officer's hourly rates will be firm for the duration of the contract unless otherwise specified in Part 3.

### **1.24 Unsatisfactory Service**

In the event of unsatisfactory service or the proponent failing to perform the works as referenced and agreed, then the Town shall have the right to perform the work in whatever manner it sees fit, at the expense of the proponent, and to deduct the cost thereof from the proponent's invoice.

### **1.25 Disputes**

Disputes that cannot be resolved through informal negotiation between the proponent and the Town shall be handled in accordance with the provisions of the Arbitration Act.

### **1.26 Use of Information and Private Investigators**

Proponents will be required to use the information obtained in the course of providing the services only for its intended purposes. The services shall not be performed by private investigators, proponents who employ private investigators or anyone other than qualified employees of the successful proponent.

**PART 2**  
**BY-LAW, PARKING & PROPERTY STANDARDS ENFORCEMENT**

**2.1 Position Requirements**

The position requirements for the municipal law enforcement officers/property standards officers are outlined in their job description attached as Appendix "5.2".

**2.2 Number of Positions Required**

In order to satisfy the anticipated hours of work outlined below, the proponent will be required to supply at least one full-time fully qualified municipal law enforcement officer/property standards officer with adequate backup to cover in the event of absences of the officer. The proponent may also be required to supply such further or other municipal law enforcement officers as the Town may require from time to time.

**2.3 Supervision of Municipal Law Enforcement Officers/Property Standards Officers**

The proponent shall be responsible for the direct supervision and conduct of the municipal law enforcement officers/property standards officers and shall take cognizance of regulations and instruction made or given by the Town or the Director, or such other person or persons as may be appointed by the Director.

If any person employed on the work be, in the opinion of the Town, intemperate, disorderly, incompetent, willfully negligent, working in an unsafe manner or dishonest in the performance of his/her duties, he or she may be directed by the Town to cease work and vacate the premises of the Town immediately. Such employee shall obey such direction without objection or argument and shall report immediately to the proponent.

**2.4 Uniforms**

The proponent shall provide uniforms to the municipal law enforcement officers/property standards officers at the proponents cost. The officers shall be properly attired in a clean, neat appearing, well-fitting uniform when on duty. The proponent's type and style of uniform is subject to the approval of the Town and details of the proposed uniforms shall be included in the proposal.

**2.5 Hours of Work**

The Town currently provides by-law enforcement, including property standards, on a reactive complaint basis within its own jurisdiction on an average of twenty (20) hours per week as the caseload requires in accordance with the needs of the municipality as decided exclusively by the Town. The successful proponent must agree and have the flexibility to adjust his or her hours of operation in order to accommodate the specific needs of the Town.

The Town also provides parking enforcement on a proactive basis within its jurisdiction eight (8) hours per week in two (2) four (4) hour rotating shifts throughout the week including occasional Saturdays. The Town has entered into a service sharing agreement with the Townships of West Lincoln and Wainfleet to provide proactive parking enforcement in West Lincoln and Wainfleet. The proponent will fulfil the Town's commitment with our partner municipalities to provide the

manpower and appurtenant equipment and facilities to patrol these municipalities as well. West Lincoln currently requires a minimum of eight (8) hours of patrol conducted in two (2) four (4) hour rotating shifts. Wainfleet requires a flexible schedule in the summer months to provide parking enforcement patrols on weekends only in the busy beach months starting sometime in June depending on weather and ending sometime in September depending on weather. Wainfleet's primary objective is to keep fire lanes open to the beach area in the summer. The successful proponent must agree and have the flexibility to accommodate the needs of the Township of Wainfleet.

## **2.6 Human Resources/Payroll Benefits**

The municipal law enforcement/property standards officers supplied by the successful proponent under the agreement shall remain employees of the proponent which shall be solely responsible for the arrangement of reliefs and substitutions, pay, supervision, discipline, Canada Pension, Employment Insurance, Employer's Health Tax, Workplace Safety & Insurance Board, vacation pay, leave, uniforms, Occupational Health & Safety and all other matters arising out of the relationship between employer and employee.

## **2.7 Equipment and Facilities**

The successful proponent shall provide the vehicles necessary for itself and its employees to carry out the services including all expenses such as insurance, fuel, licensing, maintenance, etc.

The proponent shall also provide for itself and its employees cellular telephones at the proponent's expense for the purposes of communication with the proponent as well as the municipal offices.

The proponent will supply cameras, photographic equipment and photo finishing at its expense as necessary in the exercise of its duties as required for the successful prosecution of offences in the Provincial Offences court.

The proponent will supply any safety equipment and supplies as necessary to comply with Occupational Health & Safety, including hard hats, footwear, hearing and vision protection, etc., as officers may be required to attend at construction sites, demolition sites and other potentially dangerous or unsafe conditions.

The Town will supply Parking Tickets, Provincial Offence Notice tickets, the necessary forms, secretarial support and access to a desk and telephone in the Town office as required and deemed necessary by the Director.

## **2.8 Insurance**

The successful proponent will indemnify and save the Town harmless from any costs, claims, demands, suits, actions, or judgements made, brought or recovered against the Town resulting from any negligent act or omission by the proponent or its employees in connection with the services covered by this agreement.

The Town will indemnify and save the proponent and its employees harmless from any loss, costs, claims, charges, suits, actions or judgements made, brought or recovered against the proponent or any of its employees resulting from the performance of any of the duties set forth in this

agreement, or the carrying out by any such employee of instructions given to him or her by the Town under this agreement.

The proponent will provide insurance in the following amount and name The Corporation of the Town of Pelham and the Regional Municipality of Niagara as additionally named insured:

Minimum \$2,000,000 Public Liability

A certificate from the Workplace Safety & Insurance Board certifying that the proponent is in good standing with the board.

## **2.9 Notice**

The Town may make any changes in the duties set out in the RFP by giving written notice thereof to the proponent.

The Town will assume no responsibility for oral instruction or suggestion. All official correspondence in regard to the services must be directed to and issued by the Director.

## **2.10 Waiver**

The failure of either party at any time to require performance by the other party of any provision of the contract shall in no way affect the full right to require such performance at any time thereafter; nor shall a waiver by either party of any breach of the provisions thereof be taken or held to be a waiver of any succeeding breach of such provisions or as a waiver of the provision of itself.

## **2.11 Customer Service/Ambassadorship**

Municipal law enforcement/property standards officers are required to be courteous, diplomatic and respectful at all times and to promote goodwill to the public. The municipal law enforcement/property standards officers participate in the community and aid the public in emergency situations and provide directions to the public.

## **2.12 Security Clearance**

The proponent and all of its employees assigned to the Town shall be subject to a background security investigation and the proponent shall do everything necessary to facilitate any such investigation which the Town chooses to perform.

## **2.13 Employee Qualifications and Training**

The proponent must provide in its proposal a detailed list of its and its employees qualifications, abilities and experience in order to demonstrate that it and its employees are properly trained and the proponent has the required ability to provide the service in accordance with the needs of the Town.

The proponent must specify how its employees are trained, both initially and on an ongoing basis, so that the statutory obligations of the Town are fully satisfied. Also provide details on any specialized training that the proponent or its employees may have that may benefit the Town and its services.



**PART 3  
PROPOSAL PRICING**

**3.1 Pricing**

Proponents shall enter hourly rates and total amounts for all line items below. Such hourly rates shall be firm for the two year contract period and shall cover the complete **services** envisioned by the terms of this RFP and the needs of the Town. The hours of work and patrol are to be based on the current hours as outlined in Section **2.5 Hours of Work**. The proponent shall bill monthly for the period from the first of the month to the last of the month for the **services** related to By-law enforcement and property standards. The proponent shall bill monthly for the period from the 16<sup>th</sup> of one month to the 15<sup>th</sup> of the month following for the **services** related to parking enforcement.

Daily activity sheets outlining hours of work and detailed descriptions of activities are to be submitted with each invoice corroborating the proponent's claim.

**3.2 Pricing Summary**

**By-law enforcement and property standards:**

<u>Hourly Rate</u>	<u>Estimated Hours</u>	<u>Extended Annual Cost</u>
\$ _____	1,040 hours	\$ _____

**Parking Enforcement:**

	<u>Hourly Rate</u>	<u>Estimated Hours</u>	<u>Extended Annual Cost</u>
Wainfleet	\$ _____	40 hours	\$ _____
West Lincoln	\$ _____	416 hours	\$ _____
Pelham	\$ _____	416 hours	\$ _____

NOTE: All applicable taxes are extra and are to be shown separately on all invoices.

PROPONENTS GST NUMBER: \_\_\_\_\_

PROponent's COMPANY NAME: \_\_\_\_\_

**PART 4  
PROPOSAL DOCUMENT**

**4.1 Offer Document**

We, the undersigned, having examined the **REQUEST FOR PROPOSAL**, terms and conditions, parking enforcement service, by-law enforcement service and property standards enforcement service (services) and the appendices and documents constituting this proposal, hereby offer and agree to enter into an agreement with the Town to supply the services in accordance with this proposal.

\_\_\_\_\_  
(Name of proponent)

\_\_\_\_\_  
(Street Address)

\_\_\_\_\_  
(Mailing Address if different from above)

\_\_\_\_\_  
(Telephone/Cellular/Fax numbers)

\_\_\_\_\_  
(Contact name)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print name of Signatory)

\_\_\_\_\_  
(Title of Signatory)

\_\_\_\_\_  
(Witness signature if proponent is not a corporation)

**Note: Affix corporate seal, if applicable.**

#### 4.2 Declaration

**To:** The Corporation of the Town of Pelham,  
Mr. Ernie Cronier, Director of Building & Enforcement Services,  
20 Pelham Town Square, Box 400,  
Fonthill, ON L0S 1C0

1. The undersigned represents that no person, firm or Corporation, other than the one whose signature or the signature of whose proper officers and seal is or are attached below, has any interest in this proposal or in any agreement resulting therefrom.
2. The undersigned represents that this proposal is made without any connection, knowledge, comparison of figures or arrangement with any other company, firm or person making a proposal for the same service and is in all respects fair and without collusion or fraud.
3. The undersigned has carefully read the **REQUEST FOR PROPOSAL FOR BY-LAW ENFORCEMENT, PARKING ENFORCEMENT AND PROPERTY STANDARDS ENFORCEMENT SERVICE** dated March 8, 2005 and has examined the "Appendices" and otherwise satisfied myself as to the conditions under which the service is to be provided, and hereby offers to enter into a contract with the Corporation of the Town of Pelham, for **PARKING ENFORCEMENT, BY-LAW ENFORCEMENT AND PROPERTY STANDARDS ENFORCEMENT SERVICES** according to the said **REQUEST FOR PROPOSAL**.
4. The undersigned hereby agrees to comply in all respects with the proposal including the said **REQUEST FOR PROPOSAL** document attached hereto, which is to be read with and form part of this proposal.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

) \_\_\_\_\_  
) (Name of Proponent)  
) \_\_\_\_\_  
) (Signature, under seal if applicable)  
) \_\_\_\_\_  
) (Address)  
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) (Telephone & Fax Numbers)