



**JOINT REQUEST FOR PROPOSALS (RFP)
TERMS OF REFERENCE**

For

SHARED MUNICIPAL ENFORCEMENT SERVICES

For

**TOWN OF PORTUGAL COVE-ST. PHILIP'S
&
TOWN OF TORBAY**

May 2024

PCSP-PW-2024-02

RFP Opening: May 23, 2024, 2:30PM NST

RFP Closing: May 23, 2024, 2:00PM NST

This Page is Intentionally Left Blank

SUMMARY OF KEY INFORMATION

| | |
|----------------------------|---|
| RFP TITLE | <i>Municipal Enforcement</i> Proponents should use this title on all correspondence. |
| CONTACT PERSON | The point of contact for this RFP is: <i>Charlie Hamlyn</i> <i>Director of Public Works</i> <i>Town of Portugal Cove-St. Philip's</i> <i>Email: Charlie.hamlyn@pcsp.ca</i> <i>Phone: 709-895-8000 ext. 232</i> |
| ENQUIRIES | Please direct all enquiries by email to the Contact Person. Enquiries received by any other means may not be answered. Proponents are encouraged to submit enquiries at an early date to permit consideration by the Owner(s). Enquiries should be submitted no later than 1:30 pm on the day, that is five (5) business days before the Submission Time. The Owner(s) may, in its sole and absolute discretion, decide to not respond to any enquiry. |
| SUBMISSION TIME | Submission time is 2:00 pm Newfoundland Time, May 23, 2024, or as indicated in the call for bids, or amended by addendum. |
| SUBMISSION LOCATION | Proposals are to be submitted to: Director of Public Works Town of Portugal Cove-St. Philip's 1119 Thorburn Road Portugal Cove-St. Philip's, NL A1M 1T6 Or Via email to: procurement@pcsp.ca |

TABLE OF CONTENTS

| | | |
|--|---|---|
| 1.0 | INTRODUCTION..... | 1 |
| 1.1 | Project Specific Background, Description, Scope of Work, and Timeline | 1 |
| 1.2 | Intellectual Property Rights..... | 1 |
| 1.3 | Other General Information..... | 1 |
| 2.0 | Response Content..... | 1 |
| 2.1 | Table of Contents | 2 |
| 2.2 | Executive Summary (one page)..... | 2 |
| 2.3 | Project Approach (up to four pages)..... | 2 |
| 2.4 | Reference Projects (one page) | 2 |
| 2.5 | Schedule of Rates and Fees | 2 |
| 3.0 | Evaluation Criteria..... | 3 |
| 3.1 | Evaluation Process..... | 3 |
| 4.0 | Submission Requirements | 3 |
| 4.1 | Submission..... | 4 |
| 4.2 | Acknowledgement of Addenda | 5 |
| 4.3 | Amendment of Proposal..... | 5 |
| 4.4 | Submission Rejection..... | 5 |
| 4.5 | Costs for Submission..... | 5 |
| 4.6 | Owner(s)'s Property..... | 5 |
| 4.7 | Validity Period | 6 |
| 4.8 | Governing Laws | 6 |
| 5.0 | Access to Information | 6 |
| 6.0 | Evaluation Process | 6 |
| 7.0 | Reservation of Rights | 7 |
| 8.0 | CONFLICT OF INTEREST AND RELATIONSHIP DISCLOSURE | 7 |
| 9.0 | No Collusion | 8 |
| 10.0 | Limitation of Damages | 8 |
| 11.0 | Reporting Structure | 9 |
| 12.0 | Enquiries | 9 |
| 13.0 | Electronic Communication..... | 9 |
| Appendix A – Project Background, Description and Reporting Details | | 1 |

| | | |
|---|------------------------------|---|
| 1.0 | Background | 1 |
| 2.0 | Project Description | 1 |
| 3.0 | Reporting Structure | 2 |
| 4.0 | Enquiries | 2 |
| Appendix B – Project Objectives and Scope of Work | | 1 |
| 1.0 | Summary: | 1 |
| 2.0 | Goal:..... | 1 |
| 3.0 | Scope of Work:..... | 1 |
| 4.0 | EQUIPMENT | 2 |
| 5.0 | Agreement for Services:..... | 2 |

1.0 INTRODUCTION

The Towns of Portugal Cove – St. Philips and Torbay are currently seeking proposals to perform duties of Municipal Enforcement; by enforcing a number of Municipal Bylaws, traffic regulations, waste management, sanitary sewer use, parking, illegal dumping, and other applicable responsibilities. This will be for a One (1) year contract, with a three (3) month probationary period. At the conclusion of the one (1) year term, the Town reserves the right for extension or termination of the contract.

The Owner(s) are requesting responses to the Request for Proposals (RFP) to select a Proponent who will undertake the scope of work identified herein. Through the RFP process, the Owner(s) hopes to identify a Proponent with the appropriate skills, experience, and capacity to successfully carry out the scope of services detailed herein.

1.1 Project Specific Background, Description, Scope of Work, and Timeline

Refer to **Appendix A** and **Appendix B** for Project Specific Background, Description, Reporting Details, Service Equipment, Timeline, and Scope of Work.

1.2 Intellectual Property Rights

1. The Owner(s) will retain the intellectual property rights including patents, copyright, trademark, industrial design and trade secrets in any deliverable product or product developed through this contract. Licensing and marketing rights to the developed product will not be granted in the contract.
2. Proposals regarding these rights should not be submitted to the Owner(s) in response to this Request for Proposal and will not be considered in the evaluating responses.

1.3 Other General Information

1. The Owner(s) reserves the right to directly hire/call RFPs for Prime Consultants for specific projects outside the scope of this Request for Proposal.
2. The Owner(s) reserves the right to amend the RFP at any time by issuing a written addendum.
3. The Owner(s) is accepting either physical or electronic submissions for this Request for Proposal. **Proposals are to be submitted in one medium only** (either physical or electronic – not both). Only one proposal will be accepted from a proponent; submission of multiple proposals from a proponent will mean automatic rejection of all submissions from that proponent.
4. The Owner(s) reserves the right to cancel solicitation at any time, and are not bound to accept the lowest cost, highest ranking, or any proposal.
5. Public opening of RFP will take place digitally at ID #678-000-1119 (<https://us02web.zoom.us/j/6780001119>)

2.0 RESPONSE CONTENT

It is highly advisable, but not strictly mandatory, for response content to be organized and presented in a similar manner to the Response Content outlined below for ease of review and consideration by the Evaluation Committee. It is not the responsibility of the Evaluation

Committee to exhaustively search through response documents organized in other fashions to find and evaluate content. Response Content is to fit within the section page limits indicated; supplementary appendices related to Response Content will not be considered unless they are explicitly requested in the Response Content section.

2.1 Table of Contents

1. Proposals should include a table of contents properly indicating the section and page numbers of the information included.

2.2 Executive Summary (one page)

1. Responses shall include an abstract of no more than one (1) page on the information presented in the proposal and the Proponent's unique qualifications and services.
2. Note to Proponents: Content in the Executive Summary is for summary purposes only and **will not be evaluated** in the consideration of criteria outlined in the Evaluation Chart.
3. Affirmation that any specific materials deemed by the Proponent to be Confidential, as outlined in Section 7.0, have been identified.

2.3 Project Approach (up to four pages)

The Proponent, demonstrating clear understanding, shall identify the following:

1. Project Work Plan for organizing and executing the project scope and project objectives;
2. Project Management Plan, including Stakeholder (i.e., Owner(s), Department, others) engagement process throughout the project, and integration of the Proponent's Quality Management Process;
3. Project Risks, Constraints, and Limitations that may impact the project delivery and success, and how they will be mitigated; and
4. Value Added Information that the Proponent specifically brings to the project.

2.4 Reference Projects (one page)

1. The Proponent must provide three (3) professional references for services provided similar to the scope of work outlined in Appendix B.
1. The Town will be providing the successful Proponent with all required keys and security information prior to commencement of the Service Period. All keys and other information are to be returned to the Town upon completion or termination of the service period

2.5 Schedule of Rates and Fees

1. All financial information regarding professional fees including hours used to calculate fees, travel time and expenses are to be provided in the Sealed Cost of Services envelope or a separate electronic file.
2. The Proponent shall show Professional Fees calculated for each of the tasks outlined in the work plan, and further outlined in **Appendix A** and **Appendix B**. This summary should include any services not itemized but deemed necessary by the Proponent.

3. This section of the proposal should also include:
 - a. Hourly rate of personnel.
 - b. Unit cost per hour for additional call-in services that may be required for special or emergency events for personnel and for a patrol vehicle.
 - c. Vehicle rates, including fuel and insurance fees:
 - d. Their relative participation (number of hours); and
 - e. Disbursements.

3.0 EVALUATION CRITERIA

3.1 Evaluation Process

1. Proposals will be evaluated using a two-step, two-envelope procurement bidding procedure whereby the Technical and Cost of Services responses will be submitted in two separately sealed envelopes or as two separate electronic files. Proponents will be evaluated on the technical proposal prior to the opening and evaluation of the Cost of Services proposal as detailed in Section 5 and Section 6 below.
2. Weighted Factor Table - The technical evaluation committee will use the following Weight Factor Descriptions and information supplied within the proposal to evaluate the proposal submissions:

| Weight Factor Description | Weight |
|--|---------------|
| Deficient – the Response fails to meet the requirements of the applicable RFP references and associated scoring criteria in a suitable and documented manner. The Response has little merit and fails to demonstrate that the work will be performed in an acceptable manner. | 0% |
| Poor – The Response fails to meet the requirement of the RFP references and associated scoring criteria in a suitable and documented manner. The response has some merit, but there are significant weaknesses that could result in unacceptable shortcoming in the performance of the work. | 10% - 30% |
| Fair – the Response barely meets the requirements of the applicable RFP references and associated scoring criteria in a suitable and documented manner. The response has substance but there are weaknesses that could result in tolerable or reasonably correctable shortcoming in performance of the work. | 40% - 60% |
| Good - the Response reasonably demonstrates that the requirements of the applicable RFP references and associated scoring criteria are met in a documented and suitable manner. The response is comprehensive but there are minor weaknesses that should not significantly impact the performance of the work. | 70% - 80% |
| Excellent - the Response fully demonstrates that the requirements of the applicable RFP references and associated scoring criteria are met in a documented and suitable manner. There are no apparent weaknesses. | 90% - 100% |

4.0 SUBMISSION REQUIREMENTS

Proposals, rather than tenders, have been requested in order to afford Proponents an opportunity to demonstrate their specific expertise and potential for an innovative approach in providing

services. The proposed approach should satisfy the Owner(s)'s needs in a cost-effective and timely manner.

4.1 Submission

1. Proposals must clearly show the complete company name, name, and telephone number of primary contact person(s).
2. After the closing time and date, all proposals received by the Owner(s) become the property of the Owner(s).
3. For physical submissions, it is **mandatory to provide one (1) hard copy in Adobe PDF format of the technical proposal, and one (1) hard copy of the financial proposal. These must be submitted in a sealed envelope clearly marked "Proposal for Services for Municipal Enforcement"**, addressed to:

Mailing and Delivery Address

Director of Public Works
Town of Portugal Cove-St. Philip's
1119 Thorburn Road
Portugal Cove-St. Philip's, NL
A1M 1T6

4. For electronic submissions, it is **mandatory to provide one (1) copy of the technical proposal and one (1) copy of the financial proposal, both in Adobe PDF format. These must be clearly marked "Proposal for Services for Municipal Enforcement"**, and submitted to:

procurement@pcsp.ca

5. It is mandatory that proposals are submitted using a two-envelope procurement procedure whereby proponents must submit two sealed envelopes (or separate electronic files) simultaneously, one for the Technical Proposal and one for the Cost of Services Proposal. Both envelopes must be appropriately identified as to the contents of each, and with the name of the proponent.
 - a. For physical submissions, the following wording shall also be marked on the outside of the Cost of Service envelope: "Cost of Service to be opened by Technical Evaluation Committee Only". Any Cost of Services envelopes not appropriately identified with the aforementioned wording, and Name of the Proponent will be destroyed without opening.
 - b. For electronic submissions, the file name must begin with "COST OF SERVICE". Any Cost of Services files not appropriately identified with the aforementioned wording will not be opened.
6. Envelopes containing proposals must be opaque, non-transparent.
7. It is mandatory that proposals must be received at the address above no later than the time (Newfoundland Time) and date indicated in the proposal call advertisement or as amended.
8. Proposals must be based on these Instructions and Terms of Reference.

9. Proposals must be in English, written in suitably readable font (Arial or Calibri font, or similar, are recommended), size 10, 11, or 12, and black in colour, on a white background.
10. Pages in excess of the section page limits (noted in Section 2) will not be considered.

4.2 Acknowledgement of Addenda

Acknowledgement of addenda received shall be included in the cover letter of the submitted proposal. Acknowledgement must be made of each numbered addendum issued; a blanket statement of acknowledgement of “All Addenda” will not be accepted.

4.3 Amendment of Proposal

Properly documented amendments to the proposal submission will be permitted up to the proposal closing time at the address above. Amendments documented by facsimile will be accepted by Tendering and Contracts. If proponents decide to amend their cost of services, submit **only the incremental change** in the amendment; do not indicate the total price.

4.4 Submission Rejection

1. Proposals received and not conforming to items outlined in this request for proposals will be returned to Proponents(s), without consideration.
2. Proposals received via facsimile machine will not be accepted.
3. For further clarity; the following table highlights Rejection Criteria for submissions:

| Submission Deficiencies Possibly Resulting in Proposal Rejection | YES | NO |
|---|------------|-----------|
| Submission received prior to the closing time on the date indicated. | | |
| Submission envelopes are opaque (for physical submissions only). | | |
| Submission indicates which contents are the Technical Proposal. | | |
| Technical Proposal submission is clearly marked with the NAME of the proponent. | | |
| Cost of Service submission. | | |
| Cost of Service submission clearly marked with the NAME of the proponent. | | |
| Submission contains one copy of Technical Proposal. | | |
| Submission contains one copy of Cost Proposal. | | |
| Cost Proposal Amendments, if submitted, DO NOT indicate Total Price. | | |
| Proposal is in English, with appropriate text font and colour. | | |
| Acknowledgement of each Addendum. | | |

If the answer to any of the above is “NO”, the proposal can be rejected per Section 5.4.

4.5 Costs for Submission

Proponents are solely responsible for any costs or expenses related to the preparation and submission of proposals.

4.6 Owner(s)’s Property

All hard copies of proposals should be on 8 ½ inch x 11-inch format paper printed on both sides. For the purpose of clarity, the delivery schedule Gantt chart is permitted to be

submitted on a single 11-inch x 17-inch sheet under the same cover as the proposal. The PDF file must be provided in a format that is readable by Adobe Acrobat.

4.7 Validity Period

The Proponent's proposal must remain valid for a period of 90 days after the date of closing date of this request for proposals.

4.8 Governing Laws

1. The laws of the Province of Newfoundland and Labrador shall govern this proposal and any subsequent contract resulting from this proposal.
2. Note that this procurement is subject to trade agreements, if applicable.

5.0 ACCESS TO INFORMATION

1. This procurement process is subject to the Access to Information and Protection of Privacy Act, 2015.
2. The financial value of a contract resulting from this procurement process will be publicly released as part of the award notification process.
3. **The Proponent agrees that any specific information in its bid that may qualify for an exemption from disclosure under subsection 39(1) of the Access to Information and Protection of Privacy Act, 2015 has been identified. If no specific information has been identified it is assumed that, in the opinion of the Proponent, there is no specific information that qualifies for an exemption under subsection 39(1) of the Access to Information and Protection of Privacy Act, 2015.**
4. By submitting a Proposal, the Proponent represents and warrants to the Owner(s) that the Proponent has complied with applicable Laws, including by obtaining from each person any required consents and authorizations to the collection of information relating to such individual and to the submission of such information to the Owner(s), and the use, distribution and disclosure of such information as part of the Proposal for the purposes of, or in connection with, this RFP and the Competitive Selection Process.
5. For further clarification on Access to Information and Protection of Privacy disclosure requirements for Public Procurement, see the guidance document from the Office of the Information and Privacy Commissioner at the following link:
<http://www.oipc.nl.ca/pdfs/PublicProcurementActAndATIPPA2015.pdf>

6.0 EVALUATION PROCESS

1. A Technical Evaluation Committee, made up of representatives the Owner(s) and/or the Owner(s)'s representative, will review the proposal submissions. Based on the results of the review, the Committee will make a recommendation to the Owner(s) on a Proponent. The Committee reserves the right to accept any or none of the proposals submitted and will evaluate proposals based on the best value and not necessarily the lowest cost of service. Please refer to the Evaluation Criteria outlined in Section 3.0 of the Terms of Reference. Acceptance of the recommended Proponent is subject to the approval of the Owner(s).
2. The Technical Committee reserves the right to conduct pre-selection meetings with Proponents, which may include a run-through of the proposal submission.

3. The successful Proponent will be required to enter into a Standard Form of Agreement between the Owner(s) and Prime Consultant for services related to the project. The Agreement must be reviewed and approved by the Owner(s) prior to execution.

7.0 RESERVATION OF RIGHTS

The Owner(s) reserves the right, in its sole and absolute discretion, to:

1. Amend the scope of work of the RFP, and/or modify, cancel, or suspend the RFP at any time for any reason.
2. Accept or reject any proposal based on the evaluation of the proposal based on the guidelines in this Terms of Reference. In particular, the Owner(s) is not obliged to select the proponent with the lowest cost.
3. Reject a proposal that fails to meet the Mandatory Requirements.
4. Waive a defect, irregularity, non-conformity, or non-compliance in or with respect to a proposal or failure to comply with the requirements of this RFP, except for Mandatory Requirements, and accept that proposal even if such a defect, irregularity, non-conformity or non-compliance or failure to comply with the requirements of this RFP would otherwise render the proposal null and void.
5. Reject, disqualify or not accept any or all proposals without any obligation, compensation, or reimbursement to any Proponent or any of its team members.
6. Re-advertise for new proposals to this or a modified RFP, call for quotes, proposals or tenders, or enter into negotiations for this work or for work of a similar nature.
7. Make any changes to the terms or the business opportunity described in this RFP.
8. Amend, from time to time, any date, time period or deadline provided in this RFP, upon written notice to all Proponents.

8.0 CONFLICT OF INTEREST AND RELATIONSHIP DISCLOSURE

1. Reservation of Rights to Disqualify
 - a. The Owner(s) reserves the right to disqualify any Proponent that in the Owner(s)'s opinion has a conflict of interest or an unfair advantage (including access to any confidential information not available to all Proponents), whether real, perceived, existing now or likely to arise in the future, or may permit the Proponent to continue and impose such conditions as the Owner(s) may consider to be in the public interest or otherwise required by the Owner(s).
2. Relationship and Conflict Disclosure
 - a. Each Proponent, including each member of the Proponent team, shall fully disclose all relationships it may have with the Owner(s), or any other person providing advice or Works to the Owner(s) with respect to the Work or any other matter that gives rise, or might give rise, to a conflict of interest or an unfair advantage at any time during the RFP Process by written notice addressed to the Contact Person promptly after becoming aware of any such relationship.
 - b. At the time of such disclosure, the Proponent will include sufficient information and documentation to demonstrate that appropriate measures have been, or will be, implemented to mitigate, minimize or eliminate the actual, perceived or potential conflict of interest or unfair advantage, as applicable. The Proponent will provide such additional information and documentation and implement such additional measures as

the Owner(s) may require in its sole and absolute discretion in connection with the consideration of the disclosed relationship and proposed measures.

3. The Owner(s) May Make Advance Decisions
 - a. The Owner(s) may make advance decisions, where the Owner(s) identifies a potential conflict or an unfair advantage. The onus is on the Proponent to clear any potential conflict or unfair advantage, or to establish any conditions for continued participation.
4. Decisions Final and Binding
 - a. The decision of the Owner(s) is final and binding on the persons requesting the ruling and all other parties including Proponents and Proponent team members. The Owner(s) has discretion to establish the relevant processes from time to time, including any circumstances in which a decision may be amended or supplemented.
 - b. The Owner(s) may provide any decision by the Owner(s) regarding conflicts of interest to all Proponents if the Owner(s), in its sole and absolute discretion, determines that the decision is of general application.

9.0 NO COLLUSION

1. Proponents and Proponent team members, their employees and representatives involved with their proposal will not discuss or communicate, directly or indirectly, with any other Proponent or any director, officer, employee, consultant, advisor, agent or representative of any other Proponent (including any Proponent team member of such other Proponent) regarding the preparation, content or representation of their proposals. For subcontractors that are partnering or considering partnering with more than one Proponent, such subcontractors shall keep all pricing, strategy or other commercially confidential information discussed with one Proponent confidential in their discussion with another Proponent.
2. By submitting a proposal, a Proponent, on its own behalf and as authorized agent of each firm, corporation or individual member of the Proponent and Proponent team, represents and confirms to the Owner(s), with the knowledge and intention that the Owner(s) may rely on such representation and confirmation, that its proposal has been prepared without collusion or fraud, and in fair competition with proposals from other Proponents.
3. In the event of any collusion in contravention of this Section, the Owner(s) in its sole and absolute discretion may at any time, but will not be required to, reject any and all proposals submitted by that Proponent without further consideration or compensation.

10.0 LIMITATION OF DAMAGES

Each Proponent on its own behalf and on behalf of the Proponent team and any member of a Proponent team:

1. Agrees not to bring any claim against the Owner(s) or any of its respective employees, advisors or representatives for damages in excess of the amount equivalent to the reasonable costs incurred by the Proponent in preparing its proposal for any matter in respect of this RFP, including:
 - a. If the Owner(s) accepts a non-compliant proposal or otherwise breaches, or fundamentally breaches, the terms of this RFP; or

- b. If the Work or RFP process is modified, suspended or cancelled for any reason (including modification of the scope of the Work or modification of this RFP or both) or the Owner(s) exercises any rights under this RFP; and
2. Waives any and all claims against the Owner(s), or any of their respective employees, advisors or representatives for loss of anticipated profits or loss of opportunity if no agreement is made between the Owner(s) and the Proponent for any reason, including:
 - a. If the Owner(s) accepts a non-compliant proposal or otherwise breaches or fundamentally breaches the terms of this RFP or the RFP Process; or
 - b. If the Work or RFP Process is modified, suspended or cancelled for any reason (including modification of the scope of the Work or modification of this RFP or both) or the Owner(s) exercises any rights under this RFP.

11.0 REPORTING STRUCTURE

1. The successful Proponent will report directly to the Owner(s), as outlined in **Appendix A**.
2. The successful Proponent shall maintain a communication structure that includes the Owner(s) and other significant stakeholders.

12.0 ENQUIRIES

1. All enquiries regarding this RFP must be directed to the Owner(s), as outlined in **Appendix A**.
2. All questions should be submitted, in writing at least ten (10) days prior to the closing time and date. No amendments will be issued five (5) days prior to closing.
3. Any verbal representations, promises, statements or advice made by employees of the Owner(s) other than written responses, should not be relied upon.

13.0 ELECTRONIC COMMUNICATION

1. The Owner(s) does not assume any risk or responsibility or liability whatsoever to any Proponent:
 - a. for ensuring that any electronic email system being operated for the Owner(s) is in good working order, able to receive transmissions, or not engaged in receiving other transmissions such that a Proponent's transmission cannot be received; or
 - b. if a permitted email communication or delivery is not received by the Owner(s), or received in less than its entirety, within any time limit specified by this RFP.
2. All permitted email communications with, or delivery of documents by email to, the Contact Person will be deemed as having been received by the Contact Person on the dates and times indicated on the Contact Person's electronic equipment.

APPENDIX A – PROJECT BACKGROUND, DESCRIPTION AND REPORTING DETAILS

1.0 BACKGROUND

The Town of Portugal Cove – St. Philips (PCSP) and the Town of Torbay are municipalities in the greater St. John's metropolitan area, in the Province of Newfoundland and Labrador. The land area of the Towns consists of approximately 57.6 km² (PCSP) and 34.9 km² (Torbay) respectively. Data from Statistics Canada identified that the Town's population as per Census 2021, is comprised of 8,415 (PCSP) and 7,852 (Torbay) residents.

The goal of the Town(s) is to jointly provide for the protection, preservation, and sustainability of our communities as we grow and expand. To ensure that our residents and visitors have a safe and secure atmosphere to perform daily activities and enjoy day-to-day life.

2.0 PROJECT DESCRIPTION

The Town(s) are seeking to have Municipal Enforcement Officers designated through Municipal Enforcement Under section 179 of the Municipalities Act 1999.

(1) A Council may appoint one or more Municipal Enforcement Officers.

Also, through Enforcement under section 278 of the Towns and Local Service District Act.

(1) A town council may, by resolution, appoint one or more by-law enforcement officers.

(2) A by-law enforcement officer has the powers, duties and functions that are prescribed in this Act or as determined by a town council by by-law.

These Municipal Enforcement Officers will be responsible for all duties listed under the Scope of Work in Appendix B, and enforcement of Town Bylaws.

Both communities are exploring to seek the approval from the Minister to be able to appoint peace officers who have the powers of a member of the Royal Newfoundland Constabulary with respect to enforcement of moving violations. The successful proponent shall have the capability to serve in that function in the future.

3.0 REPORTING STRUCTURE

The successful Proponent will report directly to:

Charlie Hamlyn
Director of Public Works
Town of Portugal Cove-St. Philip's
Email: Charlie.hamlyn@pcsp.ca
Phone: 709-895-8000 ext. 232

OR

Brian Winter
Director of Infrastructure & Public Works
Town of Torbay
Email: bwinter@torbay.ca
Phone: 709-437-6532 ext. 284

The successful Proponent shall maintain a communication structure that includes the Owner(s) and other significant stakeholders.

The successful Proponent will be required to submit weekly reports of services rendered. Reports will include all pertinent information such as the exact time, date, and location of checkpoint patrols, number of tickets issued, as well as any problems that may have been noted (electronic note taking preferred where possible). The Town(s) may request a daily or monthly report as necessary and at its/their own discretion. All major problems or events should be reported immediately. A priority contact list will be submitted to the successful Proponent prior to commencement of the service period.

4.0 ENQUIRIES

All enquiries regarding this RFP must be directed to:

Charlie Hamlyn
Director of Public Works
Town of Portugal Cove-St. Philip's
Email: Charlie.hamlyn@pcsp.ca
Phone: 709-895-8000 ext. 232

All questions should be submitted in writing at least ten (10) days prior to the closing time and date. No amendments will be issued five (5) days prior to closing. Any verbal representations, promises, statements or advice made by employees of the Owner(s) other than written responses, should not be relied upon.

APPENDIX B – PROJECT OBJECTIVES AND SCOPE OF WORK

1.0 SUMMARY:

As outlined in **Appendix A**, the service will involve the protection, preservation, and sustainability of the communities as we grow and expand. To ensure that our residents and visitors have a safe and secure atmosphere to perform daily activities and enjoy day-to-day life.

2.0 GOAL:

Provide a safer environment and more secure for all residents and visitors to the communities of Portugal Cove – St. Philip's and Torbay, in a cost effective and efficient manner.

3.0 SCOPE OF WORK:

The successful Proponent will be required to provide a range of services relating to the delivery of these project(s).

Duties of Municipal Enforcement Officer (MEO) Portugal Cove – St. Philips & Torbay

1. Ensure compliance with the Municipal by-laws including waste management, illegal dumping, parking, traffic, snow clearing, signage and advertisement, sanitary sewer-use, noise and nuisance, and others as applicable and outlined below.
2. Schedule and conduct routine compliance and enforcement checks, as well as regular security patrols of municipal facilities and infrastructure.
3. Investigate complaints and alleged offences regarding all aspects of the Municipal by-laws
4. Provide animal control services.
5. Communicate effectively with members of the public – educate, mediate, and negotiate with residents with respect to the by-law violations, providing adequate opportunity and time to the residents to bring the by-law violation into compliance
6. Provide information and guidance to residents and business owner(s) on regulations, protocols and guidelines, offering suggestions for improvement toward compliance.
7. Provide suggestions for developing new initiatives and programs geared toward increasing compliance, including feedback on by-law amendments and/ or policy and procedure changes.
8. Maintain up to date database of information related to non-compliance issues.
9. Prepare reports and correspondence, and compile statistical information regarding investigations or complaints, as required, and maintain complete and accurate records of same in the Municipal records systems.
10. Issue tickets and draft / deliver notices or orders as required.
11. Act as expert witness in court or at appeal hearings.
12. Make recommendations to revise or develop new by-laws for approval.
13. Work safely and in compliance with relevant statutes and regulations and within the safe work procedures and directives as established by the Municipality.
14. Related duties, as assigned.
15. Enforcement of regulations, by-laws and policies.

Additional Items

- Noise / Public Nuisance Complaints (Regulations)
- Animal Investigations (Regulations)
- Loitering
- Parking Issues (Regulations)
- ATV / Offroad Vehicle Regulations
- Public Safety Monitoring
- Patrolling of Playgrounds and Open Spaces
- Patrolling of Municipal Buildings and Facilities
- Patrolling of Schools
- Patrolling of Trails (ATV/Snowmobile/Pedestrian)
- Property Standards Compliance (where requested)
- Municipal Occupancy & Maintenance Compliance (where requested)
- Municipal Mineral Working Conditions - Regulations (where requested)
- Municipal Mobile Vending Compliance – Regulations (where requested)

Future Considerations

- Prohibited use of Cellular Devices while Driving / Distracted Driving
- Speeding Enforcement
- Other Moving Violations

4.0 EQUIPMENT

Patrol vehicles are to be in like new or new condition and clearly marked indicating the name of the municipal enforcement / security company and have “MUNICIPAL ENFORCEMENT” in large block letters on each side of the vehicle.

5.0 AGREEMENT FOR SERVICES:

The Agreement for services will be adjusted for the scope of work undertaken if it differs from the statement herein. The proponent will be responsible for providing vehicles, insurance, fuel, and communication for Municipal Enforcement Officers. If required, the Town will provide handheld radio on the Town’s Public Works frequency for communication purposes during winter snow clearing season. Fees should be estimated using industry standards for the following, but not limited to vehicle use, staff salary compensation on hourly wage, overtime calls/work, shift differentials, etc....

For purpose of proposal submissions, please provide an hourly rate for all services inclusive of but not limited to Officer, wage, vehicle charge, fuel, insurance, phone charges, administration as well as please provide variances based on holiday or overtime increases.

All safety measures respecting personnel hazards recommended by the National and Provincial codes and/or prescribed by the authorities having jurisdiction shall be observed at all times. All responsibility for safety shall remain with the contractor.

All operations of the successful Proponent shall be in compliance with the Provincial and Town Occupational Health and Safety Regulations.

The successful Proponent shall furnish a Certificate from the Workplace NL indicating its compliance with all the requirements of the Commission.

The successful Proponent shall protect themselves and indemnify and save the Town from any and all claims which arise from the Proponent's operations under the contract where bodily injury, death or property damage is caused and for this purpose shall without restricting the generality of the foregoing maintain insurance with Public Liability. The Town(s) of Portugal Cove – St. Philips and Torbay shall be co-insured. Such insurance shall remain in full force and effect for the duration of the contract. The successful Proponent shall furnish a copy of the policy before the work begins.

The Town(s) requires that the duration of Municipal Enforcement Officers patrol be 10-14 hours daily, with variable start and end time to coincide with seasonal requirements, including but not limited to, snow clearing, parking bans, and summer recreation activities.

Within the Town(s) Traffic Regulations, the winter parking ban lasts from December 1st in each year to the 30th day of April in the succeeding year; between the hours of 12:00am and 8:00am (may vary between municipality). Snow clearing operations start around 4:00 am.

- This results in a min. of proposed **Winter Hours of 4 am – 9 am and 4 pm - 9 pm**
 - During winter snow clearing season it is a requirement that this is not a shared patrol but one dedicated to each Town.
- Proposed **Summer Hours of 8 am – 1 pm and 6:30-11:30**. This is proposed times but is flexible and may change pending service requirements.
 - This can be a shared patrol service.

In addition, the Town(s) require regular security / nuisance / loitering patrols throughout the year, with an increased requirement during the summer season, which will require afternoon and evening patrols, including confirming that certain sites / facilities are properly locked.

For Torbay, this will include a min. of 5 municipal building sites, at min. 3 playground sites, plus picnic areas, municipal lift stations, beaches, and harbour access routes. The Town of Portugal Cove St. Philips has 8 municipal building sites, 4 playground sites, several lift stations and picnic areas within the Town.

Due to this, consideration in scheduling would be required as Municipal Enforcement would be required to enforce the winter parking ban and more frequent summer security patrols.