

TOWN OF MIDLAND
ADMINISTRATION DEPARTMENT



REQUEST FOR PROPOSAL

**FOR THE PROVISION OF THE STUDY AND ANALYSIS
OF POLICING SERVICES – MIDLAND POLICE
SERVICE AND OPP**

FILE # F18-051116

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May 16, 2016

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1.0 INTRODUCTION

1.1 BACKGROUND

The Corporation of the Town of Midland is seeking to acquire the services of a consultant with expertise to study, analyze and compare policing services and costs between the Midland Police Service (MPS) and the Ontario Provincial Police (OPP).

The MPS has been serving the Town of Midland for over 100 years. The Town has a population of 16,575 (based on 2011 census data) encompassing 35 square kilometers.

The MPS consists of the Chief of Police, Inspector, 1 Staff Sergeant, 4 Sergeants and 17 Constables. The civilian staff includes 1 full time Admin with 3 part time Admins as well as 8 Auxiliary, 9 Guards and 2 Caretakers. There is a provincial court house located within the Town of Midland. The MPS is responsible to provide court security, prison transport and court administration for this facility. Please note that 4 full time staff and 2 part time staff are responsible for providing those services to the court house.

The service is overseen by a Police Service Board consisting of 2 members of council, 2 provincial appointees and 1 member of the public selected by Council.

Council passed a motion on December 14, 2015, to request costing from the OPP for comparison purposes. The process of obtaining the costing from the OPP commenced with the initial meeting on March 24, 2016.

The consultant will work closely with the OPP Costing Process Ad Hoc Committee for clarification. The Committee consists of the Mayor, MPS Police Chief, Council Rep on MPS Board, 2 additional Council members, CAO and Treasurer. The Director of Corporate Services/Clerk/Deputy CAO will be the first point of contact.

1.2 INTENT OF PROPOSAL

The Town of Midland intends to select a Consultant to conduct an analysis of the OPP proposal and compare against the current arrangement and current costs of the Midland Police Service in an “apples to apples” comparison.

Town of Midland staff including the Midland Police Chief shall remain intimately involved throughout the entire process and it shall be the responsibility of the Consultant to schedule regular meetings with Town of Midland staff, OPP Costing Process Ad Hoc Committee and Council during the various stages of this project.

1.3 DEFINITION OF TERMS

In this request for proposal, the following terms/abbreviations are defined as listed below unless otherwise specified:

Consultant means the vendor responding to the Request for Proposal

RFP means Request for Proposal

Town means the Town of Midland

1.4 CONTACTS

Any clarification of this document or request for additional information required by the Consultants should be directed in writing, (no oral requests), to the following person depending upon the nature of the clarification.

Requests shall be received **NO LATER THAN SIX DAYS PRIOR TO THE CLOSING DATE** identified in this Proposal request.

**Ms. Andrea Fay
Director of Corporate Services/Clerk/Deputy CAO
Town of Midland
575 Dominion Avenue
Midland, Ontario L4R 1R2
Phone: (705) 526-4275 ext 2209
Fax: (705) 526-9971
Email: afay@midland.ca**

During the Proposal period, no officer, agent or employee of the Town is authorized to alter orally any portion of these documents. Any alterations required will be issued to all Consultants as written addenda. Addenda shall be considered as an integral part of the contract documents. The Consultant shall list in its Proposal document all the addenda that were considered when its Proposal was prepared. Although every effort will be made to ensure that the Consultant receives all addenda, it is the responsibility of the Consultant to ensure all addenda issued have been received.

1.5 PROPOSED PROJECT TIMING

RFP Issuance.....	May 16, 2016
RFP Closes.....	June 3, 2016 no later than noon
Award Date.....	June 27, 2016
Completion Date.....	Within two months of the OPP providing their OPP Costing Proposal

2.0 GENERAL TERMS AND CONDITIONS

2.1 CLOSING TIME AND DATE

Proposals in sealed envelopes, clearly marked as to contents, will be received until **no later than 12:00pm NOON, June 3, 2016** and should be addressed to The Town of Midland, Administration Department, 575 Dominion Avenue, Midland, Ontario L4R 1R2, Attention: Ms. Andrea Fay, Director of Corporate Services/Clerk/Deputy CAO and endorsed **“Request for Proposal F18:051116”**.

Proposals received after the closing time and date **will not be accepted**. Please allow yourself sufficient time to deliver your Proposal.

It is the responsibility of those submitting Proposals to ensure the same is received by the Town. All Proposals submitted after the stipulated time will be returned, unopened, to the respective consultant.

Interested Consultants must understand and agree that this is an invitation for Proposal, not a tender call. Consultants responding to the RFP do so **AT THEIR OWN RISK**. No cost for the RFP or receiving of Proposal will be incurred by the Town.

2.2 REQUIREMENTS AT CLOSING

Two (2) copies of the response to the RFP and one electronic copy shall be provided. Each copy is to be bound and include a cover that clearly identifies the responding firm.

The Proposal must contain a table of contents to facilitate cross-reference of the information contained in the Proposal to the requirements of the RFP.

As well, a completed, signed and sealed Pricing Summary Form must be included.

2.3 COURIER/FACSIMILE

It is in the Consultant's best interest that they do not submit Proposals via a Courier Service. Some Courier Services will not accept Tenders/Proposals and therefore the Consultant could not comply with our request to clearly identify the sealed envelope as a Proposal. Proposals sent by facsimile or e-mail will not be accepted.

2.4 CONSULTANTS TO INVESTIGATE

Consultants must satisfy themselves by personal examination and investigation of the proposed work and by such other means as they may prefer, as to actual conditions and requirements of the work. Consultants are not to claim at any time after submission of their Proposals that there was any misunderstanding of the terms and conditions of the proposed work.

2.5 PRICES

Prices shall be firm not subject to escalation in Canadian funds, open for acceptance for 90 days after closing of the RFP, and include all taxes where applicable except the Harmonized Sales Tax that is payable and should be included in the total on our Form of Pricing Summary. HST should be listed separately on the successful bidders invoices. Prices submitted should be at "most favored customer pricing" as offered other customers in 2016, and shall also be guaranteed until the project is complete.

2.6 INFORMAL PROPOSALS

Proposals that are incomplete, conditional or obscure, or which contain additions not called for or issues, alterations or irregularities of any kind may be rejected as informal. The Town reserves the right to waive informalities at its discretion.

2.7 DISCLOSURE

The information supplied in response to the RFP will be subject to the provisions of the Municipal Freedom of Information and Protection of Privacy Act.

The Consultant shall ensure that all work performed on the site is performed in a manner consistent with the standards and objectives of the Town's Health and Safety Policy. The Consultant understands that work may be immediately suspended by the Town, its agents or servants, in the event of non-compliance with the Town's Health and Safety policies.

NOTE: Any Consultant that performs work for the Town must adhere to our Town Health and Safety Policies and Procedures. The Town must be in possession of a current Clearance Certificate from the WSIB at all times throughout the duration of the Contract (including the maintenance period). It is the responsibility of the successful Consultant to ensure the Town is always in possession of a current Clearance Certificate (i.e. every 90 days).

2.8 OFFER OPEN FOR ACCEPTANCE

Submitted Proposals shall be valid and subject to acceptance by the Town on the basis of the Proposal and dollar amount for a period of up to and including ninety (90) days from the date of closing of this Proposal request.

2.9 CLARIFICATION OF PROPOSALS

After the closing date of the RFP the Towns Administration Department shall undertake whatever evaluation activities it deems necessary to verify claims and evaluate the Proposal. The Town has no obligation to keep any of the bidders informed of its discussions with other bidders.

2.10 AWARD

The award, subject to Council approval in consultation with the Administration Department, shall be made to the Consultant whose Proposal is determined to be the most advantageous to the Town, and be within our budget, taking into consideration price and the other evaluation factors set forth in the RFP.

It is expected that a recommendation on the selection of the Consultant be made by the Towns Administration Staff as per the schedule shown. Town Council shall provide formal direction at the Council meeting. Please note, the lowest or any particular Consultant will not necessarily be accepted. The criteria to be considered by the Town in awarding the

Contract will include a combination of price, scheduling, expertise, qualifications, and such other conditions as may be determined by the Town to be in its own best interest, provided the Proposal is within the Towns budget.

The Town reserves the right, in its absolute discretion, to reject any or all Proposals, or to award the contract to other than the Contractor submitting the lowest Proposal, provided that Council, in its sole and absolute discretion, decides that it is in the best interest of the Town to do so.

The decision of the Council of the Town as enacted by Staff is final.

2.11 NEGOTIATIONS

The Town reserves the right to enter into negotiations with the "Consultant of Choice" after shortlist and evaluation. The Town may terminate negotiations if, in our sole opinion, we believe we cannot achieve a negotiated agreement that is in the best interest of the Town. No Consultant shall have rights against the Town arising from such negotiations or termination thereof.

If, after successful negotiations with the Consultant of choice, the Town has formally accepted the designated Consultant's final submission, a contract may be confirmed, in the form of a confirmation Purchase Order or by the Towns endorsement of a negotiated document (in accordance with our Terms, Conditions and Specifications) from the recommended Consultant's firm.

2.12 TERMINATION

The Town may terminate the contract at any time if they deem in their best interest to do so. The Town shall be relieved of all further obligations hereunder except for the payment of the balance outstanding for the work performed to the time of termination, plus all proper costs incurred by the Consultant resulting directly from termination. In no event shall the Consultant be entitled to damages or compensation for anticipated profits that may be lost because of such termination.

2.13 CONSULTANTS IDEMNIFICATION

The successful Consultant shall indemnify and save harmless Towns employees and its agents from and against all losses and all claims, demands, payments, suits, actions, recoveries and judgments of every nature and description made, bought or recovered against the Town by reason of any act or omission of the Consultant, their agents or employees, in the execution of their work.

The successful Consultant shall be responsible for any and all damages or claims for damages or injuries or accidents done or caused by them, their agents, subcontractors or employees, resulting from the prosecution of the works, or any of their operations, or caused by reason of the existence of location or condition of the works, or of any materials, plant or machinery used thereon or therein, or neglect or omission on their part, or on the part of any of their agents, subcontractors or their employees, to do or perform any or all of

the several acts or things required to be done by them under and by these conditions and such damages and claims for damages.

2.14 INSURANCE REQUIREMENTS

The successful Consultant will be required to provide the following insurance:

a) **Comprehensive General Liability**

The Insurance Coverage shall be \$5,000,000 for general liability and \$2,000,000 for automobile insurance for both owned and non-owned vehicles. A certificate of insurance showing the above noted coverage and including the Town as an additional insured shall be provided when requested.

b) **Professional liability insurance (Errors & Omissions)**

In an amount not less than One Million (\$1,000,000) per claim. Such insurance shall provide coverage for all errors and omissions made by the professional in the rendering of, or failure to render, professional services in connection with this Agreement. Upon completion of the work the policy shall remain in force for twelve (12) months

c) **Change in Coverage**

It is understood and agreed that the coverage provided by these policies will not be changed or amended in any way, nor cancelled by the Consultant until sixty (60) days after written notice of such change or cancellations has been personally delivered to the Town.

2.15 LAWS

The final contract with the successful bidder shall be governed by the laws of the Province of Ontario.

**3.0 PRICING SUMMARY FORM
REQUEST FOR PROPOSAL F18:051116**

CONSULTING SERVICES

TO: The Corporation of the Town of Midland
575 Dominion Avenue
Midland, Ontario L4R 1R2
Att: Andrea Fay
Director of Corporate Services/Clerk/Deputy CAO

Ms. Fay:

I/WE DECLARE that the matters stated in the said Proposal, are in all respects true.

The undersigned has carefully read the Documents as per the Proposal, and is otherwise satisfied as to the conditions under which the work is to be carried out, and do hereby bid for and offer to enter into a contract for the Consulting Services.

The undersigned hereby agrees to comply in all respects with the Conditions attached hereto, which terms and conditions are to be read with and form part of this Proposal.

Acceptance of this Proposal and the issuance of a purchase order will be considered a binding contract upon both parties. If specified at any time by the Town of Midland, it is acknowledged and agreed that the terms and conditions and any representations made in reference to this Proposal will be incorporated in a contract to be executed by the parties once the Town of Midland has formally accepted the Proposal offer.

I/WE FURTHER DECLARE that _____ addenda have been received for this Proposal document and are attached to this submission, and that I/WE understand it is the Consultant's ultimate responsibility to ensure all addenda issued have been received.

The Consultant warrants that the proposed price(s) shall be valid and binding upon the Consultant for not less than ninety (90) days. The Consultant agrees to perform the work in compliance with the required completion schedule stated in the Proposal documents.

Dated at _____ this _____ day of _____ 2016.

Firm Name

Street Address

Signing Authority

City

Postal Code

Phone Number

Fax Number

Email Address

3.1 PRICING SUMMARY SCHEDULE

PRICING SUMMARY

TOTAL PROPOSAL PRICE (EXCLUDING H.S.T.) \$ _____

REPEAT TOTAL PROPOSAL PRICE IN WRITING BELOW:

4.0 EVALUATION COMMITTEE

The Consultant’s submission will be referred for review to an Evaluation Committee of Town Staff, consisting of the Interim Chief Administrative Officer, Director of Corporate Services/Clerk/Deputy CAO, Director of Finance/Treasurer and the Police Chief. Following the review by the Committee, a report with a recommendation for Council regarding the consultant will be prepared.

4.1 SELECTION OF CRITERIA

1. Experience, Reputation and Resources

The Evaluation Committee will consider the Consultants demonstrated experience on similar engagements, key personnel and references where applicable. Consultants should include the features of their services that give them a competitive advantage and include the level of staff certification.....25%

2. Quality and Completeness of Proposal

The Evaluation Committee will consider the Proposal’s completeness. The presentation and ease of understanding will be evaluated. The ability to directly tie the Proposal back to the RFP’s requirements will be ranked more favourably.....5%

3. Workplan and Timelines

The Proposal should include narrative that illustrates an understanding of the Town’s requirements and Services. The Evaluation Committee will consider the general approach and methodology that the Consultant would take in performing the services. The Proposal narrative should include how the Consultant will complete the scope of Services, manage the Services, and accomplish the required objectives with the Town’s schedule as well as include a description of the standards to be met and evaluated in the deliverable. Consultants shall provide a schedule of activities and associated costs over the proposed period of the engagement.....30%

4. Financial

The total proposed pricing shall be inclusive, including but not limited to, mileage, disbursements, and travel time along with all works as described within the RFP document. HST must be shown separately where applicable.

The Evaluation Committee will not be limited to the criteria referred to above, and the Evaluation Committee may consider other criteria that the team identifies as relevant during the evaluation process. The Evaluation Team may apply the evaluation criteria on a comparative basis, evaluating the Proposals by comparing one Consultant’s Proposal to another Consultant’s Proposal. All criteria considered will be applied evenly and fairly to all Proposals.....40%

In addition to the stated evaluation criteria, on occasion, the Evaluation Committee may need to use additional (non-quantifiable) criteria in arriving at their final decision, particularly when deciding between a small number of short-listed Consultants or when two Proposals are very close in the scoring.

Although every effort will be made in the RFP to indicate the basis on which the Proposals will be evaluated, the final decision as to the use of evaluation criteria rests with the Town and the Evaluation Committee.

After an initial review of the Proposals based on the evaluation criteria a short list of Consultants may be interviewed and requested to provide a short presentation (approximately 1 hour) outlining their Proposal at no additional cost to the Town. The final evaluation will be based on the Proposal and the oral interview and presentation.

4.2 PROPOSAL SUBMISSION

Two copies of the Proposal should be submitted in a straightforward format. Include the following elements as a minimum within the Proposal: (See Section 2.2 for additional requirements.)

- 1) Understanding of the service deliverable and describe the proposed approach that is comprehensive in addressing the undertakings outlined in this RFP. The Proposal should include items which are warranted based on the requirements outlined but may not be necessarily noted. A detailed schedule is to be provided and include key milestones, review meetings, and draft and final submissions.
- 2) A list and brief description of similar projects completed within the last (2) two years where the proposed key personnel have been involved. Information shall include date of projects and client reference names and telephone numbers.
- 3) Project team personnel including key personnel, sub-consultants or other specialists to be assigned to the project, their qualifications, experience, expertise and involvement on the project. Append resumes of key personnel.
- 4) Completed pricing Summary Form
- 5) Hourly rates schedule by job title for all project team members for work beyond the scope of work indicated in this RFP. Hourly rates shall reasonably reflect actual costs and be consistent with the rates used for the lump sum calculation (part of completed Pricing Summary Form). Hourly rates shall be considered as part of the Proposal evaluation process.

5.0 SPECIFICATIONS

5.1 MIDLAND POLICE SERVICE AND OPP COSTING

The Town is currently policed by the MPS. Council has requested that the OPP provide a costing proposal for comparison purposes. The initial meeting with the OPP occurred on March 24, 2016.

It will be essential that the Consultant be well versed in the following:

1. Thoroughly understands the Police Services Act as it relates to the “five core functions” of community policing.
2. Understands the Towns geography, demographics and crime and call statistics.
3. Thoroughly understands the service delivery processes of the current OPP Section 5.1 Non-contract policing and Section 10 contract as it relates to the deployment model, staffing levels, service standards, service levels, accountability and billing model.
4. Thoroughly understands the impact related to deployment models, staffing levels, service standards, service levels, accountability and billing model following the initial municipal policing transition contract with the OPP.
5. Thoroughly understands the service delivery processes of the MPS as it relates to deployment, staffing levels, service standards, service levels, accountability and budget.
6. Thoroughly understands the current OPP billing review process and potential impacts as it relates to the Town under an OPP Contract.

5.2 OBJECTIVE

The Town desires to ensure that a comprehensive review of both the MPS and the OPP to provide the following:

1. An ‘apples to apples’ comparison of the MPS and the OPP in relation to deployment model, staffing levels, service standards, service levels, accountability and budget impact.
2. Identify current service standards and service levels of the MPS and to compare those with the service levels associated with the OPP through both the initial municipal policing transition and following that initial phase.
3. Identify current deployment model and staffing levels of the MPS and to compare those with the deployment model and staffing levels with the OPP through both the initial municipal policing transition and following that initial phase.
4. Review the budget impact related to the MPS and to compare same with the OPP billing model during both the initial municipal policing transition and following that initial phase.
5. Compare similar sized municipalities with a similar call volume that have engaged the OPP for policing to determine both their officer to call ratio and related billing model impact over a span of 15 years.
6. A comprehensive review of current and future costs and analysis of the overall costs of providing police services through the MPS and the OPP.
7. Analysis outlining all advantages and disadvantages of each contract option.

8. To assist with determining a service level statement for policing within the Town that considers the following:
 - meeting or exceeding all requirements for adequate and effective policing as outlined in the *Police Service Act*;
 - providing service to all areas of the Town;
 - providing service to all residents and visitors to the Town both currently and in the future.

5.3 OUTCOMES

The analysis should provide an ‘apples to apples’ comparison of both the MPS and the OPP. The analysis should include the review of deployment models, staffing levels, service standards, service levels, accountability and budget impact both short and long term considering both the initial municipal policing transition and following that initial phase.

The final report will include a comprehensive review of the MPS and OPP proposal to address the following objectives:

- To examine cost projections, including:
 - One time startup expenses
 - Annual operational costs (during initial municipal policing transition and following that initial phase)
- A comprehensive review of the current and future costs
- Recommendation on overall feasibility
- Community impacts both short and long term
- Service standards and Service level comparison
- Deployment model and Staffing level comparison
- Average increase per year with MPS and OPP (outside of the initial policing transition phase)
- Compare OPP costing based on similar sized municipality with similar call volume to determine officer to call ratio and related billing model impact over a 15 year span
- Assist with the determination of a service level statement to determine what is adequate policing considering service to all areas, residents and visitors within the Town both currently and in the future
- Analysis of all advantages and disadvantages of each contract option

The recommendations should be presented to the Ad Hoc Committee and Council of the Town of Midland for their consideration to ensure that an informed decision is made regarding policing within the Town.

5.4 THE TOWNS INVOLVEMENT AND RESPONSIBILITIES

The Town agrees to provide available information and supply the following services to the successful Consultant:

- 1) Make available for viewing and loan (must be returned to the Town) all appropriate available information and documentation relevant to the project. The Consultant is responsible for verification of the accuracy of all information taken from documents provided by the Town.

- 2) Provide access as required to any facilities on a pre-arranged basis.
- 3) Provide meeting space at the Towns Municipal Office, 575 Dominion Avenue, Midland Ontario for project meetings.

5.5 PAYMENT OF CONSULTING SERVICES

Payment shall be made based on detailed invoicing, submitted on a regular basis as mutually agreed upon by both parties.