

Perkasie Borough Police Operations Study

REQUEST FOR PROPOSAL (“RFP”) # 2019-02

1. PURPOSE OF THE STUDY

The Borough of Perkasie (the “Borough”) is soliciting proposals to undertake a study of the overall operations of the Perkasie Borough Police Department on a contractual basis. It is the objective of the Borough to secure through an outsourced contract an analysis of the organization, department staffing levels, management structure, deployment of personnel, cooperation with other agencies, and overall efficiency. The greatest importance will be placed on the ability to utilize the analysis to control expenses for the Department over the next five (5) years. The firm must possess a broad knowledge of public safety operations with particular strength in Pennsylvania municipalities, small cities, patrol, crime prevention, emergency services, investigations, and administration.

2. BACKGROUND

Perkasie is a borough with a population of approximately 9,000 which was incorporated in 1879. The Borough provides a full range of municipal services including operating its own Police Department. The Borough employs 18 full-time police officers and has a Council-Manager form of government. All legislative power is held by the publicly elected, nine-member Perkasie Borough Council. All Council Members have equal authority. The Chief of Police is the chief executive of the Police Department. By Ordinance, the Chief of Police is under the direction of the Mayor, who is in charge of the Police Department and has supervision over its members in the exercise of their powers, duties and authority.

The Police Department is governed by PA Borough Code and specifically, the Civil Service subsection.

The total budget for FY 2019 is \$18,000,379; with a General Fund budget of \$6,085,907. The Police Department has an operating budget of just over \$3,684,746 funded primarily by the General Fund. Sellersville Borough pays 30% of expenses under the Joint Municipal Law Enforcement Agreement between the Borough of Perkasie and Borough of Sellersville.

The Perkasie Borough Police Department is a full service law enforcement agency comprised of a Chief of Police, four (4) Sergeants; two (2) Detectives; eleven (11) F/T police officers, one (1) F/T Administrative Clerk, and one (1) F/T Clerk/Typist. The Department employees patrol the Borough limits of Perkasie and neighboring Sellersville Borough which encompasses together approximately 4 square miles and complete duties such as patrol, records management, investigations, crime prevention, and emergency preparedness services. It also participates in regional partnerships such as the Drug Task Force, DUI Program, and K-9 Program.

3. SCOPE OF WORK

CONSULTANT shall partner with the BOROUGH to evaluate the Department's existing staffing, organizational structure and processes as well as make recommendations for change, if any. The desired outcome of this project is to determine an optimal organization including staffing levels, effective use of civilian, professional, and sworn staff, and deployment schedules in order to provide the most effective, high quality police services to the community with long-term sustainability.

The review should include a detailed organizational and operational assessment of current Police Department law enforcement systems, services, and structures to include understanding requirements under the Labor Agreement and Contract for Police Services between the Borough of Perkasio and Sellersville. The assessment should include, but is not limited to:

- Appropriate staffing levels with an emphasis on officer safety, workload, and the use of existing resources and overtime.
- Review of the Collective Bargaining Agreement between the Borough of Perkasio and Perkasio Borough Police Officers' Association to recommend changes to be negotiated in future years to optimize staffing efficiency.
- Deployment Practices – staffing to workload, patrol work scheduling, shift relief factors, and geographic deployment.
- Organizational Structure and Management – the effectiveness of the organizational structure, strategic planning, crime management processes, organizational performance measures, budget practices, and information systems.
- Cost/benefit analysis of 12 hour shifts and its impact on the budget.
- Analysis of leave use/control
- Identification of any gaps between optimum operations and structure and the current operations and structure
- Information about personnel perceptions and organizational culture
- Analyze the percentage paid by Sellersville Borough per the Joint Municipal Law Enforcement Agreement between the Borough of Perkasio and Borough of Sellersville.

This analysis of operations includes gathering data, conducting interviews and reviewing best professional practices through a literature review, and available alternatives and potential performance and budget impacts from recommended changes.

Identify best practices and innovations in law enforcement for those areas outlined above. The practices should be consistent with agencies of similar size, characteristics, and crime rates as the Perkasio Police Department. The innovations should be similarly matched. When identifying best practices and innovations, special care should be given to focus on those that are relevant and practical for meeting public safety goals within the existing budget for the Perkasio Police Department. Cost considerations and organizational capacity to implement should be examined as well as the potential to achieve measurable results.

Identify areas of high performance and areas that present opportunities for improvement between current business practices, operations, best practices, and innovations. Gap(s), if any, should be clearly identified and recommendations should be made as to program refinements, new strategies, and resource modifications that might be required to better achieve community safety objectives and better fiscal responsibility.

The initial observations and findings will be presented in an informal preliminary report. The report should also identify any issues outside the identified scope of work that may impact the Police Department and require further analysis or actions on the part of the Borough. Following review of the draft with the project team (which may consist of members of Council, the Mayor, and staff), the report will be amended as needed.

Provide report of final results complete with recommendations for both short and long term action and recommended performance measures to determine implementation success. Include recommendations based on continuation of current revenue and expenditure trends as well as scenarios with significant changes to available resources. Recommended changes to the labor contract currently in place should also be made by the consultant for consideration during future negotiations, along with a dollar value for each change.

4. CONTRACTOR QUALIFICATIONS

The Borough is seeking a consultant with experience and expertise in the analysis of municipal police department operations and management, and experience and expertise in program analysis and cost benefit analysis in order to make specific recommendations. The consultant will need to have the capacity to evaluate procedures, practices, and performance in delivering police services in partnership with the community. The consultant should be able to demonstrate experience addressing these issues with other municipal police departments within the last three years. Experience in writing and presenting reports for local government officials is desired, including the development of findings, conclusions, and recommendations.

5. PROPOSAL REQUIREMENTS

Interested firms are to provide the Borough with a thorough proposal using the following guidelines:

All proposals must provide specific and succinct answers to all questions and requests for information. Indirect, imprecise, or incomplete responses can serve only to the disadvantage of the applicant. Please answer the questions in the format and order presented. (Submissions of individual resumes alone will not be considered responsive to any specific question.)

Each proposal should include:

A letter of transmittal;

- A. Names and qualifications of the specific individuals who would be assigned to this project. Please outline relevant education and experience of person(s) conducting the work of the project;
- B. Experience in the area of personnel, policies, procedures, operating analysis, patrol and other law enforcement functions;
- C. Experience with small law enforcement organizations and operations including a list of comparable benchmark agencies and departments for best practices;
- D. Detailed Scope of Work using the information provided in this RFP.
- E. Signature by a duly authorized official of the Consultant's firm who has the legal ability to bind the firm.
- F. Make a positive statement that insurance policies in force in amounts of coverage for not less than \$2,000,000 for Professional Liability, Workers Compensation, Comprehensive General Liability and Auto (Owned and Non-Owned). Prior to any commencement of services, the firm will be required to provide certificates of insurance coverage to the Borough.
- G. List any political contributions of money, in-kind services, or loans made to any Perkasio Borough councilmember within the last three years by the firm and any of its agents or employees assigned to this project.
- H. List all public clients for which you or your firm currently provide services.
- I. List all public clients for which you or your firm previously provided similar police operations review services over the last five years.
- J. Specify current or known future professional commitments in order that the Borough may evaluate your capacity and availability for the proposed project within the desired timeframe.
- K. Provide three professional references from projects as similar as possible to the proposed project. Include with each, the name, address, email address and work telephone number of the reference as well as a brief description of the nature of the professional association.
- L. Provide a proposed fee for the project based on the scope of work as outlined in the proposal and beyond. The fee should include the following:
 - a. Base fee for the services as outlined above.
 - b. Define any additional or variable charges proposed that would be in addition to the base fee.
 - c. Define the type and unit rates for reimbursement of expenses; for example, rate for mileage, reproduction of documents or word processing charges, and unit costs for telephone calls.

6. AGREEMENT

The successful firm will be required to enter into an agreement which will include the requirements of this RFP as well as other requirements. A sample agreement specifying the Borough's terms and conditions is attached (Attachment A). ***Any exceptions to the agreement must be stated in the proposal. Any submission of a proposal without objections to the agreement will confirm the agreement of the successful firm to enter into the agreement hereto as Exhibit "A". If there is a term or condition in the agreement that the firm intends to negotiate, it must be stated in the proposal. The***

successful firm will not be entitled to any changes or modifications unless they were first stated in the proposal. The Borough reserves the right to reject any proposal(s) containing exceptions or modifications to the agreement. The Borough may revise the stated terms and conditions prior to execution.

7. PROCESS FOR SUBMITTING PROPOSALS

A. Content of Proposal

The proposal must be submitted using the format as indicated in the Proposal Requirements section, above.

B. Preparation of Proposal

Each proposal shall be prepared simply and economically, avoiding the use of elaborate promotional material beyond those sufficient to provide a complete, accurate and reliable presentation.

C. Number of Proposals

Submit twelve (12) paper copies and a digital copy of your proposal in sufficient detail to allow for thorough evaluation and comparative analysis.

D. Submission of Proposals

Complete written proposals must be submitted in a sealed envelope addressed to: Andrea L. Coaxum, Borough Manager, Perkasio Borough, 620 W. Chestnut Street, PO Box 96, Perkasio, PA
RE: Police Operations Study

Proposals must be post-marked no later than March 22, 2019. Proposals will not be accepted after this deadline. Faxed or e-mailed proposals will not be accepted.

E. Inquiries

Questions about this RFP must be directed to the Borough Manager, via e-mail only, at manager@perkasioborough.org. All questions and responses will be shared with everyone else that has requested a copy of this RFP.

The Borough is not liable for any costs or expenses incurred in the preparation of a response to this Request for Proposal (RFP) and may withdraw or modify this request at any time.

The Borough Council reserves the right to reject all proposals, to request additional information concerning any proposals for purposes of clarification, to accept or negotiate any modification to any proposal, following the deadline for receipt of all proposals, and to waive any irregularities, if such would serve the best interest of the Borough, as determined by the Borough Council.

From the date that this RFP is issued, and until a firm is selected and the selection is announced, firms are not to communicate for any reason with any Borough employee other than the contracting officer listed above regarding this RFP. The Borough reserves the right to reject any proposal for violation of this provision. No questions other than those sent via e-mail to manager@perkasioborough.org as required, will be accepted, and no response other than written will be binding upon the Borough.

F. Conditions for Proposal Acceptance

This RFP does not commit the Borough to award a contract or to pay any costs incurred for any services. The Borough, at its sole discretion, reserves the right to accept or reject any or all proposals received as a result of this RFP, to negotiate with any qualified source, or to cancel this RFP in part or in its entirety. All proposals will become the property of the Borough. If any proprietary information is contained in the proposal, it should be clearly identified.

8. EVALUATION CRITERIA

The Borough may use some or all of the following criteria in its evaluation and comparison of proposals submitted. The criteria listed are not necessarily an all-inclusive list and the order in which they appear is not intended to indicate their relative importance:

- A. Compliance with RFP requirements;
- B. Understanding of the project;
- C. Recent experience in conducting similar scope, complexity, and magnitude for other public agencies, with a preference for experience with similarly sized Pennsylvania municipalities;
- D. Capacity and ability to complete the project in a timely manner;
- E. Educational background, work experience, and any directly related legal experience;
- F. Price; and
- G. References.

The Borough may also contact and evaluate the bidder's and subcontractor's references; contact any bidder to clarify any response; contact any current user of a bidder's service; solicit information from any available source concerning any aspect of a proposal; and seek and review any other information deemed pertinent to the evaluation process. The Borough shall not be obligated to accept the lowest priced proposal, but shall make an award in the best interests of the Borough.

9. SCHEDULE OF EVENTS

This Request for Proposal will be governed by the following schedule:

Release of RFP	February 25, 2019
Proposals are Due	March 22, 2019

**PROFESSIONAL SERVICE AGREEMENT
POLICE OPERATIONS STUDY CONSULTING SERVICES**

This agreement made this ___ day of ___, 2019, between Perkasio Borough, a duly incorporated municipal corporation with its offices located at 620 w. Chestnut Street, Perkasio, PA 18944 (hereinafter referred to as "Borough")

AND

XXX, having an office for business located at INSERT ADDRESS (hereinafter referred to as "Consultant").

WHEREAS, Borough desires to obtain the consulting services of a kind and nature hereinafter described; and

WHEREAS, Consultant is an individual engaged in the business of offering consulting services in the field of municipal police operations; and

WHEREAS, Consultant desires to render these services to Borough as an independent contractor, subject to the terms and conditions in the Agreement.

NOW THEREFORE, in consideration of the mutual promises, covenants, and other good valuable consideration hereinafter contained, the parties hereto, intending to be legally bound, agree as follows:

1. RECITALS.

The recitals set forth above in the foregoing whereas paragraphs shall be considered to provide substantive provisions of the Agreement and are incorporated herein by this reference.

2. SCOPE OF SERVICES

- A. The Consultant shall be responsible for conducting a study of police operations as described in Exhibit "A".
- B. Consultant shall perform these services as set forth in the scope of work in a competent and professional manner and shall complete all such work within the time periods set forth in the scope of work.
- C. In the performance of the Consultant Services, the Consultant shall report to and receive instructions from the Borough Manager. Tasks or services other than those specifically described in the Scope of Work shall not be performed without the prior written approval of the Borough Manager. If the Borough changes the scope of the Consultant Services to be performed by the Consultant, or if the Consultant is requested to perform services not specifically described in the Scope of Work, the

Consultant shall perform such services as are necessary to complete the work, and compensation for the work performed shall be paid by the Borough in accordance with the Budget and Fee Schedule attached hereto as Exhibit "B" and incorporated herein by this reference, or as otherwise may be agreed in writing by the Borough and the Consultant.

- D. The Consultant shall not subcontract the performance of any of the Consultant Services without the prior written approval of the Borough.
- E. All data, studies, opinions, reports and other documents shall, upon payment in full for the Consultant Services, be furnished to and become the property of the Borough, without restriction or limitation upon their use.
- F. The Consultant agrees that the following person shall be the project manager on behalf of the Consultant under this Agreement, and shall be principally responsible for performing the Consultant Services:

INSERT NAME, President

Notwithstanding the foregoing, the parties acknowledge that persons other than the above- designated project manager of the Consultant may perform tasks or services under this Agreement if the performance of such tasks or services is under the supervision and control of the Consultant's project manager. The Consultant shall not alter the assignment of the above-designated project manager without the prior written approval of the Borough Manager.

Consultant may not disclose to any third parties any information developed by the Consultant or secured by the Consultant or provided by the Borough to the Consultant, and it shall remain confidential. The Consultant should not use the material for any other purpose. All work produced shall become the property of the Borough of Perkasié.

The Borough reserves and has the right and privilege, at its sole discretion and with or without cause at any time during the term of this Agreement, of suspending, canceling or terminating this Agreement or any work in connection with this Agreement. In the event of termination, all finished or unfinished data, studies, opinions, reports and other items prepared by the Consultant shall become the property of the Borough, and the Consultant shall promptly deliver such items to the Borough. The Consultant shall be paid for all services performed by the Consultant to the date of termination, in accordance with the contract and accepted by the Borough.

3. TERM

- A. This Agreement shall become effective when executed by the Manager of the BOROUGH and shall be in effect for a period through INSERT DATE.

4. COMPENSATION

- A. Consultant shall receive the sum of _____ for consulting services outlined in the scope of work.
- B. The Consultant shall invoice the Borough on a monthly basis for all work performed by the Consultant under this Agreement. Invoices shall include billings for all charges, including authorized direct costs as noted in the proposal and incurred by the Consultant during the month covered by the invoice. All charges for labor or professional services shall describe with specificity the services rendered and shall set forth the number of hours worked and hourly rates in accordance with the Budget and Fee Schedule. Within thirty (30) days of receipt of an invoice, and upon determination by the Borough that the invoice is in order and that the Consultant has performed all requested or required services in a timely and competent manner, the Borough shall pay such invoice.
- C. The Consultant shall maintain records on all services for and charges to the Borough under this Agreement for a period of not less than twenty-four (24) months after the completion or termination of this Agreement, and make such records available for review and audit if requested by the Borough at any time during the term, or within twenty-four (24) months of the completion or termination, of this Agreement.

5. LEGAL RESPONSIBILITIES

- A. The Consultant shall keep fully informed of all Federal and State laws and regional, county and municipal ordinances and regulations which may in any manner affect those employed by the Consultant or the performance by the Consultant of any tasks or services for or on behalf of the Borough. The Consultant shall at all times observe and comply with all such laws, ordinances and regulations, and shall be responsible for the compliance therewith of all work and services performed by the Consultant by or on behalf of the Borough.
- B. The Consultant is retained as an independent contractor only, for the sole purpose of rendering those professional services set forth in Exhibit "A" hereto or otherwise requested by the Borough, and is not an employee of the Borough. The Borough shall have the right to control the Consultant only as to results of the Consultant's services rendered pursuant to this Agreement, and the Borough shall not have the right to control the means by which the Consultant accomplishes the services performed under this Agreement.
- C. The Consultant shall not discriminate against any employee or applicant for employment because of race, religion, sex, sexual orientation, age, marital status, national origin, or any other status designated by law.
- D. All proprietary information developed by the Consultant in connection with, or resulting from, this Agreement, including but not limited to inventions, discoveries,

improvements, copyrights, patents, maps, reports, textual material or software programs, shall be the sole and exclusive property of the Borough. The Consultant agrees that the compensation to be paid pursuant to this Agreement includes adequate and sufficient compensation for any proprietary information developed in connection with or resulting from the performance of the Consultant Services under this Agreement. The Consultant further understands and agrees that full disclosure of all proprietary information developed in connection with, or resulting from, the performance of services by the Consultant under this Agreement shall be made to the Borough, and that the Consultant shall do all things necessary and proper to perfect and maintain ownership of such proprietary information by the Borough.

- E. The Consultant agrees to perform all work to the reasonable satisfaction of the Borough. If the services performed under this Agreement are not satisfactory, the Borough has the right to take appropriate action, including but not limited to: (1) meeting with the Consultant, its agents or subcontractors to review the quality of the work and resolve matters of concern; (2) requiring the Consultant to have the work repeated at no additional fee until it is satisfactory; (3) withholding payment of Borough's compensation to the Consultant for any unsatisfactory work performed; (4) terminating this Agreement.
- F. The Consultant shall assume all costs arising from the use of patented or copyrighted materials, including but not limited to equipment, devices, processes, and software programs, used or incorporated in the services or work performed by the Consultant under this Agreement. The Consultant shall indemnify, defend and hold the Borough harmless from any and all suits, actions or proceedings of every nature for or on account of the use of any patented or copyrighted materials.

6. RIGHT TO TERMINATE

- A. Borough shall have the right to terminate the Agreement at any time with or without cause by giving thirty (30) days written notice to the other party at the address specified in the Notices, paragraph of the Agreement. Borough shall be liable only for payment due Consultant up to and including date of termination, and shall not be liable for any termination charges or financial penalties. Consultant shall not begin any additional work upon receipt of notification of intent to terminate by the Borough.
- B. Consultant shall be responsible for all commitments as set forth in this Agreement up to and including the date of termination, and upon termination of this Agreement, Consultant shall forthwith deliver to Borough all documents and any other material in any way relating to the services provided to Borough by Consultant which may be in its possession.

7. INDEPENDENT CONTRACTOR

- A. Consultant is deemed an Independent Contractor and shall not, during the term of this agreement, assign, subcontract, transfer or otherwise delegate all or any part of its obligations or responsibilities without prior written approval of Borough. No relationship of employer/employee is intended not created by this Agreement, it being understood the Consultant shall render services to Borough on an independent contractor basis. Consultant is not entitled to any benefits from Borough including, but not limited to, compensation (other than that set forth in Paragraph 4), Workers' Compensation, unemployment insurance or benefits, pension benefits, Social Security or disability benefits, and professional liability insurance and/or deductibles. Consultant expressly agrees and acknowledges that Borough will deduct no employment taxes from any compensation paid to Consultant, and that Consultant will be responsible for the payment of all taxes whatsoever in connection with any compensation received from Borough.
- B. Full responsibility shall be assumed by the Consultant for the payment of all income tax deductions, including self-employment tax, and any other taxes or payroll deductions required by law for the Consultant, of the Consultant's employees, if any, who are performing services under this Agreement.
- C. Consultant further agrees and acknowledges that Consultant is not authorized under the terms of this Agreement to bind the Borough in any contractual undertakings with any third parties as a result of the within Agreement, and Consultant will not make any representation that it is capable of binding the Borough.

8. COVENANTS, REPRESENTATIONS, AND WARRANTIES.

- A. Consultant covenants, represents and warrants:
 - 1. That Consultant is an Independent Contractor;
 - 2. That all services contained in the Agreement shall be performed by Consultant and shall not be subcontracted and assigned to any entity or individual without the prior written approval of Borough.
 - 3. The Consultant is entering into the Agreement in the ordinary course of its business activities;
 - 4. That Consultant agrees to comply with all federal, state and local laws and regulations relating to equal employment opportunities including, but not limited to American with Disabilities Act, Title VII of the Civil Rights Act of 1964 and the Age Discrimination in Employment Act, as well as those relating to wages and working conditions. Consultant agrees to comply with the special provisions and regulations of Federal and State funding sources.
 - 5. That the standard of care for all professional services performed or furnished by Consultant under the Agreement will be the care and skill ordinarily used by member of Consultant's profession.

6. Consultant warrants and represents that Consultant has the requisite training, education and experience to perform the services contemplated by this agreement.

9. INDEMNIFICATION, HOLD HARMLESS AND INSURANCE

- A. The Consultant agrees to indemnify, defend and save harmless the Borough, its officers, agents and employees from any and all losses, claims, costs and damages, including reasonable counsel fees, resulting for any:
 1. Breach of this contract by Consultant;
 2. Professional error or omission, fault or negligence by the Consultant or by its employees, servants, agents, contacts, or anyone acting under its direction, control or on its behalf in connection with or incident to its performance of this agreement.
 3. General public liability and malpractice claims arising in connection with the business or activities of the Consultant in the performance of this contract.
- B. The Consultant shall maintain insurance coverage as shown on Exhibit "B" hereto.
- C. The insurance coverage specified above must insure, as they may appear, all parties to this Agreement. The Borough shall be listed as an additional insured on said policies. Certification of said insurance coverage shall be submitted to the Borough prior to execution of the contract. The insurance coverage shall be maintained by Consultant for the entire period of the contract at Consultant's sole cost and expense.

10. NOTICES

Any notices required to be given pursuant to the terms and provisions hereof shall either be served in person, by facsimile transmission or by depositing such notice in the United States mail, certified, with certification and postage charges prepaid. In the event the service of Notice upon either party pursuant to the terms of this paragraph, their respective facsimile transmission numbers and addresses are as follows:

CONSULTANT:

BOROUGH:

Andrea L. Coaxum, Borough Manager
Perkasie Borough
620 W. Chestnut Street
Perkasie, PA 18066
215-257-5065 Phone
215-257-7673 Fax

11. PROFESSIONALISM

It is contemplated, expected and understood by the parties that Consultant will execute and perform the services to be provided to Borough in a professional and ethical manner.

12. SEVERABILITY

If any provision of this agreement is prohibited by, or is unlawful or unenforceable under the applicable law of any jurisdiction, such provision shall, as to such jurisdiction, be ineffective to the extent of such prohibition without invalidating the remaining provisions hereof; provided, however, that such prohibition in any jurisdiction shall not invalidate such provision in any other jurisdiction and provided further that where the provisions of any such applicable law may be waived, they are hereby waived by Consultant to the full extent provided by law to the end that this agreement shall be deemed to be valid and binding agreement according to its terms.

13. INTERPRETATION

Consultant agrees to waive the general rule of interpretation that “in the event of any ambiguity or issue of construction, the same will be resolved against the drafter of the document.” It is declared to be the intention of Consultant and Borough that the public health, safety and welfare be protected and furthered by the contract. Therefore, this contract is to be interpreted in such manner as to favor such political interest as opposed to any private interest.

14. WAIVER

No waiver by Borough of any breach of this agreement shall constitute a continuing waiver or waiver of any subsequent breach either of the same or another provision of this agreement or addenda.

15. ENTIRE AGREEMENT/MODIFICATION

This agreement constitutes the entire understanding between the parties, and no modification or amendment to the terms herein shall be valid unless in writing signed by the parties to be charged and only to the extend therein set forth.

16. GOVERNING LAW

This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania and any action filed in connection with this Agreement shall be filed in the Court of Common Pleas of Bucks County.

WHEREFORE, in witness of the covenants set forth within this Agreement and intending to be legally bound hereby, the Parties or their authorized representatives have affixed their signature hereto.

ATTEST:

, President
XXX

ATTEST:

Andrea L. Coaxum, Borough Manager
Perkasie Borough