



Request for Proposal
Cobourg Police Service
Dispatch Services
PROPOSAL #20-007
CLOSING DATE: November 30, 2020
2 p.m.

Closing location:

Cobourg Police Services Board
Attention: Ms. Katie Darling
107 King Street West,
Cobourg, ON K9A2M4

1.0 INTRODUCTION

The current police facility at 107 King Street West in Cobourg is the centre of police operations for the Town of Cobourg. As a heritage building, the exterior is virtually unchanged, however, the interior has undergone a dramatic transformation and continues to be transformed to accommodate needs.

A second site, for our Corporate Services branch, is located at 739 D'Arcy Street in Cobourg. This area is located on the entire second floor at this address and provides background checks for our community and other contracted organizations.

The current Cobourg Police Service organizational chart has been provided as an overview of the current operational complement. See attached Appendix A

At present, Cobourg's 911, CPIC management and Police Communications Services are provided by the Owen Sound Police Service (OSPS).

The Cobourg Police Service currently has two dedicated radio frequency pairs for operational and continuity purposes. As well, our deployed radios have the frequency for Port Hope Police Service for joint communication (also dispatched by OSPS) as well as a common channel for OPP communication.

The Cobourg Police Service deploys an encrypted Kenwood radio system, with integrated GPS provided to OSPS dispatch by the individual portable radios (on transmission) and mobile radios (via in-car router capabilities). Also, computer aided dispatch services are integrated in-car via the Hexagon iMDT software solution.

Three (3) Kenwood radios are deployed as base stations. They are located at the front desk of the Cobourg Police Station, in the detention building and at the local court building (860 William Street, Cobourg).

Thirteen (13) Kenwood radio systems are deployed in vehicles and sixty-three (63) portable radios are deployed (personal issue) to uniform officers and Special Constables. Auxiliary members are not issued with personal radios at this time but have shared use.

2.0 SITE

All CPIC, 911 and police communication services are currently housed and operated from the Owen Sound Police Service.

3.0 BACKGROUND

The Cobourg Police Services Board is soliciting proposals to provide 911 emergency response and Police Communications Services along with emergent and after hours CPIC management services.

The Cobourg Police Service does not currently employ members who are CPIC capable for full 24-hour coverage.

The CPIC management component requested will include send/receive of CPIC messages, Zone alerts, CPIC add/remove/modify for urgent issues that need updating right away. This may include incidents such as officer safety notices, missing persons, wanted persons or stolen vehicles. This support for Cobourg Police Service members would be required between the hours of 3PM to 7AM during weekdays and all day on Saturday and Sunday.

The Town of Cobourg population, current dispatch service provider and call volumes for the last five years are detailed as follows:

<u>Municipality</u>	<u>Population</u>	<u>Dispatch Service Provider</u>	<u>Call Volume</u>
Cobourg	19,024	Owen Sound Police Service	2019: 9961 Dispatched 1430 After the Fact 2018: 9217 Dispatched 1205 After the Fact 2017: 9009 Dispatched 528 After the Fact 2016: 7992 Dispatched 255 After the Fact 2015: 5434 Dispatched 294 After the Fact

4.0 SUMMARY OF THE REQUIREMENT

The following section outlines the minimum requirement for provision of Cobourg Police Communications Services:

This bid document is being issued by the Cobourg Police Services Board, primarily as a means of securing a provider for CPIC / Communications / Dispatch Services for the Cobourg Police Service. The provider shall be capable and committed to providing all services as required by the Police Services Act, and all regulations thereto, including, but not limited to, the Adequacy and Effectiveness of Police Services, O Reg 3/99.

Proposals should include:

- (a) verification that adequacy standards required under the Police Services Act (LE-002) will be met;
- (b) current Service procedures, policies and Standing Orders in relation to communication, dispatch, records/CPIC management
- (c) provide the current job description for relevant staff (dispatchers/call-takers/records management/CPIC etc.)
- (d) demonstrate that staffing levels can accommodate call volume;
- (e) show how training standards are maintained on an ongoing basis;
- (f) identify mapping and upgrade system;
- (g) prove redundancy and verify back-up systems;
- (h) outline Communications and IT Plan, as required under the PSA; and
- (i) identify computer systems
 - For records management
 - Assure compatibility with current Cobourg Police Service record management systems (currently Niche RMS through OPTIC)
 - Computer Aided Dispatch.
 - Assure compatibility (or capability to provide the same or similar) of the current Cobourg Police Service mobile data terminal systems (currently iMDT and OSPS GPS data tracking capability), or assure capability to provide

Proposals requirements:

- (a) full and complete Communications and Dispatch Services for the Cobourg Police Service including, but not limited to:
 - 24/7 call answering of 9-1-1 lines,
 - creation of CAD / Niche RMS incidents
 - dispatch of members of the Cobourg Police Service and other support personnel via radio and/or in-car mobile data terminal system;
- (b) ability to assign a dedicated communicator for Major Incidents, as required;
- (c) provision of copies of audio recordings (911, telephone and radio system) as are required for disclosure, court and other purposes;
- (d) a radio and data link, encrypted, between the Communications/Dispatch Service provider and the Cobourg Police Service, including maintenance thereof;
- (e) ability to provide connection (patch) of Cobourg Police Service members to Ontario Provincial Police communications/dispatch and to the Port Hope Police Service
- (f) all license fees that are necessary for this service to operate;
- (g) provision / integration of such mapping upgrades as may be necessary for the proper operation of the iMDT in-car dispatch system; and
- (h) access to all other systems and future upgrades to base station, as may be required.
- (i) verify implementation of NG911.

The Proposal shall include the following:

1. Written description of the services to be provided, demonstrating a clear understanding of the requirements of the Contract.
2. Description of the Dispatch/Communication Primary site and the back-up location
3. A detailed description of the communications system, complete with a breakdown of equipment available at each site including make, model and date of installation.
4. A description of back-up power source.
5. General description of personnel assigned to dispatch complete with experience and training that is to be provided.
6. Copy of Certificate of Insurance as required in Section 8.0 of this document.
7. A year by year rate is to be provided as an annual lump sum amount for the 5-year term of the agreement.
8. The following plans shall be provided as part of a complete submission:
 - Disaster Recovery Plan
 - Contingency Staffing Plan
 - Implementation Plan

The successful bidder will be responsible to ensure and bear the costs of accommodating our current Kenwood radio system into their dispatch profile/communication facility. Further, that bidder will be required to coordinate all needed work with our current radio provider, Telequip Wireless Telecommunications, who shall remain our radio provider/vendor.

5.0 TIMING

The communication service center must be able to commence operations January 5th, 2022 upon notification of acceptance of services. The Cobourg Police Services Board reserves the right to extend this time at their sole discretion. The term of the contract shall be for **five (5)** years with the possibility of a **five (5)** year extension.

6.0 PRICING AND EXTENSION OF SERVICES

The successful bidder will be the provider of Cobourg Police Communications Services within the boundaries of the Town of Cobourg. The successful proponent will provide three levels of pricing in response to this request for proposal.

1. Pricing for combined answering of 911 primary PSAP (Police, Fire, EMS) and dispatching of police calls and related requirements as noted in section 4.00

7.0 PROPOSAL PREPARATION

7.1 SIGNED PROPOSAL

The proposal must be signed by the person(s) authorized to sign on behalf of the Proponent and to bind the Proponent to statements made in response to this Request for Proposal. Proposals must be legible and written, printed, or typed in ink. Proposals written in pencil will not be considered. Any erasures or corrections to Proposals must be initialed or otherwise acknowledged or explained by the Proponent.

7.2 CONTRACT DOCUMENTS AND ORDER OF PRECEDENCE

The Contract document shall consist of:

- a) the agreement (if any), to be signed once proponent is selected.
- b) the purchase order, or acceptance letter
- c) the Request for Proposal document, and
- d) the Respondent's Proposal and any subsequent changes.

These documents and portions thereof, take precedence in the order in which they are named above, notwithstanding the chronological order in which they are issued or executed.

Change notices, appendices and addenda to any contract document shall be considered part of such documents.

7.3 ALTERNATIVE SOLUTIONS

If alternative solutions are offered, please submit the information in the same format, as a separate proposal.

7.4 IRREVOCABILITY OF PROPOSALS

By submission of a clear and detailed written notice, the Proponent may amend or withdraw its proposal prior to the closing date and time. Upon closing time, all proposals become irrevocable for 180 days. By submission of a proposal, the Proponent agrees that should its proposal be deemed successful the Proponent would enter into a Contract with the Police Services Board and or each municipality.

7.5 CHANGES TO PROPOSAL WORDING

The Proponent will not change the wording of its proposal after closing and no words or comments will be added to the proposal unless requested by the Police Services Board for purposes of clarification.

7.6 WORKING LANGUAGE OF THE POLICE SERVICES BOARD

The working language of the Police Services Board is English and all responses to this Request for Proposal must be in English.

7.7 PROPONENT'S EXPENSES

Proponents are solely responsible for their own expenses in preparing a proposal and for subsequent negotiations with the Police Services Board, if any. If the Police Services Board elects to reject all proposals, the Police Services Board will not be liable to any Proponent for any claims, whether for costs or damages incurred by the Proponent in preparing the proposal, loss of anticipated profit in connection with any final Contract, or any other matter whatsoever.

7.8 FIRM PRICING / PROPOSAL SUBMISSION

Proposals must be firm for at least 90 days after the closing date.

7.9 CURRENCY AND TAXES

Prices quoted are to be in Canadian dollars; and exclusive of Harmonized Sales Tax.

Summary of Instructions:

Please submit One (1) original copy and Four (4) duplicate copies and an electronic copy on a USB flash drive of your Proposal and the completed attached RFP forms, in a sealed envelope quoting the RFP number and closing date; and

Forward before **2:00 p.m. local time, November 30, 2020** to:

Cobourg Police Services Board

Attention: Ms. Katie Darling, CPSB Executive Assistant
107 King Street West
Cobourg, ON K9A 2M4

Proposals must be received before the above-mentioned time and date, and in accordance with the required RFP forms, Specifications, Instructions to proponents and RFP Terms and Conditions.

8.0 ADDITIONAL TERMS

8.1 ACCEPTANCE OF PROPOSALS

- a) This Request for Proposal should not be construed as an agreement to purchase services. The Police Services Board is not bound to accept the lowest priced or any proposal of those submitted. Proposals will be assessed using the evaluation criteria. The highest scoring proponent may be selected to execute the contract. The Cobourg Police Services Board will be under no obligation to receive further information, whether written or oral, from any Proponent.
- b) Proposals must be completed with due care. All Proposals must conform to the instructions in this Document. If a Proposal does not conform in every way, even in ways which may seem to Proponents to be innocuous, that Proposal may be rejected by the Police Services Board as improper and may not be considered at all.

Neither acceptance of a proposal nor execution of a Contract will constitute approval of any activity or development contemplated in any proposal that requires any approval, permit or license pursuant to any federal, provincial, regional district or municipal statute, regulation or by-law.

8.2 DEFINITION OF CONTRACT

Notice in writing to a Proponent of the acceptance of its proposal by the Cobourg Police Services Board and the subsequent full execution of a written Contract will constitute a Contract for the goods or services, and no Proponent will acquire any legal or equitable rights or privileges relative to the goods or services until the occurrence of both such events.

8.3 LIABILITY FOR ERRORS

While the Police Services Board has used considerable efforts to ensure an accurate representation of information in this Request for Proposal, the information contained in this Request for Proposal is supplied solely as a guideline for Proponents. The information is not guaranteed or warranted to be accurate by the Cobourg Police Services Board, nor is it necessarily comprehensive or exhaustive. Nothing in this Request for Proposal is intended to relieve Proponents from forming their own opinions and conclusions with respect to the matters addressed in this Request for Proposal.

8.4 AGREEMENT WITH TERMS

By submitting a proposal, the Proponent agrees to all the terms and conditions of this Request for Proposal. Proponents who have obtained the Request for Proposal electronically must not alter any portion of the document, with the exception of adding the information requested. To do so will invalidate the proposal.

8.5 MODIFICATION OF TERMS

The Cobourg Police Services Board reserves the right to modify the terms of the Request for Proposal at any time at its sole discretion.

8.6 OWNERSHIP OF PROPOSALS AND FREEDOM OF INFORMATION

All documents, including proposals, submitted to the Cobourg Police Services Board

become the property of the Cobourg Police Services Board. They will be received and held in confidence by the Board, subject to the provisions of the Freedom of Information and Protection of Privacy Act.

8.7 USE OF REQUEST FOR PROPOSAL

This document, or any portion thereof, may not be used for any purpose other than the submission of proposals.

8.8 CONFIDENTIALITY OF INFORMATION

Information pertaining to the Police Services Board obtained by the Proponent as a result of participation in this project is confidential and must not be disclosed without written authorization from the Police Services Board.

8.9 REGISTRATION WITH THE WORKPLACE SAFETY INSURANCE BOARD

The proponent shall, both prior to commencing Work under the Contract and within sixty (60) days of the expiration of the Contract date, submit a letter of good standing from the Workplace Safety and Insurance Board to the Agency that all assessments or compensation have been paid, and the Agency may, at any time during the performance, request a further declaration that all such assessments of compensation have been paid.

The successful proponent must have valid Workplace Safety and Insurance Board Coverage and will be required to submit a current Clearance Certificate within seven (7) days of award of the Contract.

8.10 OCCUPATIONAL HEALTH AND SAFETY

The proponent, where this Contract involves construction, shall be designated as the "Constructor" for the purposes of the *Occupational Health and Safety Act*, R.S.O. 1990 c.0-1, as amended, for this project and shall assume all of the responsibilities of the Constructor as set out in that *Act* and its regulations. The foregoing shall apply notwithstanding that the proponent may have been referred to as the "Contractor" in this and other related documents.

The proponent acknowledges that they have read and understood the *Occupational Health and Safety Act*.

The proponent covenants and agrees to observe strictly and faithfully the provisions of the said *Occupational Health and Safety Act* and all regulations and rules promulgated thereunder. The proponent agrees to indemnify and save the Police Services Board harmless for damages or fines arising from any breach or breaches of the said *Occupational Health and Safety Act*.

The proponent agrees to assume full responsibility for the compliance with the said *Occupational Health and Safety Act*.

The proponent further acknowledges and agrees that any breach or breaches of the *Occupational Health and Safety Act* whether by the proponent or any of its sub-contractors may result in the immediate termination of this contract and the forfeiture of all sums owing to the vendor by the Cobourg Police Services Board.

The proponent shall allow access to the work site, on demand, to representatives of the Agency to inspect work sites to confirm compliance with the *Occupational Health and Safety Act*.

The Cobourg Police Services Board does not assume any liability or risk for non-compliance by the proponent with the *Occupational Health and Safety Act* by any reason of such inspection.

The proponent agrees that any damages or fines that may be assessed against the Cobourg Police Services Board by reason of a breach or breaches of the *Occupational Health and Safety Act* by the vendor or any of its sub-contractors will entitle the Cobourg Police Services Board to set-off the damages so assessed against any monies that the Cobourg Police Services Board may from time to time owe the vendor under this Contract or any other Contract whatsoever.

Where hazardous materials, physical agents and/or designated substances are used in the performance of the required Work, the vendor shall ensure that the specific requirements of the *Occupational Health and Safety Act* and associated regulations are complied with.

The proponent shall take all reasonable precaution necessary to ensure the safety of the workers and the general public.

8.11 INSURANCE

During the term of this Contract, the proponent is required to maintain in full force and effect and at its own expense, the following insurance coverage:

1. General liability insurance including bodily injury and death, personal injury, property damage including loss of use thereof, contractual liability, non-owned automobile liability, owners' and contractors' protective, products and completed operations and employers' liability with coverage including the activities and operations conducted by the vendor and those for whom the vendor is responsible for in law. These policies will all:
 - (a) be written on an occurrence basis with coverage for any one occurrence or claim of at least Five Million Dollars (\$5,000,000)
 - (b) name the Cobourg Police Services Board and the Town of Cobourg as additional named insured;
 - (c) contain a severability of interest's clause and cross liability clauses and;
 - (d) have a deductible amount of not greater than \$1,000 per incident or occurrence, the vendor is responsible for payment of any loss or losses within the deductible.
2. Automobile liability coverage in an amount of not less than Three Million Dollars (\$3,000,000) for the vendor and each and every sub-contractor is required.

All policies of insurance shall be

- (a) written with an insurer licensed to do business in Ontario
- (b) in form and content acceptable to the Police Services Board acting reasonably (3) be non-contributing with, and will apply only as primary and not excess to any other insurance available to the Police Services Board, and;
- (c) contain an undertaking by the insurers to notify the Cobourg Police Services Board in writing not less than thirty (30) days before any material change, cancellation, lapse or termination of the policies.

8.12 BUSINESS REGISTRATION

The successful Proponent shall be registered to conduct business in Ontario.

8.13 PURCHASING BY-LAW

Proposals will be called, received, evaluated, accepted and processed in accordance with the Cobourg Police Services Board Financial Policy. By submitting a proposal for this contract, the Proponent agrees to be bound by the terms and conditions of such Policy and any amendments thereto, as fully as if it were incorporated herein. A copy of the by-law can be requested from:

Cobourg Police Services Board

Attention: Ms. Katie Darling, CPSB Executive Assistant

Katie.darling@cobourgpsb.com

107 King Street West

Cobourg, ON K9A 2M4

8.14 LAWS OF ONTARIO

Any Contract resulting from this Request for Proposal will be governed by and will be construed and interpreted in accordance with the laws of the Province of Ontario. The Respondent shall comply with the relevant federal, provincial and municipal statutes, regulations and by-laws pertaining to the work and its performance. You may be required to submit copies of the training to the Police Services Board if requested.

8.15 ARBITRATION

All disputes arising out of or in connection with the Contract must, unless the parties otherwise agree, be referred to and finally resolved by arbitration pursuant to the Commercial Arbitration Act.

8.16 INDEMNITY

The Contractor will indemnify and save harmless the Cobourg Police Services Board, its employees and agents from and against all claims, demands, losses, damages, costs and expenses made against or incurred, suffered or sustained by the Cobourg Police Services Board at any time or times (either before or after the expiration or sooner termination of this Contract) where the same or any of them are based upon or arise out of or from anything done or omitted to be done by the Contractor or by any servant, employee, officer, director or sub-Contractor of the Contractor pursuant to the Contract excepting always liability arising out of the independent acts of the Police Services Board.

8.17 CONTRACT AWARD

Provided that at least one of the Proposals received meets the approval of the evaluation committee, a recommendation for award will be made on the basis of the evaluation.

- a) The award of the contract is subject to the best value for the Police Services Board.
- b) On approval of the evaluation committee's recommendation by the Police Services Board, the Successful Respondent will be required to enter into a formal contract agreement.
- c) Written notification to the Successful Respondent and the issue of a Purchase Order shall result in a binding contract between the Police Services Board and the Successful Proponent unless otherwise stated and will result in the execution of a formal contract agreement.

The process for award of this RFP will be as follows:

1. The selection committee will carry out selection process and provide recommendation to award or not.

2. This Recommendation will be provided to the Cobourg Police Services Board with one of two decisions:

Decision 1-

rejection of RFP OR

Decision 2- Award part or full RFP (i.e.: 911 service only or police dispatch only)

8.18 CONTRACT ADMINISTRATION

A Contract administrator will be assigned by the Police Services Board to oversee the Contract awarded to the successful Proponent. In addition, the Contractor will be expected to name a counterpart project manager. The Contractor's project manager will be responsible for providing scheduled status reports to the Contract administrator or a designate.

8.19 COMPLIANCE WITH LAWS

The Contractor will give all the notices and obtain all the licenses and permits required to perform the work. The Contractor will comply with all laws applicable for performance of the Contract.

8.20 TERMINATION WITHOUT CAUSE

Notwithstanding any other provision in the Document or Contract, the Contract may be terminated by the board without cause.

Any such termination shall be affected by delivery to the vendor of a notice of termination, specifying the date upon which such termination becomes effective, in a method permitted by this Document or by the Contract.

The Police Services Board will provide a minimum of 12 month notice of termination. The Police Services Board's entitlement to so terminate the Contract shall be absolute and unconditional and exercisable by the Police Services Board in its sole and absolute discretion.

In the event of any termination by the Police Services Board pursuant to this paragraph, the vendor shall be entitled to payment of that portion of the Contract price relating to work performed prior to the termination date, and the vendor shall not be entitled to the payment of any further amounts, whether on account of any such termination or otherwise.

8.21 TERMS OF PAYMENT

Payment will be made on a quarterly basis upon receipt of an invoice by the Cobourg Police Services Board from the service provider. Payment can be expected within forty-five (45) days of receipt of the invoice.

Inquiries

1. The Cobourg Police Services Board assumes no responsibilities for oral instruction or suggestion. Any clarification of this document or requests for additional information must be received no later than 1:00 PM, October 30, 2020, by e-mail to Katie.Darling@CobourgPSB.com.
2. No officer, agent or employee of the Cobourg Police Services Board is authorized to alter orally any portion of these documents. Any alterations required will be issued to all proponents as written addenda. Addenda shall be considered as an integral part of the RFP documents. The Firm shall list in its Proposal document all the addenda that were considered when the Proposal was prepared. Although every effort will be made to ensure that the proponents receive all the addenda, it is the responsibility of each proponent to ensure all addenda issued have been received. All addenda will be sent through the

Cobourg Police Service website.

Form of Proposal

I, We, the undersigned, having examined the Document, do hereby submit an offer to enter into an agreement with the Police Services Board, to provide **Police Communication Services**, in accordance with the Document.

1. OBJECTIVE

The Request for proposal is to award a contract to a vendor or vendors who shall provide Police Communications Services.

This Vendor Submission is made entirely in accordance with the Document. By your signature hereunder, it is deemed that you have read and agreed to all terms and conditions in the same manner as had such terms and conditions appeared above your signature, and that you have the authority to bind the vendor.

NAME AND ADDRESS OF PROPONENTS SUBMITTING PROPOSAL:

TELEPHONE #: _____ FAX #: _____

E-MAIL: _____

H.S.T. REGISTRATION #: _____

PER: _____ TITLE: _____
(Please Print)

SIGNATURE: _____ DATE: _____

WITNESS NAME: _____ TITLE: _____
(Please Print)

SIGNATURE: _____ DATE: _____

SCHEDULE A – 911 SERVICE ONLY. FIXED PRICE EXCLUDING TAXES

Cost per year, Year 1: \$_____

Cost per year, Year 2: \$_____

Cost per year, Year 3: \$_____

Cost per year, Year 4: \$_____

Cost per year, Year 5: \$_____

Initial Set up costs: \$_____

Total Contract price for five years that includes start-up cost. \$_____

SCHEDULE B – POLICE COMMUNICATION SERVICES, EXCLUDING THE ANSWERING OF 911

Cost per year, Year 1: \$_____

Cost per year, Year 2: \$_____

Cost per year, Year 3: \$_____

Cost per year, Year 4: \$_____

Cost per year, Year 5: \$_____

Initial Set up costs: \$_____

SCHEDULE C – FULL ANSWERING OF 911 AND POLICE COMMUNICATION SERVICES

Cost per year, Year 1: \$_____

Cost per year, Year 2: \$_____

Cost per year, Year 3: \$_____

Cost per year, Year 4: \$_____

Cost per year, Year 5: \$_____

Initial Set up costs: \$_____

9.0 PROJECT REQUIREMENTS

9.1 PROPOSAL FORMAT

The following format and sequence **should** be followed in order to provide consistency in Proponent response and to ensure each proposal receives full consideration:

- a. All pages should be consecutively numbered.
- b. Title Page, showing Request for Proposal number, Proponent's legal business name and address, Proponent's telephone number, and a contact person. All addendums received must be identified on this page.
- c. The second page will contain an executive summary of the services to be provided and contain a Statement of Cost of Services, as well as an introduction, signed by the person or persons authorized to sign on behalf of, and bind the Proponent to, statements made in the proposal.
- d. Table of contents including page numbers.
- e. A short (one or two page) summary of the key features of the proposal.
- f. Any relevant pictures.
- g. All information as required in Section 4.0 of this document and any additional information the Proponent wishes to address.

Instructions, Date and Time for Receiving Proposals (two envelope system)

Proposals shall be submitted before 2:00 pm local time, November 30, 2020, according to the instructions in the RFP. Submissions must be received by the Cobourg Police Services Board at the stated address before Closing Time in order to be acceptable.

If submissions are sent by courier, mailed, or otherwise conveyed, they must arrive at the stated address prior to closing time. Late or misdirected submissions cannot be accepted after closing time and will be returned unopened.

No part of any Submission will be accepted by facsimile or e-mail.

Please provide an electronic copy of the proposal on a USB flash drive.

The Cobourg Police Services Board does not accept any liability or responsibility for inhibited or interrupted courier, mail, or other service, regardless of the postmark, weigh bill or other details. The time used will be the time on the clock located at Cobourg Police Service.

NOTE: Proposal submission packages must clearly identify contents with the RFP Number and Project Name.

- 1) Each Respondent shall submit one (1) signed original copy and four (4) duplicate copies of your Proposal to the Executive Assistant of the Board, Cobourg Police Services Board before the Submission Deadline. Proposals received after the Submission Deadline will be returned unopened to the sender, courier collect.
- 2) Respondents shall submit their Proposals by sending them by pre-paid courier or hand-delivery to Cobourg Police Services Board at the address outlined in this RFP.
- 3) Respondents should seal their Proposal documents as follows:
 - a) The Respondent shall place Project Proposal and Supporting Documentation in a sealed envelope or package with the Respondent's full legal name and return address, the RFP number, the Submission Deadline and the label "Project Proposal and Supporting Documentation" clearly displayed on the outside of Envelope.
 - b) Please also provide an electronic copy in the envelope as outlined earlier.

- 4) Except as otherwise provided in the RFP Documents, Respondents shall provide only hard copies of Proposals.
- 5) Respondents shall not submit Proposals by facsimile or other methods of electronic communication. The Cobourg Police Services Board will not accept Proposal documents submitted electronically.
- 6) The Cobourg Police Services Board may, for the purpose of convenience, request an electronic copy of the Proposal after the Submission Deadline. If there is any difference whatsoever between the electronic copy of the Proposal and the hard copy of the Proposal, as submitted, the hard copy shall govern.
- 7) The Form of Proposal must be signed and witnessed by responsible officers of the Service Provider and the company must be clearly identified.

All unit prices must be clearly indicated, and all extension and lump sum prices written in figures.

The proposal must not be restricted by a statement added to the proposal form or by a covering letter, unless otherwise provided herein.

- 8) Adjustments by mail, fax or e-mail to a Proposal already submitted will not be considered unless requested by The Board for clarification purposes.
- 9) Proposals must not be restricted by adding any statements, or by a covering letter, or by alteration to the printed words of the Proposal as supplied unless otherwise provided herein.
- 10) Proposals must be legible, written in ink, or type written proposals containing changes, erasures, overwriting, white-outs, cross-outs, or strikeouts which are not initialed by the Respondent may not be accepted. If the Respondent is a Corporation, the name of the authorized contact person shall also be included.
- 11) Respondents must be prepared, if requested by the Cobourg Police Services Board, to make a presentation or arrange a site visit to the Service Providers site(s). This presentation and or site visit, as requested, will form part of the final award evaluation. The Board will not be liable for any costs incurred by the bidder for such presentation/site visit.

9.2 PRESENTATION

All proponents submitting proposals will be required to give a short presentation (no more than 30 minutes duration) outlining how their submission complies with *Section 4* of the RFP.

9.3 INSPECTION

Please note that the Evaluation Committee will make arrangements to inspect some or all of the proponent's primary centers as a part of the evaluation process.

As well, a member(s) of the Evaluation Committee will make arrangements for an additional site visit to observe day to day communication centre operations at our discretion.

EVALUATION OF PRICING

Pricing will be scored based on a relative pricing formula using the rates set out in the evaluation criteria

Each proponent will receive a percentage of the total possible points allocated to price for the particular category it has bid on by dividing that proponent's price for that category into the lowest bid price in that category. For example, if a proponent bids \$120.00 for a particular category and that is the lowest bid price in that category, that proponent receives 100% of the possible points for that category (120/120 = 100%). A proponent who bids \$150.00 receives 80% of the possible points for that category (120/150 = 80%), and a proponent who bids \$240.00 receives 50% of the possible points for that category (120/240 = 50%).

$$\frac{\text{Lowest rate}}{\text{Second-lowest rate}} \times \text{Total available points} = \text{Score for proposal with second-lowest rate}$$

$$\frac{\text{Lowest rate}}{\text{Third-lowest rate}} \times \text{Total available points} = \text{Score for proposal with third-lowest rate}$$

And so on, for each proposal.

EVALUATION OF PROPOSALS:

Proposals receiving a grade of 60% or higher, or at least 30 points out of 50 on the proposal items 1 to 3, will proceed to the second stage for the evaluation of item 4, 5 and 6. Upon passing the reference checks the evaluation committee will request a presentation and/or a site visit. The project price will be ranked out of 25 points:

Bidders are advised that only complete submissions will be reviewed and evaluated.

The successful bidder will have achieved the highest score out of 100, combining the resulting score from the proposal, site visit, presentation and the project price.

Award of this contract shall be based on the results of the total evaluation criteria and the project price. Award of the contract is subject to the approval of the Cobourg Police Services Board and budget approval. Ratification of the approved contract bid shall be completed within 90 days of acceptance.

10.0 EVALUATION

Proposals meeting the requirements will be assessed against the following desirable criteria.

ITEM	CRITERIA	ASSIGNED WEIGHT (A)	UNIT POINTS AWARDED (B)	TOTAL POINTS (A * B)	REMARKS
1	Capabilities of Service	30			
2	Capabilities of bidder Personnel	20			
3	Relevant capabilities of the bidder Service	20			
4	Site Visit/Presentation	25			
5	Price	25			
	TOTAL	100			

	<u>Points</u>
POOR	1 – 3
FAIR	4 – 6
GOOD	7 – 8
EXCELLENT	9 – 10

The assigned weight of each criterion is multiplied by the appropriate degree of satisfaction to yield the total points. Summation of the total points for each criterion yields a total score, which represents the overall degree of satisfaction with each proposal.

Selection of a proposal(s) will be based on all the above criteria (but not solely limited to the above) and any other relevant information provided by the Proponent(s). The Cobourg Police Services Board reserves the right to prioritize and weigh the importance of each criterion confidentially. The Cobourg Police Services Board will not be liable for any costs incurred by Proponents in the preparation of Proposals, site inspections, interviews, or any other services that may be requested as part of the evaluation process.

Scored by: _____ Date: _____ Score: _____ Rank: _____

Contact Person

Questions relating to this request shall be directed via e-mail to:

Ms. Katie Darling, CPSB Executive Assistant
Katie.Darling@CobourgPSB.com
 107 King Street West
 Cobourg, ON K9A 2M4

11.0 SAMPLE AGREEMENT

THE COBOURG POLICE SERVICES BOARD

THIS AGREEMENT made in duplicate as of the xxxxxxxxxx.

BETWEEN:

XXXXXXXXXXXXXXXXXX

(Referred to as “the Board”)

AND: XXXXXXXX

(Referred to as the “Successful Respondent”)

Whereas the Successful Respondent has agreed to provide Service Provider/Project Consultant Services as described in the Request for Proposal, # xxxx issued in xxxx and the complementary documents to be agreed upon between the parties:

Therefore, the Board and the Successful Respondent agree as follows:

1.0 xxxxxx Services for xxxxxxxxx

1.1 Services - The Successful Respondent shall provide xxxxx Services (referred to as the Service) to the Board in accordance with RFP xx-xx.

1.2 Inconsistencies in Agreements - In the event of a conflict or inconsistency between the provisions of this Agreement and RFP xx-xx the provisions of this Agreement shall prevail.

1.3 Quality of Performance - The Successful Respondent represents and warrants that the Service will be performed faithfully and diligently in a good and worker like manner and to a high standard of professional competence and will be suitable for the purpose.

1.4 Terms and Duration – The following terms and duration will apply to this agreement:

The Successful Respondent will provide the services and/or deliverables described

- in the RFP xx-xxx
- The duration of the agreement will be from xxxx 1, 202x, to the 1st day of January, 202x, unless terminated earlier in accordance with this Agreement. The possibility of 5-year extension thereafter, subject to satisfactory negotiations at the sole discretion of the Cobourg Police Services Board.
- The Board will pay for the services, at the rates set out in RFP xx-xxx at the rate of xxx.
- The Successful Respondent may invoice us quarterly upon completion of the Services for the fees and expenses in relation to the Services completed during the billing period.

We will endeavour to pay you within forty-five (45) days of receipt of the invoice(s).

- Payment is conditional upon the following requirements:
 - (a) receipt of satisfactory invoices identified by the number assigned to this Agreement, which shall be supported by a brief explanation of the fees and expenses in relation to the Services provided;
 - (b) the Services were provided to our satisfaction; and
 - (c) have complied with all the terms of this Agreement.
- During the term of this Agreement, the Successful Respondent will report to, and take direction from, and direct all correspondence, including invoices and copies of reports to the advised staff at Cobourg Police Service.

2.0 BOARD /SUCCESSFUL RESPONDENT RELATIONSHIP AND THIRD PARTIES

2.1 Responsibility of Successful Respondent - The Successful Respondent agrees that it is fully responsible and liable for the acts and omissions of its directors, officers, employees, agents, volunteers and subcontractors pursuant to this Agreement.

2.2 Successful Respondent Not a Partner, Agent or Employee - The Successful Respondent shall have no power or authority to bind the Board or to assume or create any obligation or responsibility, expressed or implied, on the Board's behalf. The Successful Respondent shall not hold itself out as an agent, partner or employee of the Board. Nothing in this Agreement shall have the effect of creating an employment, partnership or agency relationship between the Board and the Successful Respondent. For the purposes of this paragraph, the Successful Respondent includes any of its officers, directors, shareholders, partners, employees, affiliates or agents.

2.3 No Contractual Relationship between the Board and Subcontractors - Nothing contained in the Agreement shall create any contractual relationship between any subcontractor or its employees and the Board.

2.4 Terms of Subcontract - Every subcontract entered into by the Successful Respondent shall adopt all of the terms and conditions of this Agreement as far as applicable to the subcontractor's services.

3.0 Board's RIGHT TO TERMINATE AGREEMENT

3.1 Termination of Agreement - Immediate – **The Board** reserves the right to terminate the Service immediately upon giving notice to the Successful Respondent if:

- (1) the Successful Respondent is adjudged bankrupt or makes a general assignment for the benefit of its creditors;
- (2) a receiver is appointed on account of the Successful Respondent's insolvency;
- (3) the Successful Respondent uses, destroys, exploits, or discloses any Board confidential information or any personal information contrary to this Agreement;
- (4) the Successful Respondent has made a material misrepresentation which the Board learns about during the Term; or the Services provided are unsatisfactory to the Board, acting unreasonably, or fail to provide Services as required under the Agreement.

- 3.2 Termination of Agreement - Prior Notice** – Termination with notice, for cause or without cause, shall be negotiated by the parties in accordance with the Services Agreement.
- 3.3 Effect of Termination - Rights of the Board** – The Board will not, by virtue of any of the above instances of termination, waive any rights or remedies it may have in the Agreement or otherwise at law. The Board shall only be responsible for the payment for services completed in connection with the Service up to and including the effective date of any such termination. Termination shall not relieve the Successful Respondent from the Successful Respondent’s warranties and other responsibilities relating to the provision of the Service or money paid, or both, up to and including the date of termination.
- 3.4 Termination - Duties of Successful Respondent** - Upon termination, the Successful Respondent shall, at a minimum, in addition to other provisions in this Agreement:
- (a) disclose to the Board the current state of the Service at the date of termination and provide to the Board a report of, and all information requested by the Board pertaining to the Service; and
 - (b) execute such documentation as may be required by the Board to give effect to the termination of the Service.

4.0 RECORDS

- 4.1 Records-** The Successful Respondent shall maintain for the duration of the contract following the expiry or termination of this Agreement proper records and books of account respecting the Service provided pursuant to this Agreement. The Successful Respondent agrees that these records and books of account may be inspected by the Board both during and following the term of this Agreement, upon receipt of 24-hour notice to the Successful Respondent.
- 4.2 Delivery of Records-** Upon receipt of a written request from the Board, the Successful Respondent agrees to deliver forthwith to the Board all material and information specified in the request which is the property of the Board and in the possession or under the control of the Successful Respondent. No copy or duplicate of any such material or information delivered to the Board shall be retained by the Successful Respondent without the prior written approval of the Board. The Successful Respondent further agrees not to destroy any material or information which is the property of the Board without the Board’s prior written approval. This covenant shall survive the expiration or termination of this Agreement.
- 4.3 Intellectual Property-** The Successful Respondent warrants that the Service will not infringe upon or violate any intellectual property rights, including, but not limited to, any patent, copyright, trade secret or any other right of any third party, and will not be libellous or slanderous or otherwise unlawful.
- 4.4 Copyright-** The Successful Respondent agrees that copyright in and all information and material of any kind whatsoever acquired or prepared by or for the Successful Respondent pursuant to this Agreement, shall, both during and following the term of the Agreement, be the sole property of the Board.

The Board will own exclusively all property or materials which the Successful Respondent produces, or which arise from, pursuant to or in contemplation of the performance of the Services, and all copyright and other industrial and intellectual property rights in such property and materials and the

Successful Respondent waives all moral rights under the Copyright Act (Canada), and will arrange for such waivers from the Successful Respondent employees and sub-contractors assigned to work on this project.

5.0 CONFIDENTIALITY

5.1 Confidentiality and Security of Material and Information - The Successful Respondent agrees to ensure that the Successful Respondent, its partners, directors, officers, employees, agents, sub-contractors and volunteers shall, both during or following the term of this Agreement, maintain the confidentiality and security of all material and information which is the property of the Board and in the possession or under the control of the Successful Respondent pursuant to this Agreement. The Successful Respondent agrees that the Successful Respondent, its partners, directors, employees, agents, sub-contractors and volunteers shall not directly or indirectly disclose or use, either during or following the term of this Agreement, except where required by law, any material or information belonging to the Board pursuant to this Agreement, without first obtaining the written consent of the Board for such disclosure or use.

6.0 INDEMNITY AND INSURANCE

6.1 Indemnification - The Successful Respondent hereby agrees to indemnify and hold harmless the Board, its directors, officers, employees and agents, from and against any and all claims, demands, expenses, actions, causes of action, and for any and all liability for damages to property and injury to persons (including death) howsoever caused, arising from the operations described by this agreement. The Successful Respondent further agrees to indemnify and hold harmless the Board, its directors, officers, employees and agents, for any incidental, indirect, special or consequential damages, or any loss of use, revenue or profit, by any person, entity or organization including the Board, arising out of or in any way related to this agreement.

6.2 Proof of Insurance- The Successful Respondent shall submit proof of such insurance in the form of a valid certificate of the insurance to the Board, as requested by the Board and/or prior to the Commencement Date of this Agreement (and a renewal replacement on or before any subsequent policy renewal), referencing this Agreement. Such certificate of insurance shall confirm the coverage set out in this Article. A copy of the policy, if required by the Board, shall be made available to the Board. The Successful Respondent shall ensure that each subcontractor complies with the insurance requirements set out in this Article by obtaining similar types of insurance.

6.3 Proof of WSIB Coverage- If the Successful Respondent does not provide a policy endorsement for Employer’s Liability and Voluntary Compensation, the Successful Respondent shall submit a valid certificate of WSIB coverage to the Board, prior to the Commencement Date of this Agreement and any subsequent policy renewal, referencing this Agreement. The Successful Respondent shall ensure that each subcontractor complies with the WSIB requirements set out in this Article by obtaining similar types of coverage if the subcontractor does not provide a policy endorsement for Employer’s Liability and Voluntary Compensation.

7.0 NON-LIABILITY

The Successful Respondent agrees that the Board shall not be liable for any personal injury, including death, property loss or damage to the Successful Respondent, its employees, agents, sub-contractors or volunteers or for any claim, demand or action by any third party

against the Successful Respondent, its employees, agents, sub-contractors or volunteers arising out of or in any way related to this Agreement, unless the injury, loss or damage is caused by the negligence of an officer, employee, or agent of the Board while acting within the scope of his/her employment.

8.0 PROMOTION RESTRICTIONS

8.1 Board Insignia- The Successful Respondent shall not use any Board insignia and/or logo, except where required to perform the Service, unless it has received the prior written authority of the Board to do so.

8.2 Press Releases - Any publicity or press releases with respect to this Agreement or the Service shall be within the sole discretion and control of the Board.

8.3 Communications with Media - The Successful Respondent shall not at any time directly or indirectly communicate with the media in relation to this Agreement unless it has first obtained the written authorization to do so from the Board.

9.0 GENERAL

9.1 Waiver - No condoning, excusing or overlooking by the Board or Successful Respondent of any default, breach or non-observance by the Successful Respondent or the Board at any time or times in respect of any covenant, proviso or condition herein contained shall operate as a waiver of the Board's or the Successful Respondent's rights hereunder in respect of any continuing or subsequent default, breach or non-observance, or so as to defeat or affect in any way the rights of the Board or the Successful Respondent herein in respect of any such continuing or subsequent default or breach, and no waiver shall be inferred from or implied by anything done or omitted by the Board or the Successful Respondent save only an express waiver in writing.

9.2 Severability - The Board and the Successful Respondent agree that all of the provisions of this Agreement are to be construed as covenants and agreements as though the words importing such covenants and agreements were used in each separate paragraph hereof. Should any provision or provisions of this Agreement be illegal or not enforceable, it or they shall be considered separate and severable from this Agreement and its remaining provisions shall remain in force and be binding upon the parties hereto as though the said provision or provisions had never been included.

9.3 Assignment - The Successful Respondent shall neither subcontract the whole or any part of the Services nor assign this Agreement or any monies due under it, without the prior written consent of the Board, which consent shall be in the Board's sole discretion and subject to the terms and conditions that may be imposed by the Board.

9.4 Governing Law - This Agreement shall be governed by and construed in accordance with laws of the Province of Ontario. The Successful Respondent shall be Knowledgeable of and comply with all applicable laws, ordinances, statutes, rules, regulations and orders in performance of your obligations, including without limitation, your obligations under the Occupational Health and Safety Act (Ontario) and the Workplace Safety and Insurance Act (Ontario).

9.5 Agreement Amendment - This agreement included any schedules and RFP xx-xxx embodies our entire Agreement concerning the provision of the Services and no other understanding or agreement, collateral, oral or otherwise exists between us. Any changes to the Agreement shall be set out in an amendment in writing to be signed by both parties and annexed hereto.

9.6 Warranty – The Successful Respondent represent and warrant the Services will be provided in compliance with this Agreement and shall, at your own expense, rectify or cause to be rectified any errors, omissions, defects or deficiencies in respect of the Services.

Terms and conditions of the letter dated the xxx day of xxx, 202x accepted this xx day of xxx, 202x in Cobourg, Ontario.

IN WITNESS WHEREOF the parties have hereunto caused to be affixed their respective signatures by the hands and seals of their duly respective authorized officers:

Terms and conditions of the letter dated the xx day of January, 202x accepted this 1st day of xx, 202x in Cobourg, Ontario.

IN WITNESS WHEREOF this Agreement has been signed on behalf of The Cobourg Police Services Board and the Consultant by their respective signing officers.

**SIGNED, SEALED AND DELIVERED
in the presence of**

CONTRACTOR

Signature: _____ **Date:** _____

Name: _____
PRINT

Title: _____
PRINT

THE COBOURG POLICE SERVICES BOARD

Signature: _____ **Date:** _____

Name: _____
PRINT

Title: _____
PRINT

WITNESS

Signature: _____ **Date:** _____

Name: _____
PRINT

Title: _____
PRINT