



**Request for Proposals**  
**Consulting Services - Policing Service**  
**Delivery Model Proposals**  
**RFP No. CS-01-2022**

**Issue Date:** August 17, 2022

**Closing date and time:**

Proposals must be received before 2:00 pm Pacific Standard Time on October 17, 2022. Please submit one original and 3 copies of your proposal.

**Submission address:**

All proposals must be submitted to the Director of Community Safety Services in a sealed envelope marked RFP Consulting Services - Policing Service Delivery Model Proposals.

Addressed to: Blair McDonald, Director of Community Safety Services  
Corporation of the Township of Esquimalt  
1229 Esquimalt Road  
Victoria, BC V9A 3P1

**Proposal results:**

Proposals will not be opened publicly. Results will be communicated to all bidders.

**Addenda:** It is solely the responsibility of the bidder to ensure that it has obtained, prior to the closing date and time, any addenda issued by the Township of Esquimalt. Addenda will be posted on Esquimalt's website ([www.esquimalt.ca](http://www.esquimalt.ca)).

**Contact person:** All enquiries related to this Request for Proposal are to be directed, in writing, to the following person. Information obtained from any other source is not official and should not be relied upon:

Blair McDonald, Director of Community Safety Services  
Email: [blair.mcdonald@esquimalt.ca](mailto:blair.mcdonald@esquimalt.ca)

*From time to time our spam filters block legitimate email. The Corporation cannot accept responsibility for delivery/receipt of email so please follow up via telephone at 250-414-7123 if you do not receive a response.*

## **Policing Service Delivery Model Proposals Mandate**

The Corporation of the Township of Esquimalt (the Township) wishes to explore service delivery models for policing including the possibility of providing policing and law enforcement by means of an independent municipal police department governed by a police board. The Township intends to engage the services of professional Consultant(s) to provide expert advice in the preparation of proposals for policing and law enforcement service delivery models.

The work will include preparation of a complete and detailed description of the proposed policing model or models and preparation of a detailed proposal, including a transition plan and cost estimates. With the aid of an inter-departmental staff working group, the Consultant(s) will be responsible to conduct community consultation on the proposals and prepare reports for review by Council and by staff at the Ministry of Public Safety (the Ministry). This may then be followed by preparation of a request for approval of the proposal for final consideration by the Ministry.

The objective of this request for proposal is to provide the Township with qualified proponents capable of carrying out the work herein defined. The subsequent proponent submissions will form the basis for evaluation, interview and selection.

## **Background**

In 2003 the Township of Esquimalt policing services were amalgamated with the Victoria Police Department (VicPD). Since 2003, policing services for the Township have been provided by VicPD under this amalgamated model. In 2014 the Township, the City of Victoria and the Victoria and Esquimalt Police Board negotiated and entered into an Agreement (Framework Agreement) to provide additional clarification between the parties on certain aspects of the service delivery.

The Agreement was for a 10-year term and was intended to clarify many aspects of service delivery and governance of police services in Esquimalt including sharing of costs of the amalgamated police force, dedicated resources for each municipality, budget approval processes, dispute resolution, optional resources and performance metrics. Part of the Agreement is a renewal opportunity after the 10-year term is reached. The Agreement is set to be renewed for another 10-year term unless elected not to extend by one of the parties within the set timeframe of July 1, 2022, and December 31, 2022. A copy of the Agreement can be accessed under public safety on our website.

Recent engagement with the Esquimalt community and other stakeholders (April – May, 2022) provided quantitative data that has assisted in determining the level of satisfaction

with the current amalgamated service delivery model in the context of funding and services relative to comparable municipalities.

As a result of the recommendations contained in the recent community and stakeholder engagement and other historical considerations, Council resolved not to extend the current Framework Agreement. As such, the current Agreement will end effective December 31, 2023 and the transition plan to be included in the work should commence effective January 1, 2024.

An inter-departmental working group will represent the Township of Esquimalt for this project. The Consultant will report to the Chief Administrative Officer (CAO) who will be representing this multi-departmental working group. The role of the working group will be to provide direction, ensure adherence to timelines and expectations, and provide feedback and advice to the Consultant during the project.

The rationale for a review of options for policing is predicated on several significant issues related to policing:

- Results and recommendations in the most recent community engagement process. Compared to other municipalities in the CRD, Esquimalt has the 4<sup>th</sup> highest annual operating costs for police services. Compared to other comparable municipalities in BC, Esquimalt has the 2<sup>nd</sup> highest total annual operating costs for police services and the highest per capita operating costs. 74% of the respondents in this recent engagement supported further review of police service delivery options.
- Historic issues with additional resource requests and budget allocation as part of the annual budget process between the Township, VicPD and the City of Victoria.
- The current Framework Agreement is set to renew unless elected not to extend by one of the parties within the set timeframe of July 1, 2022, and December 31, 2022.
- The Township is currently under contract to construct a new Public Safety Building. Both police and fire have been temporarily relocated and construction of the \$48 million facility will begin in the next few months.

Therefore, with consideration of their 2019-2023 Strategic Priorities Plan, Council has decided it is prudent to consider all options available to them.

## **Project Schedule**

The project is to be completed by June 1, 2023, with work commencing as soon as possible in November 2022.

## **Deliverables**

The Consultant will make recommendations to the working group regarding proposed policing models and will meet with the working group to present a draft of the plan for review and revision and again to present the final plan. The Consultant will be required to attend Township Council meetings as required in the execution of the work.

The Consultant will:

1. Provide overall project direction and outline at the beginning of the project;
2. Provide a detailed communications plan to inform the community, stakeholders and Esquimalt residents of this initiative and the engagement process;
3. Ensure adherence to objectives provided by the working group and be available for guidance throughout the project;
4. Take minutes at all meetings, including planning sessions with the working group and provide summary reports;
5. Prepare reports for Township Council and the Ministry with a complete and detailed description of proposed policing model or models which includes governance, to serve the municipality and meet the requirements of section 15 of the *Police Act*;
6. Prepare a detailed proposal, including a transition plan and cost estimates for Township Council and the Ministry;
7. Prepare a request for approval of the proposal for submission for final consideration by the Ministry;

## **Proposal Bid Submission**

Proposals will include:

- Identification of the roles as well as the commitment, qualifications and expertise of the project manager and all team members and their estimated time to be spent on the project. The Consultant must maintain the key personnel as listed in the Proposal, and shall not replace any of such key personnel without prior written agreement, which agreement shall not be unreasonably withheld or denied;
- A list of similar work undertaken as well as the names and contact information for two (2) recent projects;
- Consultant's understanding of the context, issues and ultimate objectives of the project;
- Proposed methodology;
- All work to prepare the reports and detailed proposal to Council and for review by the Ministry shall be completed in eight months from the start of the project. A

schedule is required showing key milestones and is part of the evaluation by the working group;

- A cost breakdown for fees and disbursements. Proponents will fully describe the proposed fee structure and must clearly quote any additional charges that may be applicable, and which have not already been addressed in the Proposal. The fee will include GST as a separate line item. A list of chargeable disbursements, including unit costs and an estimate of the total cost is also to be included. Hourly and per diem rates for all staff must be provided. These rates will form the basis for agreed variations in services. Proponents will clearly note any/all costs that are not included or allowed for and will also allow for the mandatory working group meetings and notifications required for the project; invoices, no more frequently than monthly, will be required for payment. Each invoice must be accompanied by a progress report. Each invoice must include supporting documentation of staff, hours, rates, expenses and GST;
- Three (3) bound copies and one (1) unbound copy of the proposal are required, as well as a digital PDF file.

## Evaluation Criteria

The following criteria outlined below will be utilized in the evaluation of the Proposals:

Project Methodology and task list– 20 points

Team Experience and Capacity– 20 points

Cost – 40 points

Proposed Project Schedule/Timeline – 10 points

Past Performance/References– 10 points

Methodology and task list – Information provided should include a clear and concise methodology and corresponding task list that details how all aspects of the Work will be carried out.

Experience and Capacity - Information provided should provide detail on past projects that the Proponent has carried out that are similar in nature or comparative that demonstrates the Proponent's ability to undertake this Project. The Proponent shall also provide information on the key individuals that will be undertaking this Work. This information should highlight how the various individuals will be involved in the Project and their relevant experience. If a sub-consultant/contractor is to be utilized, this same experience and capacity information is also to be supplied.

Cost of the Project - The costs shall include all professional fees, disbursements and expected third party work.

The Proponent shall supply a breakdown of the tasks and individuals working including charge out rates in a tabular form.

Schedule - Provide a schedule that shows completion of the work with expected milestones and benchmarks.

The Proponent shall provide confirmation that the schedule as provided can be met.

Past performance - The Proponent will supply a maximum of five (5) references.

Each reference shall contain the following:

- o Project name/description/cost of project
- o Name of the contact person
- o Position of contact person held in the previous project

- o Phone number
- o Email address

## **General Instructions**

The following instructions, terms and conditions apply to all Proposals related to this Request for Proposal.

The Corporation of The Township of Esquimalt expressly reserves rights to the following:

- ✓ To accept any Proposal;
- ✓ To reject any and/or all irregularities in the Proposal submitted;
- ✓ To reject any and/or all Proposals;
- ✓ To accept a Proposal that is not the lowest cost;
- ✓ To make decisions with due regard to quality of service and experience, compliance with requirements and any other such factors as may be necessary in the circumstances;
- ✓ To work with any Participant whose Proposal, in the opinion of the Management, is in the best interest of the Township;
- ✓ To cancel or reissue the RFP.

Any contract that may be entered into as a result of this Proposal will be subject to the laws of the Province of British Columbia and all contractors must abide by the Township's COVID-19 protocols and vaccination policy.

It is the responsibility of the Proponent to thoroughly examine these documents and satisfy itself as to the full requirements of this RFP.

While the Township has used considerable effort to ensure an accurate representation of information in this RFP, the information contained herein is supplied solely as a guideline for Proponents. The information is not guaranteed to be accurate, nor is it necessarily comprehensive or exhaustive. The Township will assume no responsibility for any oral information or suggestion(s).

The Township of Esquimalt will not be responsible for the costs of preparing or submitting proposals.

All documents, reports, proposal submissions, working papers or other materials submitted to The Township shall become the sole and exclusive property of The Township and as such, are subject to the *Freedom of Information and Protection of Privacy Act*. While Section 21 of the Act does offer some protection for third party interests, the Township cannot guarantee that any information provided to the Township can be held in confidence.

Except as expressly and specifically permitted in these General Instructions to Proponents, no Proponent shall have any claim for any compensation of any kind whatsoever, as a result of participating in the RFP, and by submitting a proposal each Proponent shall be deemed to have agreed that it has no claim. The Proponent warrants that the Proponent is not employed by The Township, nor is an immediate relative of such

an employee, if the goods or services to be supplied under this Proposal are intended to be supplied to the department in which such employee works.

If the Proponent is a company, the Proponent warrants that none of its officers, directors, or employees with authority to bind the company is an immediate relative of employees of The Township, if the goods or services to be supplied under this proposal are intended to be supplied to the department in which such employee works. In this section "Immediate Relative" means a spouse, parent, child, brother, sister, brother-in-law, or sister-in-law of a municipal employee.

If any director, officer, employee, agent or other representative of a Proponent makes any representation or solicitation to any Mayor, Councillor, officer or employee of The Township with respect to the Proposal, whether before or after the submission of the Proposal, The Township shall be entitled to reject or not accept the Proposal.

The Proponent shall indemnify and save harmless The Township and its officials, officers, employees and agents from any claim, lawsuit, liability, debt, demand, loss or judgment (including costs, defense expenses and interest) whatsoever and howsoever arising either directly or indirectly as a result of the granting of this contract or the use of The Township's property or facilities.

The Proponent shall waive all rights or subrogation or recourse against The Township as a result of the granting of this contract or the use of The Township's property or facilities.

The Proponent shall indemnify and pay The Township promptly, on demand for any loss or damage to The Township's property and facilities arising either directly or indirectly as a result of the use of the property or facilities under the terms of this contract.

The successful proponent must possess an inter-municipal or non-resident business license and will be required to provide evidence of same.

The Proponent must be registered and remain in good standing, throughout the terms of this contract with the WorkSafe BC and will be required to provide evidence of same.

All Proposals shall be irrevocable to remain open for acceptance for at least (60) sixty days after closing time, whether or not another Proposal has been accepted.

The Consultant selected to carry out the work will be required to enter into a contract with the Township of Esquimalt respecting the conduct of the project.

## **Insurance**

The Proponent shall, at their own expense, provide and maintain until the completion of the Project the following insurance in a form acceptable to The Township with an insurer licensed in British Columbia:

Comprehensive General Liability Insurance	\$2,000,000.00
Professional Liability	\$1,000,000.00

The Proponent shall provide and maintain Comprehensive General Liability Insurance with a minimum limit of \$2,000,000 and Professional Liability with a minimum limit of \$1,000,000 inclusive per occurrence, for bodily injury, death and property damage.

Such policy shall include:

The Township and its officers, employees, officials, agents, representatives and volunteers as Additional Named Insured. Cross liability and a waiver of subrogation or recourse against The Township thirty (30) days prior written notice of cancellation or reduction in coverage in favor of The Township, to be delivered by registered mail to the attention of the Risk Manager: Ian Irvine, Director of Financial Services and IT, at the address of Municipal Hall.

The Proponent shall be responsible for any deductibles or reimbursement clauses within the policy.

The Proponent shall provide The Township with a Certificate of Insurance prior to the commencement of the Proponent programs and within two weeks of the expiry date of the policy to evidence renewal of the policy and continuous coverage.

The Township shall be under no obligation to verify that the insurance coverage is adequate for the needs of the Proponent.