



Borough of Narberth  
100 Conway Avenue  
Narberth, PA 19072

Request for Proposal (RFP)

**Law Enforcement Consultant**

Date Issued: July 7, 2017

Responses Due: July 26, 2017

## **BACKGROUND AND PURPOSE**

### **1. Background**

Narberth Borough ("Borough") is located in Montgomery County, Pennsylvania, approximately one mile outside the City of Philadelphia, along the Main Line. The Borough has a landmass of ½ square mile and is home to approximately 4,300 residents. SEPTA regional rail service is provided through a station located within the borough's downtown district.

The Borough provides several services to the citizens of Narberth. These services include: Public Works; Codes and Permitting; Parks and Recreation; Library; Parking Enforcement; Trash and Recycling Collection; and Police along with basic administrative services. Most of the services are housed in a Municipal Building, along with a library. Also, the Borough owns a property at 201 Sabine Avenue for rental purposes. Additionally the Borough maintains all the land around these properties along with maintenance of various freestanding properties throughout the Borough.

The Narberth Police Department currently employs 5 full-time officers (4 patrol officers and a commanding officer). The Borough receives operational support and shift coverage from the Lower Merion Police Department to supplement organizational capacity.

### **2. Purpose of Engagement**

As a result of the recent planned retirement of its Commanding Officer, Narberth Borough is soliciting proposals for consulting services to conduct an assessment of its Police Department within the context of Borough administration, policy of Borough Council and the Mayor, and community values. The consultant will make recommendations to the Borough to address immediate needs of supervision, leadership, and management and develop a plan for the future of the Narberth Police Department.

The study shall consist of three major tasks:

1. Evaluate operations of the Narberth Police Department against best management practices and State of Pennsylvania requirements: to include: personnel, human resource management, equipment, technology, career development, and training.
2. Create a plan to address needs identified in the evaluation that responds to goals of Borough Council, the Narberth Civil Service Commission, and the Mayor.
3. Develop recruitment strategies and profile the position of leadership for the Department.

### **3. Borough Goals for the Narberth Police Department**

Borough Council and the Mayor hold the following values for the Department as the context for this evaluation

- NPD Mission Statement – **“The Narberth Police Department will provide the highest quality of police service to ensure safety and security in the Borough of Narberth. The Police Officers of the Department are responsive to the needs of the community and will meet these needs with professional, thorough and effective services, exhibiting the highest degree of integrity and ethical standards. The professional efforts of the Narberth Police Department have a vital impact on the quality of life in the community.”**
- Promote the model of community policing by deepening relationships between

Officers and the public through conversation, interaction in non-confrontational situations, outreach, engagement, community, and education.

- Practice preventative methods and interventions to alleviate crime before it happens.
- Support Officers with the latest training on de-escalation, use of force, and create the best chance for non-violent outcomes.
- Support Officers with all health services, training, and education to address all physical and mental effects originating from service-related incidents.
- Maintain a high standard of communication with the public on non-emergency issues.
- Promote the reputation of the Department and foster relationships with the public and elected officials.

### **STUDY REQUIREMENTS AND SCOPE**

#### **4. Project Completion Date**

The Borough desires immediate action to evaluate the Department and prepare staff and elected officials for new leadership. The written plan (Tasks 1, 2, and 3) shall be completed by **8/30/2017**.

#### **5. Form of Contract**

A Form of Contract is attached hereto and incorporated herein as Exhibit "A". The Form of Contract sets forth the terms and conditions under which the Project will be performed. The Borough reserves the right to negotiate any term of the contract.

#### **6. Scope of Work**

##### **5.1 Tasks**

The Project shall be divided into three (3) Tasks. Each Task shall be performed according to its associated Statement of Work ("SOW") attached to and incorporated in the Form of Contract. The three (3) Tasks are:

- **TASK 1:** Evaluation of Narberth Police Department
- **TASK 2:** Police Department Plan
- **TASK 3:** Support leadership recruitment

#### **7. Timeline**

Consultant should include a projected Project duration for the entire Project and a projected duration for each Task.

#### **8. Communication and Reporting**

Consultant shall coordinate with specified persons as needed by phone and email as task milestones are completed and recommendations developed. Points of contact for communication by phone and email with the Borough is limited to the following persons: Borough Manager, Borough Council President, and Mayor. It will be the responsibility of these persons to interact with all other elected and appointed officials.

Matters that require deliberations of elected officials shall take place at public meetings or executive sessions of Council with the consultant attending, scheduled the 3<sup>rd</sup> Wednesdays of

each month beginning at 7:30 pm at Borough Hall. An additional regular schedule meeting of Council takes place the 1<sup>st</sup> Wednesday of each month at the same time and location except in July, August and September. Special meetings of Council may be convened on an as needed basis to meet timeline goals. Attendance at one or more public meetings of Council are expected as part of this engagement.

Written reports shall be delivered to the Borough according to the deadline and format specified herein.

#### **9. Deliverables**

Upon the completion of Tasks 1, 2, and 3 the consultant shall deliver a written report setting forth the findings, methodology/analysis, and recommendations thereunder. The report shall provide all relevant technical analysis and summaries of any discussions or meetings with staff, Borough Council, Mayor, and appointed officials.

The deliverables must be provided to the Borough in the following formats: (10) paper copies; and (1) PDF.

### **ADMINISTRATIVE REQUIREMENTS; SUBMISSIONS; MISCELLANEOUS**

#### **10. Selection Process**

##### **9.1 Selection Date**

Selection of the consultant will be based on an evaluation of timely submitted, written proposals. Oral interviews may be conducted by telephone to assist the Borough in the selection process. It is anticipated that this selection will be made by **08/01/2017** with commencement of a contract immediately thereafter.

##### **9.2 Reservations Regarding Selection**

The Borough reserves the ability to do any or all of the following:

- Conduct interviews with some or all Respondents.
- The Borough reserves the right to reject any and all Proposals.
- Waive any informality or irregularity in a Proposal.
- Hold all Proposals for a period of thirty (30) days after the date fixed for the opening thereof.
- Enter into good faith negotiations with the Respondents to modify descriptions of tasks, reporting, and deliverables, to a lesser or greater magnitude than described in this RFP or in any Proposal.
- Accept the Proposal the Borough, in its sole discretion, deems to be the most favorable to the best interest of the Borough.
- Enter into good faith negotiations with the selected Respondent regarding the pricing set forth in the Proposal or the terms of the Form of Contract prior to entering into an agreement. If agreement negotiations cannot be concluded successfully with the first selected Respondent, the Borough may negotiate an Agreement with the second selected Respondent.
- Re-advertise this RFP for new Proposals as may be deemed necessary in the sole discretion of the Borough.

### **10.3 Responsibility of Selected Respondent**

In the event that the Borough selects a Proposal and Respondent and the Borough subsequently enters into a contract resulting therefrom, the selected Respondent shall be responsible for performing, administrating and coordinating all tasks associated with the project.

### **10.4 Selection of Respondent**

It is proposed that an Agreement will be signed with the individual or organization selected as the one submitting the best Proposal in the sole judgment of Narberth Borough. In making this selection, Proposals will be evaluated on:

- General qualifications, experience and expertise of the Respondent;
- Experience with the specific project type;
- The clarity and completeness of the proposal and the apparent understanding of the work to be performed;
- The soundness of the Respondent's proposed methods and approach to the work;
- Information derived from reference checks and reviews of other documents completed by the Respondent;
- Respondent's proposed price and acceptance of Agreement terms;

## **11. Proposal Requirements and Format**

### **10.1 Information contained in Proposals**

Proposals should contain the following information:

- a. All person(s) performing any part of any task and a statement of each person(s) qualifications to perform the tasks.
- b. Relevant experience
- c. Understanding of the project and proposed work approach
- d. Knowledge of best management practice, PA regulations, and local conditions.
- e. Project personnel assignments and qualifications.
- f. Timeline for completion of each task.
- g. References.
- h. Proposed Price.

### **10.2 Sealed Dollar Cost Bid**

Respondent shall submit a sealed dollar cost bid which shall contain all pricing information relative to performing the work as described in this RFP and the attached Form of Contract. The sealed dollar cost bid should contain a total all- inclusive maximum price to be bid which should contain all direct and indirect costs, including out of pocket expenses and telephone support (not to exceed thirty minutes per month). The sealed dollar cost bid should also include a cost breakdown by Task. Respondent shall warrant and represent that the sealed dollar cost bid is a not to exceed price for the work described in this RFP and the attached Form of Contract.

### **10.3 Proposals format**

Proposals should use the following format:

- a. Title Page: indicating Respondent's Business name and address, telephone number, email address, and a contact person and title.
- b. An introduction signed by the person or persons authorized to sign on behalf of, and bind the Respondent to, statements made in the proposal.
- c. A short (one or two page) summary of the key features of the proposal.
- d. The body of the proposal, that addresses information requested herein.
- e. Any additional information a Respondent desires to submit.
- f. All pages must be consecutively numbered.

#### **10.4 Proposals must be signed**

Proposals must be signed by the person(s) authorized to sign on behalf of the Respondent and to legally bind the Respondent to statements made in its response to this RFP.

#### **10.5 Number of Proposals**

Respondent shall submit one (1) PDF of its Proposal to [NPDRFP@narberthpa.gov](mailto:NPDRFP@narberthpa.gov) and one hard copy with the sealed dollar cost bid to:

Narberth Borough  
Attn: Law Enforcement Consultant  
100 Conway Avenue  
Narberth PA 19072

### **12. Proposal Submissions; Inquires, Notices**

11.1. All notices related to or required under this RFP must be submitted to:

Narberth Borough  
100 Conway Avenue  
Narberth, PA 19072

11.2. All inquiries related to this RFP should be directed via email to:

**[NPDRFP@narberthpa.gov](mailto:NPDRFP@narberthpa.gov)**

11.3. Proposals and any amendment thereto must be received on or before **07/26/2017** at 4:00pm local time. Late Proposals will not be accepted.

### **13. Public Records**

Documents submitted to the Borough in response to this request for proposals and these specifications may become public records, subject to public access pursuant to the Pennsylvania Right-to-Know Law, 65 P.S. §67.101, et seq., as amended, and other applicable laws.

### **14. Use of Request for Proposal**

This RFP shall not, without the Borough's prior written consent, be disclosed by any Respondent, in any manner whatsoever, in whole or in part, or used for any purpose other than the submission of Proposals to the Borough.

### **15. Pricing**

Respondent's Proposal pricing shall be firm, fixed pricing.

**EXHIBIT A FORM OF CONTRACT**

**FORM OF CONTRACT**

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 2017 by and between NARBERTH BOROUGH, a municipal authority located in Montgomery County, Pennsylvania and having an address at 100 Conway Avenue, Narberth, PA 19072 (the "Borough") and \_\_\_\_\_ having an address at \_\_\_\_\_ ("Consultant").

**BACKGROUND:**

**WHEREAS**, Consultant submitted a proposal dated \_\_\_\_\_ in response to the Borough's Request for Proposal dated \_\_\_\_\_; and

**WHEREAS**, Borough wishes to engage the services of an independent contractor to provide services to Borough in connection with the project described as Law Enforcement Consulting Services (the "Project"); and

**WHEREAS**, Consultant is in the business of providing such services and wishes to provide such services to Borough, subject to the terms and conditions contained herein.

**NOW THEREFORE**, in consideration of the foregoing, the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Borough and Consultant agree as follows:

1. Engagement of Consultant. Borough hereby engages Consultant to perform services for Borough, subject to the terms and conditions contained herein, and Consultant hereby agrees to provide such services to Borough, subject to the terms and conditions contained herein.
2. Scope of Work. Consultant shall perform the services described in the Statement of Work attached hereto and incorporated herein as Attachments "A" respectively and in accordance with Consultant's proposal dated \_\_\_\_\_, a copy of which is attached as Attachment "B" hereto (the "Proposal"). Borough reserves the right to reject any services or deliverables which are found by Borough to be inconsistent with any SOW or the Proposal, in the exercise of its reasonable discretion.
3. Fees and Billing. In consideration of the services or deliverables to be provided by Consultant, Borough will pay Consultant's fees (the "Fees") for work performed and delivered to Borough, in accordance with the fee schedule attached as Attachment "C" hereto (the "Fee Schedule"). Borough shall pay the installments on the Fee Schedule within thirty (30) days of receiving an invoice for the same from Consultant.
4. Term and Termination of Agreement. The "Term" of this Agreement shall commence on the date hereof (the "Commencement Date"), and unless terminated earlier pursuant to the provisions of this Agreement, shall continue until \_\_\_\_\_ (the "Expiration Date"), unless said Term is extended by the mutual, written agreement of Borough and Consultant. In addition to the termination rights set forth in the Paragraph of this Agreement entitled "Default", Borough shall have the right to terminate this Agreement without cause



upon thirty (30) days written notice to the Consultant, but Borough shall be responsible for the cost of all of Consultant's services (plus the reasonable profit attributable thereto) which have been performed prior to the date of Borough's notice. Upon receipt of such notice to terminate this Agreement, Consultant shall provide Borough with all completed and partially completed deliverables, data sets, and analysis Consultant initiated, conducted or completed under this Agreement.

5. Intellectual Property Rights: Use of Deliverables. Upon payment for any deliverables prepared or services provided by Consultant hereunder, Borough shall be the owner of the intellectual property rights, including patent, copyright, trademark, industrial design and trade secrets in any product or deliverable developed under this Agreement. Borough shall have the right to disseminate any deliverables or other information to third parties when deemed necessary or advisable by Borough.

6. Independent Contractor. It is agreed that Consultant is an independent contractor and not an employee of Borough or any of its affiliates. Consultant, and its officers, directors and employees will not represent or hold itself or themselves out to be an employee of Borough. Nothing herein shall be construed to create an employer-employee relationship between Borough and Consultant. The Consultant agrees to take such steps as may be necessary to ensure that the Consultant and the Consultant's subcontractors, if any, will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the Borough

7. Good Faith Efforts. Consultant agrees that it will perform all of its duties hereunder promptly, in good faith, with reasonable diligence, and in accordance with the customary types and levels of service provided by other individuals and entities engaged in Consultant's industry.

8. Representations and Warranties. Consultant represents and warrants that all information and promotional materials pertaining to Consultant's qualifications and services which were provided to Borough in the Proposal or elsewhere in connection with this Agreement are true and correct.

9. Insurance.

a. General Liability Insurance. At all times during the term of this Agreement, Consultant shall maintain a policy of general liability insurance naming Borough as an additional insured and providing that it may not be cancelled, allowed to expire or materially amended without at least thirty (30) days' notice to Borough. Such policy of general liability insurance shall have limits of not less than the following on the Commencement Date, though Borough shall have the right to request increases in such minimum coverage from time to time, when deemed necessary by Borough in the exercise of its reasonable discretion:

i. \$1,000,000 each occurrence

ii. \$2,000,000 general aggregate

b. Workers Compensation Insurance. At all times during the term of this Agreement, Consultant shall maintain a policy of worker's compensation and employer's liability

insurance with limits of not less than the following, or such greater amounts as are required by law:

- i. \$100,000 each accident for bodily injury by accident
  - ii. \$100,000 each employee for bodily injury by disease
  - iii. \$500,000 policy limit for bodily injury by disease
- c. Insurance Certificates. Consultant shall provide insurance certificates evidencing the coverages described above prior to the commencement of any of the work contemplated hereunder, and at other times when reasonably requested by Borough.

10. Confidentiality. Except as otherwise required by law, Consultant agrees that all information which Borough, or its officers, supervisors, employees, representatives, consultants, advisors and/or agents may provide to Consultant or its officers, directors, employees, representatives, consultants, advisors and/or agents, including, but not limited to, software, printouts, documents, drawings, internal records, financial data, vendor information, technical data, business forms, financial projections, and/or vendor information, regardless of the format in which such information is stored, displayed or provided, including but not limited to written, electronic, or verbal, or in any other medium, and including reports, analyses or notes based on or containing such information, regardless of whether it is designated confidential or proprietary, shall be held by Consultant in the strictest confidence and shall be deemed confidential and proprietary.

11. Right-to-Know Laws. Consultant agrees that it will, when requested by Borough, cooperate with Borough in complying with the Pennsylvania Right-to-Know Law, 65 P.S. §67.101 et seq., and any other similar laws, in complying with requests for public records made under such laws. Consultant's cooperation shall include, but not necessarily be limited to, prompt communication with Borough regarding the existence of a record, the length of the record and other information requested by Borough, adherence to the fee schedule issued by Borough for any costs associated with producing or providing access to the record and promptly providing access to or copies of the record. If Consultant fails to cooperate with Borough in response to a request for a public record, then Consultant shall indemnify Borough for any and all costs incurred, including attorneys' fees of Borough, as well as any costs, including any attorneys' fees of the requester, fines or other penalties imposed upon Borough by a court of competent jurisdiction relating to Consultant's failure to cooperate with Borough.

12. Default. If either party fails to perform its obligations hereunder, and the same continues for a period of thirty (30) days after written notice thereof is delivered to the defaulting party, the same shall constitute a default hereunder, and the non-defaulting party shall have the right to terminate this Agreement and/or exercise any other rights or remedies available to them hereunder and/or at law or equity.

13. Indemnity. The Consultant shall indemnify, defend, and save harmless the Borough, its officers and employees and agents from all suits, actions, damages, claims and cost of every name, nature and description brought against or assessed against them or any of them for or on account of any property damages or personal injuries sustained by any person, firm or corporation through the Consultant or the Consultant's successors, assigns, agents, servants or

employees in the performance of or subsequent to the completion of the work under this Agreement whether such injury or damages are due to negligence or the inherent nature of the work; and for and from any claim or claims, suit or suits for damages by reason of any infringement or use of any patented apparatus, appliance or process, any patent, trademark or copyright, in the execution of this Agreement, and shall and will at his own cost and expense defend the Borough in any action or actions that may be instituted by reason thereof. It is not the intention of this section or of anything herein provided to confer a third party beneficiary right of action upon any person whatsoever and nothing herein before or herein after set forth shall be construed so as to confer upon any person other than the Borough a right of action either under this Agreement or in any manner, whatsoever.

14. Assignment. Neither party may assign or subcontract its rights or obligations under this Agreement without the prior written consent of the other party.

15. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

16. Jurisdiction. The parties agree that the Court of Common Pleas of Montgomery County, Pennsylvania shall have jurisdiction over any and all disputes arising under this Agreement.

17. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original, and all of which together constitute one and the same agreement.

18. Order of Precedence. In the event that there is a conflict between this Agreement, a SOW, the Proposal and the Fee Schedule the following order of precedence shall apply:

1. This Agreement
2. The SOW
3. The Fee Schedule
4. The Proposal

19. Interpretation. This is the entire Agreement between the parties hereto with respect to the subject matter hereof and there are no other terms, covenants, conditions, obligations, warranties, representations or statements, oral or otherwise, of any kind whatsoever other than those which are set forth herein. Any agreement hereafter made shall be ineffective to change, modify, discharge or effect an abandonment of this Agreement in whole or in part unless such agreement is in writing and signed by the party against whom enforcement of the change, modification, discharge or abandonment is sought. Each party and their respective legal counsel have actively participated in the negotiation and drafting of this Agreement, and in the event of any ambiguity or mistake contained herein, or any dispute among the parties with respect to any provisions hereof, no provision of this Agreement shall be construed against any of the parties solely on the basis that such party or its counsel was the drafter thereof.

20. Binding Effect/Assignment. This Agreement shall be binding upon, and inure to the benefit of the parties and their respective successors and/or assigns. Notwithstanding the foregoing,

Consultant may not assign its rights or obligations under this Agreement without the prior written consent of Borough, which consent may be withheld in Borough's sole discretion.

21. Headings. The headings incorporated in this Agreement are for convenience and reference only and are not a part of this Agreement and do not in any way control, define, limit, or add to the terms and provisions hereof.

22. Severability. Any provision in this Agreement held to be inoperative, unenforceable, voidable or invalid in any jurisdiction, shall, as to that jurisdiction, be ineffective, unenforceable, void or invalid without affecting the remaining provisions in any other jurisdiction, and to this end the provisions of this Agreement are declared to be severable.

23. Equal Employment Opportunity: The Consultant shall not discriminate against any of its employees in connection with this work or against any applicant for such employment due to race, color, religion, sex, sexual preference, age, handicap or nationality.

24. Force Majeure: Neither party shall be in default by reason of any failure in performance of this Agreement in accordance with reasonable control and without fault or negligence on their part. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather, but in every case the failure to perform such must be beyond the reasonable control and without the fault or negligence of the party.

25. Recordkeeping and Record Retention: The Consultant shall establish and maintain adequate records of all expenditures incurred under the Agreement. All records must be kept in accordance with generally accepted accounting procedures. All procedures must be in accordance with federal, state and local ordinances. The Borough shall have the right to audit, review, examine, copy, and transcribe any pertinent records or documents relating to any contract resulting from this Proposal held by the Consultant. The Consultant will retain all documents applicable to the Agreement in accordance with the Borough's record retention policy.

*(Signature Page to Follow)*

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed on the day and year first above written.

**BOROUGH:**

Attest: \_\_\_\_\_ By: \_\_\_\_\_

**CONSULTANT:**

Attest: \_\_\_\_\_ By: \_\_\_\_\_

**ATTACHMENT A  
STATEMENT OF WORK**

**TASK 1: Evaluation of Narberth Police Department**

1. Assess and define the current duties and responsibilities of the Department and the tasks assigned to Narberth Police Officers
2. Evaluate the amount and types of calls for service
3. Evaluate scheduling, shift coverage, overtime, and overall capacity of the Department.
4. Evaluate the modes of interaction with the Narberth Police Department and the public in the context of the goals stated herein.
5. Assess and define current organizational structure of the Department with attention to supervision and leadership, communication within the department, and communication with other Departments; such as Administration, Public Works, and the Narberth Fire Company.
6. Assess and define current communication between the Department and the Mayor and Borough Council.
7. Evaluate the Memorandum of Understanding between the Narberth Police Department and the Lower Merion Township Police Department regarding all provisions therein.
8. Assess current training and certifications of Narberth Police Officers
9. Conduct interviews with Mayor, Council President, Vice President of Borough Council, Borough Manager, Assistant Manager, all Police Officers, Narberth Fire Company Chief, Public Works Foreman, members of the Civil Service Commission, and any other persons deemed necessary by the Borough or consultant to complete the evaluation.

**TASK 2: Police Department Plan**

1. Explain the demand for Police Services in the Borough and the current capacity to deliver those services. Make recommendations regarding the total number of full-time or part-time employees required and duties of those personnel to adequately meet the demand and goals stated herein.
2. Explain best management practices for Police Departments in the State of Pennsylvania, scale-appropriate adaptations for the Borough, and propose a plan to achieve certification of the Department through relevant authorities.
3. Explain the relationship between Narberth Police Department and the Lower Merion Police Department and make recommendations to memorialize the terms of that relationship in the Memorandum of Understanding with Lower Merion Township.
4. Explain all required training for officers and propose a schedule and method to complete the same. Make recommendations based upon the goals stated herein regarding any optional training activities.
5. Explain the current use of technology in the Department and make any recommendations necessary to support the Department.
6. Inventory and explain all durable equipment presently used by the Department and recommend scale-appropriate modifications to vehicle fleet management, and other mission-critical equipment.
7. Evaluate the office space of the Department and recommend any appropriate changes in support of the goals of this evaluation.
8. Explain communication between the Department, Mayor, and Council and make recommendations in support of the goals of this evaluation.

9. Write an organizational plan detailing responsibilities, supervision, and assignments.

### **TASK 3: Support Leadership Recruitment**

1. Write job descriptions based upon the plan developed in Task 2.
2. Create a written plan for recruitment of leadership detailing advertisement, evaluation, schedule, interviews, background checks, and salary.
3. Identify at least four firms or consultants that can manage recruitment on behalf of the Borough.

**ATTACHMENT B  
PROPOSAL**



**ATTACHMENT C  
FEE SCHEDULE**