



**REQUEST FOR PROPOSAL**  
**Probation Management Services**



Prepared by Debi Colvin

Justice Court

April 9, 2020

**Request for Proposal**  
**Ogden City Corporation**  
**Probation Management Services**

Ogden City is accepting proposals to provide private probation services to the Ogden City Justice Court as directed by the Court and in conformity with Utah law.

Proposal packets are available and may be obtained from Ogden City Purchasing, 2549 Washington Blvd., Suite 510, Ogden, Utah, or by downloading from the Ogden City website at <http://ogdencity.com/264/Purchasing>.

Proposers are responsible for securing any and all addenda issued.

Responses to this Request for Proposal shall be submitted to the office of the City Purchasing Agent, 2549 Washington Boulevard, Suite 510 (5th Floor) Ogden, Utah, **no later than 3 PM, April 29, 2020. LATE PROPOSALS WILL NOT BE ACCEPTED.**

The City reserves the right to accept or reject any proposal as it best serves its convenience and/or is found to be in the best interest of the City. The City reserves the right to issue contracts to multiple vendors.

Ogden City encourages and welcomes bids from women and minority owned businesses.

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**I. SCOPE OF SERVICES**

The Ogden City Justice Court is requesting proposals from state licensed probation agencies willing and able to provide private probation services for defendants convicted of misdemeanor offenses and sentenced to supervised probation by the Court. The selected agency (or agencies) will enter into a non-exclusive contract with the City to provide private probation services for defendants referred by the Court. The agency would have representatives available at the court during necessary times.

**The Court would not pay for any of these services. Rather, the agency would bill defendants directly for these services.**

**II. COURT INFORMATION**

The Ogden City Justice Court received a total of 18,227 case filings in fiscal year 2019, making it the second largest justice court (by case volume) in the state. West Valley had fewer cases than Ogden (16,087). Only Salt Lake (44,738) had a greater case volume. Of the cases filed in Ogden, 3,184 were misdemeanor criminal offenses. While it is difficult to determine how many cases would be referred for supervised probation, it is anticipated that between 500 and 1,000 cases annually have associated probation service needs, which will be divided among selected providers.

**III. SERVICE AND DATE TIMES**

The Ogden City Justice Court would require the selected agency (or agencies) to maintain regular business hours and be available to report to the court at least one day per week or as required by the court. Preference will be given to an agency which will provide at least two four-hour weekend periods per month to assist the probationer for reporting purposes.

## IV. RESPONSE TO REQUEST FOR PROPOSAL

### Company Information

The City will accept proposals from firms that are capable of providing all of the work described in the above Scope of Work including Attachments. Applicants shall include qualifications for work set forth in the Scope of Work for which it proposes to provide services.

- A. Each Proposal must include, as a minimum, the following information:
  1. Name, address, email and telephone number of company submitting the proposal.
    - a. Include the name and contact information of the person designated as the firm's representative.
  2. Evidence of Insurability.
  3. A description of the firm's experience and capability of fulfilling this contract if awarded.
  4. A detailed breakdown of the proposed costs and timeframes to complete the project. Include a price guarantee period.
  5. Company history with biographies and/or resumes for principal contacts.
  6. A list of three references. Include project dates, scope, summary of work performed, and contact information.
  7. The names of any outside consultants and/or subcontractors to be utilized, including contact information and a brief description of their role(s) in the project.
- B. Proposals are to be no longer than 10 pages. Double-sided pages count as two pages.
- C. For City record keeping purposes, please do not use spiral or wire binding methods.
- D. *Being selected and entering into an agreement does not guarantee contractor will be extended any specific amount of work.*

## V. EVALUATION OF PROPOSALS

Prospective providers must be able to meet all requirements of the Private Probation Provider Licensing Act (Title 58, Chapter 50 Utah Code Ann.) and all associated administrative rules. Proposals will be evaluated, and a provider will be selected, based upon the agency's response in each of the following areas:

- A. Scope of Services. The proposals will be evaluated based on the agency's ability to provide each of the following services:
  1. Substance abuse testing
  2. In-person supervised probation
  3. Electronic monitoring (GPS and/or alcohol)
  4. Monitoring compliance with court ordered education and treatment programs.
  5. Pre-sentence Investigation Reports (PSIs).
  6. Assist the court in collection of fines, fees, and restitution.
  
- B. Cost of Services. The proposals will be evaluated based on the cost of services as they will be billed to defendants.
  
- C. Provision for Indigent Defendants. The agency must put procedures in place to provide services to defendants that are determined indigent, or unable to pay for services. Agencies should provide proposals for how they intend to address these circumstances.
  
- D. Experience and Training. Agencies will be evaluated based on the experience level and training of not only the agency, but also the individuals that would be assigned to provide services to the court.
  
- E. Quality of Services. Agencies will be evaluated based on the quality, method, and tools to screen and evaluate defendants for pre-sentence evaluations (PSIs), and supervise conditions of probation.

- F. Location. Consideration shall be given to agencies that have office locations in areas that are in relatively close proximity to the courthouse, and can provide supervision to probationers not residing in the Ogden area.
- G. Agencies will be evaluated based on their proposals for communication with the court regarding violations and timeliness of such communications.
- H. Due to the diversity of the community, preference will be given to an agency which can provide bi-lingual assistance to the Hispanic population.

All proposals in response to this RFP will be evaluated in a manner consistent with the Ogden City policies and procedures.

Proposals will be evaluated by a committee consisting of representatives from Ogden City Justice Court, other involved law enforcement agency representatives and Ogden City personnel.

In the initial phase of the proposal evaluation process, the evaluation committee will review all proposals timely received. Non-responsive proposals (those received after the deadline or not conforming to RFP requirements) will be eliminated. The remaining proposals will be evaluated in a cursory manner to eliminate from further consideration those proposals which in the judgment of the evaluation committee fail to offer sufficient and substantive provisions to warrant further consideration. Each bidder bears sole responsibility for the items included or not included in the response submitted by that bidder. The City reserves the right to disqualify any proposal that includes significant deviations or exceptions to the terms, conditions and/or specifications in this RFP.

At the conclusion of this initial evaluation phase, finalist proposals will be selected for detailed review and evaluation. The City may require an in-person presentation by a bidder to supplement their written proposal.

## VI. Insurance Requirements

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of this agreement. The Contractor shall pay the cost of such insurance.

- a. The amount of insurance shall not be less than:
  - i) Commercial General Liability: Minimum of \$2,000,000 commercial general liability coverage with \$1,000,000 for
  - ii) each occurrence. Policy to include coverage for operations, contractual liability, personal injury liability, products/completed operations liability, broad-form property damage (if applicable) and independent contractor's liability (if applicable) written on an occurrence form.
  - iii) Business Automobile Liability: \$1,000,000 combined single limit per occurrence for bodily injury and property damage for owned, non-owned and hired autos.
  - iv) Workers' Compensation and Employer's Liability: Worker's Compensation limits as required by the Labor Code of the State of Utah and employer's liability with limits of \$1,000,000 per accident.
  - v) Professional Liability: Minimum of \$1,000,000 aggregate with \$500,000 per occurrence
- b. Each insurance policy required by this Agreement shall contain the following clauses:
  - i) "This insurance shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty days prior written notice by certified mail, return receipt requested, has been given to the Ogden City Corporation".
  - ii) "It is agreed that any insurance or self-insurance maintained by Ogden City Corporation, its elected or appointed officials, employees, agents and volunteers shall be excess of Contractor's insurance and shall not contribute with insurance provided by this policy."

- c. Each insurance policy required by this Agreement, excepting policies for Workers' Compensation, shall contain the following clause in a separate endorsement:
  - i) "Ogden City Corporation, its elected and appointed officials, employees, volunteers and agents are to be named as additional insureds in respect to operations and activities of or on behalf of, the named insured as performed under Agreement with Ogden City Corporation."
- d. Insurance is to be placed with insurers acceptable to and approved by Ogden City Corporation. Contractor's insurer must be authorized to do business in Utah at the time the license is executed and throughout the time period the license is maintained, unless otherwise agreed to in writing by Ogden City Corporation. Failure to maintain or renew coverage or to provide evidence of renewal will be treated as a material breach of contract.
- e. City shall be furnished with original certificates of insurance and endorsements effecting coverage required within, signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received by the City before work begins on the premises.
- f. City reserves the right to require complete, certified copies of all required insurance policies at any time.
- g. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respect to the City, their elected and appointed officials, employees, agents and volunteers; or Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- h. Contractor shall include all of its contractors as insured under its policies or shall furnish separate certificates and endorsements for each contractor. All coverages for Contractor's contractors shall be subject to all of the requirements stated herein.
- i. Nothing contained herein shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons

or property resulting from the activities of Contractor or its agents, employees, invitees or contractors upon the Premises during the License Period.

## **VII. ADDITIONAL INFORMATION – GENERAL TERMS AND CONDITIONS**

- A. Qualified respondents shall be Licensed Contractors in the State of Utah, for this type of work, and who meet Ogden City's insurance and bonding requirements, and have experience with all work defined in the scope of work.
- B. For projects that are security-sensitive in nature, Ogden City reserves the right to conduct a criminal background check of each person who will be providing services in response to this RFP. If requested, Contractor shall submit a BCI Criminal History Report dated within 30 days of response to RFP for each employee who will be on-site, that shows "Criminal History Verified" and has Arrest History attachments. Employees who have any convictions on their BCI record may be subject to further review and approval by Ogden City. Ogden City may reject any response to this RFP that involves services from a person or entity that Ogden City determines is unfit or unqualified to fulfill the requirements of this RFP.
- C. All work must meet current industry standards including all Federal, State and local rules and regulations.
- D. The City reserves the right to request clarification of information submitted, and to request additional information from any proposer.
- E. Ogden City will make every effort to ensure all offerors are treated fairly and equally throughout the entire advertisement, review and selection process. The procedures established herein are designed to give all parties reasonable access to the same basic information.
- F. Cost of Developing Proposals - All costs related to the preparation of proposals and any related activities are the sole responsibility of the offeror. Ogden City assumes no liability for any costs incurred by offerors throughout the entire selection process.

- G. Proposal Ownership – Once submitted, all proposals, including attachments, supplementary materials, addenda, etc. become the property of Ogden City and will not be returned to the offeror.
- H. Conflict of Interest – No member, officer, or employee of Ogden City, during his or her tenure shall have any interest, direct or indirect, in this contract or the proceeds thereof, except as permitted by Ogden City policy.
- I. Non-Collusion – The offeror guarantees the proposal is not a product of collusion with any other offeror and no effort has been made to fix the proposal price or any offeror or to fix any overhead, profit or cost estimate of any proposal price.
- J. Award of Contract - The selection of the company will be made by a selection committee comprised of city employees. Ogden City reserves the right to negotiate and hold discussions with prospective service providers as necessary, however, Ogden City may award this contract without discussion of proposals received from prospective service providers. The selected company shall enter into a written agreement with Ogden City. Ogden City reserves the right to cancel this Request for Proposal. Ogden City reserves the right to reject any or all proposals received. Furthermore, Ogden City shall have the right to waive any informality or technicality in proposals received, when in the best interest of Ogden City. Ogden City reserves the right to segment or reduce the scope of services and enter into contracts with more than one vendor.
- K. Pursuant to the Utah Government Records Access and Management Act (GRAMA), records will be considered public after the contract is awarded. If an offeror wishes to protect any records, a request for business confidentiality may be submitted to the Ogden City Records Office at the time of bid submission. The form can be accessed through the Recorder’s webpage at:  
<https://www.ogdencity.com/DocumentCenter/View/7004/Business-Confidentiality-Claim-form>

## **VIII. GOVERNING INSTRUCTIONS**

This Request for Proposal will constitute the governing document for submitting Proposals and will take precedent over any oral representations.

## IX. CONTACT PERSON

For any questions related to this RFP, please contact the Ogden City Purchasing office via email [purchasing@ogdencity.com](mailto:purchasing@ogdencity.com) or at (801) 629-8742.

The question and answer period ends at 3PM on April 24, 2020.

## X. SUBMISSION OF PROPOSALS

Firms shall submit six (6) copies of the proposal in a sealed envelope to the office of the City Purchasing Agent, 2549 Washington Blvd, Suite 510, Ogden UT 84401 **no later than 3PM on April 29, 2020.** On the envelope, indicate “Probation Management Services RFP”. **LATE PROPOSALS WILL NOT BE ACCEPTED.**

No facsimile or email transmittals will be accepted. All submittals must be delivered by the mail or other delivery service or hand-carried to the 1<sup>st</sup> Floor Information Desk at the same address. It is the sole responsibility of those responding to this Request for Proposal to ensure that their submittal is made to the correct location and in compliance with the stated date and time. City offices are closed on holidays.

The City reserves the right to accept or reject any submittal as it best serves convenience and/or is found to be in the best interest of the City.

Ogden City encourages and welcomes bids from women and minority owned businesses.