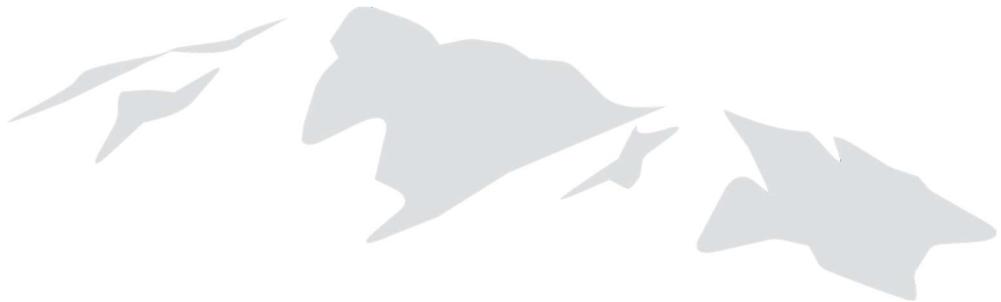




**OGDEN CITY CORPORATION  
REQUEST FOR PROPOSAL**

**Probation Management Services**



Prepared by Pam Richardson

Justice Court

May 22, 2024

# OGDEN CITY CORPORATION

## REQUEST FOR PROPOSAL

### Probation Management Services

#### ADVERTISEMENT

Ogden City is requesting sealed proposals from qualified offerors 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 by downloading from the Ogden City website at <http://ogdencity.com/264/Purchasing>.

Proposers are responsible for securing any and all addenda issued.

Sealed responses to this RFP shall be submitted to the Purchasing Office, c/o 2nd Floor Information / Constable Desk, 2549 Washington Blvd, Ogden, UT, 84401 by **June 12, 2024 no later than 2 PM. 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.

Ogden City encourages and welcomes bids from small, local, women and minority owned businesses and other disadvantaged business enterprises.

**Ad Published:** May 25 & Jun 1, 2024

# **OGDEN CITY CORPORATION**

## **REQUEST FOR PROPOSAL**

### **Probation Management Services**

#### **I. INTRODUCTION**

Ogden City desires to contract with one or more qualified private probation agencies to provide supervision of probation imposed by the court.

#### **Goals/Objectives**

Ogden City strives to maintain:

- A. Accountability and compliance with probation terms as imposed by the court.
- B. Consistent and unbiased probation supervision.

It is anticipated that this RFP process will result in one contract award. The RFP document will become part of the final contract. The services agreement will be issued for a total period of three (3) years.

#### **II. SCOPE OF WORK or SPECIFICATIONS – Refer to Exhibit A**

#### **III. RESPONSE TO RFP**

Ogden City is seeking proposals from offerors that are able to meet all requirements of the Private Probation Provider Licensing Act (Title 58, Chapter 50 Utah Code Ann.) and all associated administrative rules.

- A. Each Proposal must include, as a minimum, the following information:
  1. Authorized Representative – Indicate name, address, email and telephone number of the company submitting the proposal.

- a. Include the name and contact information of the person designated as authorized to contractually bind the offer.
2. References – Provide list of at least three references; include project dates, scope, summary of work performed, and contact information.
3. Copy of Evidence of Insurability – Refer to Section VII, Insurance Requirements.
4. Copy of Applicable License

B. Response to key items. Provide narrative / verbiage related to 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. Provide the proposed communication process.
- 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.

C. For City record-keeping purposes, please do not use spiral or wire binding methods. The following methods will be accepted:

- a. Submitted as loose leaf with binder clip.
- b. Submitted in a regular 3-ring binder.

D. Proposals submitted to Ogden City are considered public records, unless protected within [Utah Code 63G-2-1](#).

#### **IV. EVALUATION OF PROPOSALS**

Proposals will be evaluated in accordance with the criteria listed below: \*

|  |           |
|--|-----------|
| A. Ability to Scope of Services                | 20 Points |
| B. Cost of Services                            | 25 Points |
| C. Provision for Indigent Services             | 25 Points |
| D. Experience and Training                     | 30 Points |
| E. Quality of Services                         | 25 Points |
| F. Location                                    | 15 Points |
| G. Communication process; Bilingual Assistance | 15 Points |

*\*A total of 155 points may be awarded per proposal.*

The selection committee will primarily be composed of City employees. On occasion, consultants may be invited to participate in the review.

Note that proposals that are received after the deadline or not conforming to the RFP requirements may be deemed non-responsive and eliminated. Each proposer bears sole responsibility for the items included or not included in the response submitted by that proposer.

All proposals in response to this RFP will be evaluated in a manner consistent with the Ogden City policies and procedures. Ogden City reserves the right to disqualify any proposal that includes significant deviations or exceptions to the terms, conditions and/or specifications in this RFP. Ogden City reserves the right to disqualify a proposal due to any late response, no response or missed deadline.

In the initial phase of the evaluation process, the selection committee will review all responsive proposals in a cursory manner to eliminate from further consideration proposals which in the judgment of the evaluation committee fail to offer sufficient and substantive provisions to warrant further consideration.

At the conclusion of this initial phase, finalist proposals will be selected for detailed review and evaluation.

Ogden City may require an in-person presentation by a proposer to supplement their written proposal.

Being selected and entering into an agreement does not guarantee the offeror will be extended any specific amount of work.

## **V. SUBMISSION OF PROPOSALS**

**By June 12, 2024, no later than 2 PM**, proposers shall submit five (5) copies of the proposal in a sealed envelope.

On the envelope, indicate your company's name and the RFP name.

**LATE PROPOSALS WILL NOT BE ACCEPTED.**

**Submit to:**  
Ogden City Corporation  
c/o 2<sup>nd</sup> Floor Information / Constable Desk  
ATTN: Purchasing Office  
“Probation Management Services”  
2549 Washington Blvd.  
Ogden, UT 84401

If the sealed proposal is submitted by mail or other delivery service, it must be received prior to the submission deadline.

The Proposal may also be hand-carried to the 2<sup>nd</sup> Floor Information / Constable Desk at the same address.

**No facsimile or email transmittals will be accepted.**

It is the sole responsibility of those responding to this RFP 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.

## **VI. INSURANCE REQUIREMENTS**

The successful proposer shall procure and maintain for the duration of the contract the required 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:

1. **General Liability:** Minimum of \$3,000,000 commercial general liability coverage with \$1,000,000 for 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.

2. **Business Automobile Liability:** \$1,000,000 combined single limit per occurrence for bodily injury and property damage for owned, non-owned and hired autos.

3. **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.

4. **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:

1. "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".

2. "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:

1. "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.

J. Under the “**Certificate Holder**” section, list the following information:

Ogden City Corporation  
2549 Washington Blvd., Ste 510  
Ogden, UT 84401

## **VII. 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. Ogden 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 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 Recorders Office at the time of bid

submission. The form can be accessed through the Recorder's webpage at:  
[https://pr-ogdenut.mycusthelp.com/WEBAPP/rs/\(S\(suopfgrvelryntwqydthpu0\)\)/support/home.aspx?sSessionID=16221821990UTUCQERTHPDHVQEOIMKDOOMQJPTOE&lp=2](https://pr-ogdenut.mycusthelp.com/WEBAPP/rs/(S(suopfgrvelryntwqydthpu0))/support/home.aspx?sSessionID=16221821990UTUCQERTHPDHVQEOIMKDOOMQJPTOE&lp=2)

## **VIII. ADDITIONAL INFORMATION**

*Each defendant will pay the total costs associated with supervised probation, therefore, no invoices will be sent to, or received, by Ogden City Justice Court.*

Price Guarantee: All pricing must be guaranteed for one (1) year. Following the guarantee period, any request for price adjustment must be for an equal guarantee period and must be made at least 30 days prior to the effective date.

Requests for price adjustment must include sufficient documentation supporting the request and demonstrating a logical mathematical link between the current price and the proposed price.

Any adjustment or amendment to the contract will not be effective unless approved by Ogden City.

Price Reductions: If applicable, it is understood and agreed that the City will be given the immediate benefit of any decrease in the market, or allowable discount.

Contractor will only be allowed to invoice for the cost of services / goods in compliance with the submitted proposal as accepted by Ogden City Corporation.

## **IX. GOVERNING INSTRUCTIONS**

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

## X. RFP SCHEDULE

Ogden City will follow the timetable below. Ogden City reserves the right to modify the dates due to unforeseen circumstances. Revision of dates, specifically the RFP response deadline will result in an RFP amendment. Amendments will be published in the City's Purchasing webpage - <https://www.ogdencity.com/264/Purchasing>.

| EVENT                                  | TARGET DATE                       |
|--|-----------------------------------|
| Open RFP Process                       | May 22, 2024                      |
| 1 <sup>st</sup> Ad – Standard Examiner | May 25, 2024                      |
| 2 <sup>nd</sup> Ad - Standard Examiner | June 1, 2024                      |
| Last day for Q&A                       | June 6, 2024; No later than 3 PM  |
| RFP Response Deadline                  | June 12, 2024; No later than 2 PM |
| Committee Review and Selection process | To Be Determined                  |
| Contract Start Date                    | To Be Determined                  |

## XI. CONTACT INFORMATION

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 3 PM on June 6, 2024.

Please check the City's Purchasing webpage for any published Q&A document(s) that might have already addressed your questions or concerns - <https://www.ogdencity.com/264/Purchasing>.

**Thank you for your interest in doing business with Ogden City.**

## EXHIBIT A SPECIFICATIONS

### 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 a non-exclusive contract with the City to provide private probation services for defendants referred to 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.**

### COURT INFORMATION

The Ogden City Justice Court received a total of 17,712 case filings in the fiscal year 2023. Of the cases filed, 2,965 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 750 cases annually have associated probation service needs, which will be divided among selected providers.

### 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.