



Riverton City
Purchasing Department
12830 South 1700 West
Riverton, UT 84065
801-208-3175

REQUEST FOR PROPOSAL #198-17

PURPOSE OF REQUEST:

The purpose of this Request for Proposal, hereinafter referred to as RFP, is to enter into a contract with a qualified Bailiff/Constable to furnish services to Riverton City. The contractor hereinafter will be referred to as the Company and Riverton City as the City.

RESPONSE DATE AND LOCATION:

Offers must be received at the Riverton City Purchasing Department, 12830 South 1700 West, Riverton, Utah 84065 by 2:00 PM on August 17, 2017. The reference number for this RFP is #198-17. Any proposal that is received after this due date and time will be returned unopened to the proposer. All proposals and communications relative to this RFP must bear this number #198-17. If it becomes necessary to revise the RFP in whole or in part, an addendum will be provided to all proposers on record who received the original RFP.

ADMINISTRATIVE GUIDANCE:

The information provided herein is intended to assist proposers in the preparation of proposals necessary to properly respond to this RFP. The RFP is designed to provide interested proposers with sufficient basic information to submit proposals meeting minimum requirements, but is not intended to limit a proposal's content or exclude any relevant or essential data therefrom. **Proposers are at liberty and are encouraged to expand upon the specification to evidence service capability under any agreement.** Riverton City **will not** be liable for any cost's proposers may incur in the preparation or presentation of this proposal.

Proposals of the successful proposer shall be open to public inspection for a period of ninety (90) days after the announcement of the selection of the successful proposer(s) subject to the limitations of Section 63-2-304 of the Utah State Code. Proposals of proposers who are not awarded contracts shall not be open to public inspection.

PROPOSAL CONSIDERATION:

The City may award a contract based solely upon the merits of the initial proposal, without

an oral commentary by the proposers. In light of this possibility, proposers should present the most favorable price and service available. The City may require an oral presentation from a short list of the top two or three proposers to make a final selection. If necessary, this presentation will be scheduled after the closing date and prior to the award of the contract. The City reserves the right to reject any or all proposals received and to waive any informality or technicality in any proposal in the interest of the City.

TERMS OF CONTRACT:

The agreement will be in accordance with requirements set forth in the terms of agreement of this RFP. The term of this contract will be for a period of 1 year(s) with the option to renew on a year to year basis for up to 4 years from date of an original contract. The contract, however, may be terminated at any time by either party with advance written notification of at least 30 calendar days. All provisions of the agreement must be in compliance with established State and Local laws and ordinances of the State of Utah and its political subdivisions.

BACKGROUND:

The Riverton City court operates one or two days a week, depending on case load. Court is held every Tuesday and Mondays will be added as the case load demands. When court is held, two (2) bailiffs are needed in the morning and one (1) bailiff is needed in the afternoon. A second bailiff may be needed in the afternoon if there is a jury trial, the City will provide adequate notice when the second afternoon bailiff is needed.

SCOPE OF SERVICES:

The current position would require the bailiff to provide protection to the judge and the court room. There will also be some miscellaneous court room duties such as paper work passing between the Judge and the defendant.

Provide service of all process except bench warrants.

TASKS TO BE COMPLETED:

The successful responder will be required to complete the following tasks:

1. Provide security in the Court Room
2. Provide Security to Judge and staff.
3. Help with paperwork in Court Room.
4. Report to Court Supervisor of any troubles within the Court Room or Staff.

5. Service of Process

PROPOSAL FORMAT:

Proposals must be concise and in outline format. Please furnish one (1) original copy and one (1) committee member copy of your proposal. The original copy of the RFP may be a hard copy or an electronic copy if responding via email, and the committee member copy is to be an electronic copy only (electronic copies are to be in Adobe Reader Format and not to exceed 10MG). The committee member copy is not to include pricing, do not include anything regarding pricing in the committee member copy; the pricing will be scored by the purchasing department. Pertinent supplemental information should be referenced and included as attachments. All proposals must be organized and tabbed to comply with the following sections. If they are not, they may be rejected. Each tabbed section must clearly and fully address the subject and be understandable. Failure to do so will negatively impact the evaluation of your submitted RFP. Proposals should be long enough to expand on the qualifications and experience; however, lengthy, encyclopedic RFPs are not encouraged. Proposals should not exceed twelve (12) pages, including covers, dividers and resumes.

Tab I. Letter of Transmittal. Complete Attachment 1, "proposal submittal cover sheet". Include the names, addresses and telephone numbers of others who are authorized to represent the company in dealing with this RFP, and an expression of the proposer's ability and desire to meet the requirements of this RFP. Any other information not appropriately contained in the proposal should also be included.

Tab II. Proposed Approach The proposed approach should constitute the major portion of the RFP and must include the following:

- A. A statement of your understanding and a general description of your proposed approach to project scope of services.
- B. A detailed work plan outlining how you can complete each required task described in the tasks to be completed portion of this RFP.
- C. In addition to the specific service proposals specified above, identify and/or recommend any additional or innovative services and products provided by you that may be related to or helpful to a comprehensive design of the proposed project. If there is a better way for the City to package or define the services that it has requested herein in order to obtain better pricing and/or service by making it easier for the selected consultant, please explain what modifications would be necessary to achieve such better pricing and/or service

Tab III.

Qualifications. The qualifications should include the following:

- A. A statement of your experience and qualifications to meet the requirements of the City as outlined herein. State whether or not you meet all standards and requirements set forth the Code of Federal Regulations Procedures for State, Tribal, and Local Government Preservation Programs (36 CFR 61). Include a general overview and history of your company, number of years in business, number of employees, corporate headquarters location, type of business, names of the firm's chief officers (include an organizational chart if possible), and where you do business. Offerors may include an annual report or statement of finances, if available, but it shall not substitute for the written narrative requested for this item.
- B. Identify proposed staff members who would be involved in providing the services requested herein and submit statements or resumes detailing their qualifications. Your proposal should include information on levels of training received by each staff member and detailed descriptions of their involvement with projects of similar or identical scopes.
- C. Are you or your company currently involved in arbitration and/or litigation for any reason? If so, please elaborate.
- D. Have you or your company, or any of your proposed subcontractors, ever filed for reorganization or bankruptcy? If so, please provide dates and resolution.
- E. Identify any of the work that you intend to subcontract to others and identify the proposed subcontractors including names, specific assignments, and the qualifications of the subcontracting firm and its key personnel.
- F. In addition to the information and qualifications specified above, identify any special knowledge or skills provided by you or your firm that may be related or helpful to the services requested herein.

Tab IV.

Cost Proposal. Complete Attachment 2, "The proposal response price sheet". The proposal must be set forth in such a way that it will allow the performance merits of the proposal to be evaluated independent of costs. .

Tab V.

References. The proposer shall submit four (4) references. Detail your own or your firm's experience in providing the services requested herein for similar customers of similar size, with dates of performance, customer

name, contact person, and telephone number(s). By providing such references you agree that neither the City nor the clients referenced shall have any liability regarding the provision of such references or the City's use of such references in making selections under this request for proposal.

Tab VI. Insurance. Workmen's Compensation and Employer's Liability Insurance. The Contractor shall comply with the provisions of the Workmen's Compensation Act, and all other legislation, federal and state, applicable to the work described herein, and the Contractor agrees to make all payments, returns and reports required by these acts.

EVALUATION CRITERIA:

The award of the contract shall be based upon the following factors and are listed in order of importance with their assigned weights.

1. Qualifications – 60%
2. Cost – 20%
3. Years of Service – 10%
4. Reference – 10%

Understandability and comprehensiveness of information supplied in this RFP will affect the evaluation of the above criteria.

PROPRIETARY INFORMATION:

Proposers are required to mark any specific information contained in their proposal which is not to be disclosed to the public or used for purposes other than the evaluation of the proposals. A declaration must accompany the proposal stating the reasons the information should not be disclosed. Any proposal that is marked confidential in its entirety will be questioned. Pricing and service elements of the successful proposal **will not** be considered proprietary. All materials become the property of Riverton City and may be returned only at the City's option. Proposals submitted maybe reviewed and evaluated by any person, not competing proposers, at the discretion of the City.

STANDARD CONTRACT TERMS AND CONDITIONS

NON-AVAILABILITY OF FUNDS

It is understood that if the department fails to receive sufficient appropriation of funds or authorization for the expenditure of sufficient funds to provide for the continuation of the contract or the lawful order issued in or for any fiscal year during the Term of this contract, the contract and all lawful order's issued shall terminate on the date said funds are no longer available without any termination charges or liability incurring to the City. The City shall certify and warrant in writing that sufficient funds have not been appropriated or authorized to continue this amendment. Non-Availability of Funds or failure to receive authorization for the expenditure of sufficient funds as used herein means a level of funding that results in less funding than that which was allocated to department in the immediately preceding fiscal year.

INDEMNIFICATION

The contractor agrees to protect, indemnify and hold Riverton City, the City Council, the Mayor, and all employees (collectively the "Indemnities") free and harmless from and against all losses, claims liens, demands and causes of action of every kind and character arising out of performance of the Work by the contractor or by its subcontractors, including the amount of judgment, penalties, interest, court costs and legal fees incurred by the Indemnities or any of them in defense of the same, arising in favor of any party, including governmental agencies or bodies, on account of, but not limited to, taxes, claims, liens, debts, personal injuries, death or damages to property (including property of Indemnities).

The Contractor further agrees to; investigate, handle, respond to, provide defense for and defend any such claim, demand or cause of action at its sole expense, and agrees to bear all other costs and expenses related thereto, even if such claim, demand or cause of action is due solely to the fault of Riverton City and, release, indemnify and hold the Buyer, its officers, agents and employees harmless from liability of any kind or nature, including the contractor's use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of this contract.

Riverton City is a governmental entity under the Governmental Immunity Act and waives no defenses, limits of liability or other rights.

LABOR

All services provided will be made upon request by the City.

INSURANCE

The Contractor agrees to acquire and maintain the appropriate insurance, in the appropriate amounts, (not less than \$1,000,000 per occurrence, 2,000,000 aggregate) for the service(s) provided. This may include, but not limited to workers compensation, liability and errors in omission. Proof of insurance will be provided to the City upon request.

Insurance needs to include Project Name with the location and description of the project, and the Project Number and Bid Number (if known). Insurance must name as the certificate holder; Riverton City, its elected officials, appointed officials, officers, employees and volunteers.

Coverage is for all operation performed by or on behalf of the named insured.

Insurance provided is required to be primary and non-contributory.

INDEPENDENT CONTRACT

It is understood and agreed by the parties that the contractor is to act in the capacity of an independent contractor and as such will have no authorization, express or implied to bind Riverton City to any agreements. Contractor's officers and employees shall not be considered as employees or officers of the City and shall not be entitled to any employee benefits as City employees as a result of the execution of this agreement.

ASSIGNMENT

The contractor shall not assign this agreement or assign, pledge transfer or otherwise dispose of its interest or this agreement, without the specific consent of the City, and that no such assignment, pledge, mortgage, transfer, or other disposition shall relieve the contractor of its obligations hereunder, nor shall such an assignment of other disposition terminate any such claim or defense which the City may have. Riverton City may assert any claim or defense it may have against the contractor and against any such assignee.

NO OFFICER OR EMPLOYEE INTEREST

It is understood and agreed that no officer or employee of Riverton City has or shall have any pecuniary interest, direct or indirect, in this agreement or the proceeds thereof. No officer or employee of the contractor or any member of their families shall serve on any City board or committee or hold any such position which either by rule, practice, or action nominates, recommends, or supervises contractor's operations, or authorizes funding of payments to the contractor.

AFFIDAVITS

At the time of, or prior to, commencing work, the contractor shall submit a sworn affidavit from each officer, employee or agent of the contractor who has been in contact or communicated with any officer, agent, or employee of the City during the past calendar year concerning the provision of these goods and services. The affidavit shall contain the following statement:

"I do solemnly swear that neither I, nor to the best of my knowledge, any member of my firm or company, has either directly or indirectly restrained free and competitive bidding by entering into any agreement, participating in any collusion, or otherwise taken any action unauthorized by the governing body of the City, or in violation of applicable law to secure favorable treatment with respect to being awarded this contract."

NON-DISCRIMINATION/AFFIRMATIVE ACTION

The Respondent agrees to abide by the provisions of the Utah Antidiscrimination Act, Title 34 Chapter 35, U.C.A. 1953, as amended, and Title VI and Title VII of the Civil Rights Act of 1964 (USC 2000e), which prohibit discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of handicap. This agreement may be canceled if the contractor fails to comply with the provisions of these laws and regulations. ***The Contractor must include this provision in every subcontract or purchase order relating to purchases by Riverton City to insure that subcontractors and vendors are bound by this provision.***

WORKFORCE

The Contractor agrees to register and participate in a Status Verification System such as E-Verify, to verify the work eligibility status of the Contractor's new employees that are employed in the state. The Contractor further agrees to have each contractor or subcontractor who works for or under main contractor, certify by affidavit that the contractor or subcontractor has verified through a Status Verification System the employment status of each new employee of the respective contractor or subcontractor.

LAW

This contract shall be governed and constituted in accordance with the laws of the State of Utah.

DEFAULT

If either party fails to perform its obligations, the other party may give written notice specifying the nature of the failure, and requesting the defaulting party to remedy it. If the default is not corrected within thirty (30) days of the notice date, the non-defaulting party may pursue the remedy provided herein, and without waiving that remedy, it may terminate this agreement. If the failure reasonably justifies faster action, the notice may require correction within less than thirty (30) days, and the non-defaulting party may take reasonable action to protect its interest. If the failure is one that reasonably requires more than thirty (30) days to correct, the correction period shall be extended beyond thirty (30) days, so long as the defaulting party promptly commences to correct the default and diligently pursues it to completion.

In the event either party needs to enforce the terms of this agreement by suit or otherwise, the party at fault shall pay the costs and expenses incident thereto, including a reasonable attorney's fee.

ENTIRE AGREEMENT

This Agreement, together with the attachments hereto, contains the entire Agreement between the parties, and supersedes all prior agreements, and oral or written representations with respect to the subject matter hereto, and no statements, promises, or inducements made by either party or agents for either party, that are not contained in this written Agreement, shall be binding or valid. This Agreement may not be enlarged, modified, or altered except in writing, signed and dated by the parties.

Please direct questions to:

Riverton City Purchasing Department
Attention: Craig Calvert
12830 South 1700 West
Riverton, Utah 84065
801-208-3175

ATTACHMENT 1

Proposal Submittal Cover Sheet

RFP No. 137-10

PROPOSAL FOR Bailiff/Constable Services

TO: Riverton City Corporation
Purchasing Department
12830 South 1700 West
Riverton, Utah 84065

The undersigned, having carefully read and considered the Request for Proposal to provide Bailiff/Constable Services, does hereby offer to perform such services on behalf of the City, in the manner described and subject to the terms and conditions set forth in the attached proposal. Services will be performed at the rates set forth in said proposal.

OFFEROR

Company Name: _____

Doing business as: an individual a partnership a corporation a limited liability company (mark appropriate box), duly organized under the laws of the State of _____.

BY: _____
(Signature of authorized representative) (Please Print or Type Name)

PRINCIPAL OFFICE ADDRESS:

Street Address _____
City _____ County _____
State _____ Zip Code _____
Telephone (____) _____ FAX (____) _____
E:mail Address _____

TAXPAYER IDENTIFICATION NUMBER:

Employer I.D. No. _____ OR Social Security No. _____
(Corporation or Partnership) (individual)

ALL PROPOSALS MUST INCLUDE THIS COVER SHEET & THE PROPOSAL CONTENT & EVALUATION REQUIREMENTS LISTED IN THE RFP.

ATTACHMENT 2

Proposal Response Price Sheet

RFP No. 137-10
PROPOSAL FOR Bailiff/Constable Services

I. GENERAL

- A. Prices stated include all costs associated with the performance of the services specified, including materials, supervision, labor, insurance, transportation, delivery, fuel or other surcharges, demurrage, and related costs. No other charges shall be allowed. All prices and fees are stated in U.S. dollars.
- B. The City is exempt from sales, use, and federal excise taxes on these products and/or services. Exemption certificates shall be furnished upon request.
- C. Fee stated shall be firm for the full term of this Agreement, including any renewal terms.

II. FEE

- A. For all services provided by the Baliff/Constible as specified in this RFP, the person will be

Paid an hourly rate of \$_____ per hour.

Minimum hours billed: _____.

- B. For all service of process except bench warrants:_____.
(flat rate, no mileage. Payment will be for completed process/served, no attempts will be paid)

III. INVOICING AND PAYMENT

Riverton City will pay monthly for services rendered. The successful proposer must keep a record/time sheet, indicating the date worked and the number of hours worked for that date.

The Contractor shall submit a written invoice with the required work record/time sheet attached, in duplicate, for services rendered and the City shall pay the invoiced fee within thirty (30) days after receipt of the invoice by the City.

Invoices shall be submitted to: Riverton City Corporation
12830 South 1700 West
Riverton, Utah 84065