

REQUEST FOR PROPOSALS

Probation Management Services

May 19, 2022

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(435)-755-1000
cjensen@cashesheriff.org

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Request for Proposals

Cache County Sheriff's Office Probation Management Services

The Cache County Sheriff's Office is accepting proposals to provide private probation services in cases before the justice courts and pretrial supervision in cases before the First District Court in Cache County, as directed by the courts and in conformity with Utah law.

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1. SCOPE OF SERVICES

The Cache County Sheriff's Office ("CCSO") is requesting proposals from agencies that have probation officers licensed with the state of Utah that are willing and able to provide, as assigned by CCSO, (1) probation services for defendants convicted of misdemeanor offenses and sentenced to supervised probation and (2) pretrial supervision for defendants ordered to receive pretrial supervision by the courts. The selected agency will enter into a non-exclusive contract with CCSO to provide private probation services and pretrial supervision for defendants referred to CCSO by the courts. The selected agency will have representatives available at the specified courts during the necessary times outlined in the awarded contract. The selected agency will file monthly reports to CCSO that contain the following information:

- 1) each individual currently supervised in Cache County by the agency;
- 2) each individual ordered by a court in Cache County to receive supervised probation or pretrial supervision who is supervised by the agency outside Cache County;
- 3) the crimes that each individual has been charged with and/or convicted of;
- 4) the level of supervision that is being provided for each individual; and
- 5) any other information related to the agency's provision of probation or pretrial supervision services that the Sheriff determines is relevant.

The agency will use CCSO's software system to file reports, track probationers' and supervised persons' progress, and ensure that fees are collected. CCSO will provide appropriate training on the software system for the agency and its employees who need access.

The agency may be required to provide the following:

- 1) pretrial supervision;

- 2) substance abuse testing;
- 3) in-person, supervised probation;
- 4) electronic monitoring (GPS and/or alcohol);
- 5) monitoring of compliance with court-ordered education and treatment programs;
- 6) pre-sentence investigation reports; and
- 7) assistance in the collection of court fines, fees, and restitution.

Upon the agency's determination that a probationer has met the terms and conditions of his or her probation, the agency will notify CCSO and identify the documentation within the court's docket that supports the agency's determination. CCSO will review that documentation and, if satisfied that the probationer has met the terms and conditions of probation, approve the filing of a Request for Termination of Probation Services with the court by the agency.

In the event that orders to show cause, memoranda of noncompliance, requests for termination of probation, or other documents are filed with the Court by the agency, the agency will notify CCSO within twenty-four hours of each filing. The agency will also copy CCSO on any other Court-requested correspondence.

CCSO will collect all probation and supervision fees, based upon a uniform fee schedule. The agency will ensure that probationers and supervised persons assigned to it make payments at the designated CCSO departments and/or kiosks. The probation and supervision fee schedule will be negotiated between the agency and CCSO and outlined in the awarded contract.

In consideration for these services, the agency will receive a monthly payment from CCSO. The amount of the monthly fee will be negotiated between the agency and CCSO and outlined in the awarded contract.

Being selected and entering into a contract does not guarantee that the agency will be given a specified minimum or other specific amount of work.

2. REQUIRED SERVICE DATES AND TIMES

The selected agency must maintain regular business hours on weekdays and be available to report to the courts at designated court hearings each week. Preference will be given to agencies who will provide 24-hour telephone availability to CCSO and other local law enforcement agencies.

3. RESPONSE TO REQUEST FOR PROPOSAL

Proposals must include a description of the agency's qualifications to perform each part of the above Scope of Services. Each proposal must also include, at a minimum, the following information:

- 1) the name, address, email, and telephone number of the agency submitting the proposal, together with the name and contact information of the person designated as the agency's representative;
- 2) evidence of the agency's insurability;
- 3) a description of the agency's experience and capability of fulfilling the contract if awarded;
- 4) a detailed breakdown of the agency's costs to complete the Scope of Services as well as the agency's proposed fee schedule for probationers and supervised persons to cover those costs;
- 5) a history of the agency, with biographies and/or resumes of the agency's principal contacts;
- 6) a list of all counties and/or locations for which the agency is providing, or may provide, probation and/or pretrial supervision services;
- 7) a list of three references, including:
 - a) dates during which the agency performed services for the reference;
 - b) summary of work performed for the reference; and
 - c) contact information for the reference;

- 8) a list of the names of any outside consultants or subcontractors the agency uses or may use, including contact information for such consultants or subcontractors and a brief description of their anticipated role in completing the Scope of Work;
- 9) the assessment tool the agency is currently uses to determine the risk level of probationers and/or supervised persons; and

4. EVALUATION OF PROPOSALS

A proposing agency must be able to meet all requirements of the Private Probation Provider Licensing Act (Utah Code §§ 58-50-1 through -10) and all associated administrative rules and regulations.

Proposals will be evaluated, and an agency selected, based on the agency's responses with respect to each of the criteria set forth below. Each agency will receive points for each of the criteria set forth below. The maximum number of points possible under each criteria is set forth in the Table of Evaluation Criteria and Points that is also set forth below. The agency will the highest number of points will be selected and awarded a contract.

A. *Scope of Services*. Proposals will be evaluated on the agency's ability to provide each of the following services:

- 1) pretrial supervision;
- 2) in-person, supervised probation;
- 3) substance abuse testing;
- 4) electronic monitoring (GPS and/or alcohol);
- 5) monitoring of compliance with court-ordered education and treatment programs;
- 6) preparation of pre-sentence investigation reports; and
- 7) assistance in the collection of court fines, fees, and restitution.

- B. *Cost of Services and Proposed Fees.* Proposals will be evaluated on the cost outlined by the agency to complete the Scope of Services and the agency's proposed fee schedule to cover those costs.
- C. *Provision for Indigent Defendants.* The agency must be able to provide services to defendants who are determined to be indigent or unable to pay for services. Proposals will be evaluated on the agency's ability to address these circumstances.
- D. *Experience and Training.* Proposals will be evaluated on the experience level and training of the agency and the individuals that would be assigned by the agency to complete the Scope of Services.
- E. *Quality of Services.* Proposals will be evaluated on the quality, method, and tools the agency will use to screen and evaluate defendants for pre-trial supervision and to supervise conditions of probation. Proposals will also be evaluated based on the quality of services provided by the agency in the past, as reflected in the agency's biography and in reports from the agency's references.
- F. *Location.* Proposals will be evaluated on the proximity of the agency's offices and/or anticipated offices to the courthouses in Cache County. Proposals will also be evaluated based on the agency's ability to provide supervision to defendants who reside in Cache County and to defendants who reside outside Cache County.
- G. *Linguistic Services.* Proposals will be evaluated based on the agency's ability to provide linguistic assistance to a variety of probationers.
- H. *After-Hours Availability.* Proposals will be evaluated based on the agency's ability to provide 24-hour telephone availability to local law enforcement agencies.

TABLE OF EVALUATION CRITERIA AND POINTS

CRITERIA	POSSIBLE POINTS
Pretrial supervision	25
In-person, supervised probation	20
Substance abuse testing	12
Electronic monitoring	8
Monitoring compliance with court orders	20
Preparation of pre-sentence investigation reports	15
Assisting in collection of fines, fees, and restitution	20
Cost of services and proposed fees	25
Provisions for indigent probationers/defendants	15
Experience and training	25
Quality of Services	20
Location	25
Linguistic assistance	12
After-hours availability	8
TOTAL POSSIBLE POINTS	250

All proposals received in response to this RFP will be evaluated in a manner consistent with CCSO policies and procedures. Proposals will be evaluated by a committee whose members may include representatives from Cache County, CCSO, and/or the Cache County Attorney's Office. After the committee has scored the proposals, the agencies who submitted proposals will be notified of the end results.

5. INSURANCE REQUIREMENTS

An agency awarded a contract must procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the contract. The agency must pay the cost of such insurance.

Specifically, an agency awarded a contract must carry the following insurance:

- a. **Commercial General Liability:** Minimum of \$2,000,000.00 commercial general liability coverage with \$1,000,000.00 for each occurrence. Policy to include coverage for operations liability, broad-form property damage (if applicable) and independent contractor's liability (if applicable) written on an occurrence form.
- b. **Business Automobile Liability:** \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage for owned, non-owned and hired autos.
- c. **Workers' Compensation and Employer's Liability:** Workers' Compensation limits as required by the Labor Code of the State of Utah and employer's liability with limits of \$1,000,000.00 per accident.

Each insurance policy required by this RFP and the contract, if awarded, must contain the following clauses:

- a. "This insurance shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Cache County Sheriff's Office."
- b. "It is agreed that any insurance or self-insurance maintained by Cache County or the Cache County Sheriff's Office, 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."

Each insurance policy required by this RFP and the contract, if awarded, excepting policies for Workers' Compensation, shall contain the following clause in a separate endorsement:

"Cache County, Cache County Sheriff's Office, 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 the Contract with Cache County Sheriff's Office."

Insurance is to be placed with insurers acceptable to and approved by CCSO. The agency's insurer must be authorized to do business in Utah at the time the policy is executed and throughout the time period the policy is maintained, unless otherwise agreed to in writing by CCSO. Failure to maintain or renew coverage or to provide evidence of renewal will be treated as a material breach of the contract, if awarded.

CCSO must 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 CCSO before work begins under the contract, if awarded. CCSO reserves the right to require complete, certified copies of all required insurance policies at any time.

Any deductibles or self-insured retentions must be declared to and approved by CCSO. At the option of CCSO, either (1) the insurer must reduce or eliminate such deductibles or self-insured retentions with respect to CCSO and Cache County; or (2) the agency must provide a financial guarantee satisfactory to CCSO guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

The agency must include all of its contractors as insured under its policies or shall furnish separate certificates and endorsements for each contractor. All coverages for the agency's contractors must be subject to all of the requirements stated herein. Nothing contained herein may be construed as limiting in any way the extent to which the agency may be held responsible for payments of damages to persons or property resulting from the activities of the agency or its agents, employees, invitees, or contractors upon CCSO premises during the Contract.

6. ADDITIONAL INFORMATION

- A. Agencies submitting proposals are responsible for securing any and all addenda to this Request for Proposals that may be issued.
- B. Agencies submitting proposals must have experience with all work defined in the Scope of Services.
- C. CCSO reserves the right to conduct a criminal background check of each person who will be providing services in response to this RFP. If requested, an agency submitting a proposal must submit a BCI Criminal History Report dated within 30 days of its response to the RFP for each employee who will be performing work within the Scope of Services, which shows “Criminal History Verified” and has Arrest History attachments. Individuals who have any convictions on their BCI record may be subject to further review and approval by CCSO.
- D. CCSO may reject any response to this RFP that involves services from a person or agency that CCSO determines is unfit or unqualified to fulfill the requirements of this RFP.
- E. All work must meet current industry standards, including all federal, state, and local statutes, ordinances, rules, and/or regulations.
- F. CCSO reserves the right to request clarification of information submitted and to request additional information from any agency that submits a proposal.
- G. CCSO will make every effort to ensure that all agencies that submit proposals 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.

- H. All costs related to the preparation of proposals and any related activities are the sole responsibility of the agency submitting a proposal. CCSO assumes no liability for any costs incurred throughout the entire selection process by agencies submitting proposals.
- I. Once submitted, all proposals, including attachments, supplementary materials, addenda, etc., become the property of CCSO and will not be returned to the submitting agency.
- J. No member, officer, or employee of CCSO during his or her tenure shall have any interest, direct or indirect, in a contract awarded pursuant to this RFP or the proceeds thereof, except as permitted by CCSO or Cache County policy.
- K. Each submitting agency guarantees that its proposal is not a product of collusion with any other submitting agency and that no effort has been made to fix the proposal price or to fix any overhead, profit, or cost estimate of any proposing agency.
- L. CCSO reserves the right to negotiate and hold discussions, as necessary, with any agency that submits a proposal. However, CCSO may award this contract without discussion of proposals received from prospective service providers. The agency selected under this RFP must enter into a written agreement with CCSO in substantially the form attached hereto as Exhibit A before beginning any work or being entitled to any compensation.
- M. CCSO reserves the right to cancel this RFP. CCSO reserves the right to reject any or all proposals received. CCSO reserves the right to waive any failure of an agency to comply with a technical requirement of this RFP when such waiver is in the best interest of CCSO and Cache County.
- N. Pursuant to the Utah Government Records Access and Management Act, all proposals and any associated documents submitted in response to this RFP will be considered public after the contract is awarded. If a proposing agency wishes to protect any records,

a request for business confidentiality may be submitted to CCSO at the time of bid submission. Forms for such a request can be accessed online.

7. GOVERNING INSTRUCTIONS

This Request for Proposals constitutes the governing document for submitting proposals and takes precedence over any oral representations.

8. POINTS OF CONTACT

For any questions related to this RFP, please contact the individuals listed on the cover page.

9. SUBMISSION OF PROPOSALS

An agency who wishes to submit a proposal must do so **no later than 5:00 P.M. on June 20, 2022** by:

1. submitting 3 physical copies and one 1 electronic copy of its proposal **no later than 5:00 P.M. on June 20, 2022** to the CCSO point of contact listed on the cover page; and
2. submitting 1 electronic copy of its proposal to the Cache County Attorney's Office's point of contact listed on the cover page.

Please do not use spiral or wire binding methods in preparing physical copies of proposals.

LATE PROPOSALS WILL NOT BE ACCEPTED.

It is the sole responsibility of the agencies responding to this RFP to ensure that their submittals are made to the correct location and in compliance with the stated date and time. CCSO offices are closed on holidays. CCSO reserves the right to accept or reject any submittal as it best serves convenience and/or is found to be in the best interests of CCSO and Cache County.

EXHIBIT A

CONTRACT FOR PROBATION SERVICES

This contract is made the _____ day of _____, 2022, pursuant to Utah Code Ann. § 58-50-9(h), by and between Cache County, a boy politic of the State of Utah, on behalf of the Cache County Sheriff’s Office, a law enforcement agency, herein after collectively referred to as “CCSO”, and _____, a _____ corporation authorized to do business in the State of Utah (hereinafter “Private Probation”), collectively the “Parties.” In consideration of the mutual promises contained herein, CCSO and Private Probation agree as follows:

1. General Purpose of the Contract

Private Probation’s responsibility under this Contract is to provide misdemeanor probation services for offenders sentenced to a period of misdemeanor probation and to provide pretrial supervision for defendants assigned to pretrial intervention by the First District Court and/or justice courts within Cache County, Utah, which services shall be in accordance with the Scope of Services within, and Private Probation’s proposal submitted on _____ in response to, the Request for Proposals issued by CCSO on _____, both of which are attached hereto and incorporated herein.

2. Points of Contact and Notices

Any notices or other communications to be given under this Contract shall be sent to the individuals listed below.

CCSO’s representative liaison during the performance of this Contract shall be:

D. Chad Jensen
Sheriff
1225 West Valley View Highway
Logan, UT 84321
(435)-755-1000
cjensen@cachesherriff.org

Private Probation’s representative liaison during the performance of this Contract shall be:

Name: _____
Title: _____
Address: _____
Phone: _____
Email: _____

Private Probation’s agents who are licensed probation officers through DOPL are:

Name of Agent: _____
DOB: _____

License Number: _____

Name of Agent: _____

DOB: _____

License Number: _____

3. Contract Period

This Contract is effective upon it being signed by both Parties and will remain in effect unless terminated or extended in accordance with the terms and conditions of this Contract.

4. Probation Services Provided and Reporting

Private Probation will perform as indicated in the Scope of Work from the Request for Proposal (“RFP”), which is attached hereto as **Exhibit A**.

5. Pricing and Payment

Fees charged to probationers and supervised persons for tests, probation and supervision services, and monitoring shall be as enumerated on **Exhibit B**.

Probation Services shall receive from CCSO each month _____ for providing the services outlined in Section 4. Payment shall be provided on Net 30 terms.

5. Termination

This Contract may be terminated at any time by written agreement of the Parties. Notwithstanding the foregoing and any other provision contained herein, either party may unilaterally terminate this Contract without cause upon 60 days written notice of termination to the other party.

6. Default

If either Party fails to perform its obligations under this Contract, failure shall constitute default and, in such event, written notice shall be given to provide an opportunity to remedy such default. Should the defaulting party fail to remedy such default within 10 calendar days from the date of such notice, the non-defaulting party shall have the right, in addition to all other rights and remedies available at law or in equity, to terminate this Contract in whole or in part.

7. Insurance and Indemnification

At all times during the term of this Contract, Private Probation and its subcontractors shall maintain in effect the following types of insurance:

- a. **Commercial General Liability:** Minimum of \$2,000,000.00 commercial general liability coverage with \$1,000,000.00 for each occurrence. Policy to include coverage for

operations liability, broad-form property damage (if applicable) and independent contractor's liability (if applicable) written on an occurrence form.

- b. **Business Automobile Liability:** \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage for owned, non-owned and hired autos.
- c. **Workers' Compensation and Employer's Liability:** Workers' Compensation limits as required by the Labor Code of the State of Utah and employer's liability with limits of \$1,000,000.00 per accident.

Each insurance policy required by this Contract shall contain the following clauses:

- a. "This insurance shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Cache County Sheriff's Office."
- b. "It is agreed that any insurance or self-insurance maintained by Cache County or the Cache County Sheriff's Office, 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."

Furthermore, each insurance policy required by this Contract, excepting policies for Workers' Compensation, shall contain the following clause in a separate endorsement:

- a. "Cache County, Cache County Sheriff's Office, 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 the Contract with Cache County Sheriff's Office."

Insurance is to be placed with insurers acceptable to and approved by CCSO. Private Probation'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 CCSO. Failure to maintain or renew coverage or to provide evidence of renewal will be treated as a material breach of the Contract.

CCSO 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 CCSO before work begins under this Contract. CCSO reserves the right to require complete, certified copies of all required insurance policies at any time.

Any deductibles or self-insured retentions must be declared to and approved by CCSO. At the option of CCSO, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respect to CCSO and Cache County; or (2) Private Probation shall provide a financial guarantee satisfactory to CCSO guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

Private Probation shall include all of its contractors as insured under its policies or shall furnish separate certificates and endorsements for each contractor. All coverages for Private Probation's contractors shall be subject to all of the requirements stated herein. Nothing contained herein shall be construed as limiting in any way the extent to which Private Probation may be held responsible for payments of damages to persons or property resulting from the activities of Private Probation or its agents, employees, invitees, or contractors upon CCSO premises during the Contract.

Private Probation agrees to defend and indemnify CCSO from any claims that may result from Private Probation's failure to properly maintain and supervise probationers, to the extent that such failure is due to the sole negligence or willful acts of CCSO's employees or agents. CCSO agrees to defend and indemnify Private Probation from any claims that result from Private Probation's failure to properly maintain and supervise probations, to the extent that such claim results from the sole negligence or willful acts of Private Probation's employees or agents.

8. Nonwaiver

The failure of either party to enforce strict performance of any provision of this Contract shall not be construed as a waiver of its right to assert or rely upon such provision or any other provision of this Contract.

9. Governing Law and Lawfulness of Agreement

The Parties acknowledge that this Contract is subject to applicable federal, state, and local laws, rules, regulations, court orders, and governmental agency orders governing the provision of probation services.

This Contract shall be interpreted, construed, and enforced in all aspects in accordance with the laws of the State of Utah.

10. Dispute Resolution

The Parties shall attempt to settle all or any disputes arising out or touching upon or in relation to the terms and conditions of this Contract, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, amicably by mutual discussion. If mutual discussion fails, the Parties agree to thereafter attempt to settle such a dispute through good faith negotiation and mediation. Upon mediation failing, the Parties agree thereafter to file for binding and confidential arbitration in the State of Utah. Each party hereto hereby waives any right it may otherwise have to the resolution of such matter by any means other than binding arbitration pursuant to this Section.

Whenever a party shall decide to institute arbitration proceedings, it shall provide written notice to that effect to the other party. Any arbitration shall be conducted in the English language under the commercial arbitration rules of the American Arbitration Association.

11. Assignment

Neither Party shall assign its rights nor delegate its duties under this Contract without the prior written consent of the other Party.

12. Amendments and Modifications

Amendments and modifications to this Agreement must be in writing and signed by an authorized representative of each Party and attached hereto.

13. Severability

In the event that a court, governmental agency, or regulatory body with proper jurisdiction determines that this Contract or a provision of this Contract is unlawful, this Contract, or that provision of the Contract to the extent it is unlawful, shall terminate. If a provision of this Contract is terminated but the Parties can legally, commercially, and practicably continue without the terminated provision, the remainder of this Contract shall continue in effect.

14. Documents Incorporated By Reference or Attached

Any document referenced or attached is incorporated fully into this Contract. These include, but are not limited to, the following:

- a. RFP issued by CCSO dated _____;
- b. Private Probation’s response to the RFP dated _____;
- c. Utah State Procurement Code and Procurement Rules; and
- d. All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this Contract.

15. Entire Agreement

This contract, including all schedules, amendments, and exhibits constitutes the entire Contract and agreement between the Parties and supersedes all prior agreements and oral or written representations with respect to the subject matter hereto.

IN WITNESS WHEREOF, the Parties sign and cause this Contract to be executed.

CACHE COUNTY

PRIVATE PROBATION

 David Zook
 County Executive
 Cache County
 Date:

 Name:
 Title:
 Agency:
 Date: