



**REQUEST FOR PROPOSALS
FOR BAILIFF & COURT SECURITY SERVICES
FOR THE CITY OF HOLLADAY**

The City of Holladay (the “City”) is soliciting written Proposals (“Proposal”) from qualified Bidders (“Bidder”) to provide Bailiff and Court Security Service for the City of Holladay Justice Court (the “Court”). Services will begin July 1, 2017 and end June 30, 2018. Contingent upon funding, and at the option of the City, this service may be renewed for three (3) additional twelve (12) month terms. Responders will provide necessary staff, training, equipment (excluding the metal detection station that is presently provided by the City), materials, insurance and documentation to perform the required services specified in this request.

Proposal Requirements:

- Responses to the Request for Proposals must be received by Friday, May 26, 2017, by 3:00 p.m. at the Holladay City Justice Court located at 4580 S 2300 E, Holladay UT. Responses shall be submitted in a sealed envelope clearly marked on the outside with the proposing firm’s name and address and **“Proposal for Bailiff and Court Security services for the City of Holladay Justice Court”**.
- Responses received after the above date and time will not be considered and will be returned unopened to the company who prepared the Proposal.
- The Bidder submitting the Proposal must be a recognized Law Enforcement Agency for the State of Utah or a Contract Security Company licensed with the State of Utah.
- Responses must include one (1) original and three (3) copies of the complete Proposal.
- All Proposals shall become property of the City.
- All costs, including travel and expense incurred in the preparation of the Proposal, shall be borne solely by the Bidder.

Submission of Proposals does not obligate the City to award a contract. The City retains the right to reject any or all bidders, to waive any informality or technicality and/or resolicit Proposals, and to accept any Proposal(s) deemed to be in the best interest of the City and the Court. The act of submitting a Proposal is a declaration that the bidder has read the Proposal and understands all requirements and conditions contained therein.

I. INFORMATION AND BACKGROUND

A. Type of Court

The City of Holladay Justice is a Class I Court and provides court services for the City of Holladay and Cottonwood Heights City, through an Interlocal agreement. Approximately 6000 cases are filed with the Court per year.

B. Court Hours of Operation

Court hours of operation are Monday thru Friday from 8:00 a.m. to 5:00 p.m.

Court proceedings are held Monday - Thursday beginning at 8:30 a.m. Ending hours vary based on case load. Friday hours are from 8:30-11:30am. Proceedings include Arraignments, Pretrial Conferences, Hearings on Motions, Bench Trials, Orders to Show Cause, Reviews, Sentencing, and Jury Trials. Court proceedings may continue past 4:00 p.m. (or 11:30 a.m. on Fridays) depending on case load and/or due to scheduling of Jury Trial(s).

In the event the Court is closed for any reason, including but not limited to, holidays, trainings, scheduled time off, illness, etc., the City has no obligation to pay for any services. The Court will make every effort to notify the successful Bidder of such closings in advance.

C. Employees

The Court employs three (3) full-time and one (1) part-time Court Clerks and the Judge. The City of Holladay Justice Court, is located in Holladay City Hall, which houses approximately twenty (20) additional City employees.

II. SCOPE OF WORK

A. Bailiff and Court Security Services

To ensure the safety of Court employees, City employees and the public, the Bidder shall submit a Proposal to provide one (1) armed uniformed guard to perform the duties of Court Security and Bailiff.

1. Hours

The assigned Bailiff will be required to be present at the Court Monday – Thursday from 8:00 am – 4:00pm and Friday from 8:00am -11:30am or until court proceedings are completed. A normal day includes a lunch break from 12:00 p.m. or completion of morning court proceedings to 12:45 p.m. or when afternoon court proceedings begin. In some cases hours may extend though the lunch break. Time taken for lunch breaks is not considered time worked and should not be included on the weekly timesheet. If there are no proceedings scheduled on a given day services will not be necessary.

2. Bailiff Duties

The Bailiff assumes responsibility for maintaining order in the Court, monitoring prisoners appearing in Court, and assists in removing remanded prisoners from the Court. The duties of the Bailiff will include, but not be limited to:

- a. Ensures courtroom is prepared for proceedings. Inspects courtroom, Judges Chambers, and related offices/area for safety prior to court proceedings.
- b. Be present inside the courtroom during all court proceedings to ensure the security of the in-court clerk, Judge, public and defendants as necessary during open court.
- c. Announce Judge for court sessions and swears in witnesses.
- d. Instruct and ensure evacuation of those present in court during emergencies.
- e. Respond as necessary to remove persons who are in unauthorized areas, or are causing a disturbance to the public or employees of the Court and/or other City employees.
- f. Assist Sherriff's Office with loading/unloading and security of prisoners transported to and from Court.
- g. Assist and provide support to the Judge during court proceedings and Court Clerks' office as needed.
- h. Any and all duties of the Security Guard as outlined below when necessary.
- i. Fingerprint individuals using Live Scan.

3. Additional Security Duties

The Baliff is assigned to a fixed station and is directly responsible for crime detection, crime prevention and deterrence, and control of the entrance and exit of personnel and the general public from the court area. The duties include, but are not limited to:

- a. Screening the public (attorneys, defendants, etc.) at the courtroom entrance to ensure that they do not have weapons which could be used to harm any person in the court area.
- b. Prevention and detection of intrusion, unauthorized activity, violence, vandalism, theft, safety hazards, etc.
- c. Detection of contraband and prevention of entry of contraband into the court area.

- d. Protection of individuals from bodily harm and protection of city equipment and other valuable items or documents.
- e. Regulation of direction and flow or movement of the public and others.

4. Optional Service

The City may request that Baliff assist the Sheriff's Department to monitor defendants with active warrants or those individuals being taken into custody. Assist in confirming and coordinating arrests of defendants with warrants.

III. EVALUATION AND SELECTION CRITERIA

Proposals will be reviewed and a Bidder will be selected on the basis of several factors, including, but not limited to, experience, qualifications, approach, and cost. While the Proposal price is very important, other factors will be taken into consideration and the lowest bid may not be automatically selected for the contract(s). The following criteria will be considered, although not exclusively, in determining which Bidder is retained:

- Approach to services listed above
- Ability to meet requirements as outlined
- Experience & Qualifications
- Cost

A selection board will be convened to evaluate the Proposals. The City, at its sole discretion, may request interviews with, or presentation from, any or all Bidders.

IV. FORMAT OF PROPOSAL

The format of the submitted Proposal must be as outlined below.

A. Introduction

Provide a brief introduction to the legal organization, including name and address, qualifications and background of your firm.

B. Relevant Experience

Provide a description for each service included in your Proposal and the experience you have providing that or similar services to other cities and/or courts. If you haven't worked with a city or court in the past please outline how the experience you do have is comparable. Please outline your experience for each proposed service separately.

C. Proposed Approach

Describe how your business or entity has historically performed each service requested along with a specific amount to be charged for each service. Please separately indicate cost association with Optional Service.

D. References

Provide the name, telephone number and/or email for three (3) other cities or courts as references.

E. General Information

Provide name, resume and current certification of all personnel that will be assigned to provide services to the Court. All personal shall be POST certified as required under statute (53-13-105 UCA).

Descriptions of uniforms and equipment issued to assigned personnel are to be included in the proposal.

Provide verification of required insurance coverage.

V. PAYMENT

Invoices shall be submitted monthly to the Court Supervisor. Invoices shall include, but are not limited to, an invoice number, date service was provided, name of personnel providing the service, type of service performed, number of hours worked each day, the specific rate, a total extended dollar amount. A copy of each weekly timesheet kept by personnel shall be submitted with the monthly invoice.

Invoices will be submitted to the City monthly. Payment will be remitted thirty (30) days after receipt of the invoice as specified by the contract that will be entered into by the Bidder and City of Holladay. All invoices shall be sent to Holladay City, 4580 S 2300 E, Holladay UT 84117.

VI. INSURANCE COVERAGE

A. Required Coverages.

1. Workers' Compensation: In compliance with the workers' compensation laws of the State of Utah, and Employer's Liability limits of Two Million Dollars (\$2,000,000) per injury.
2. Commercial General Liability: A minimum of Two Million Dollars (\$2,000,000) per-occurrence limit commercial general liability insurance for bodily injury, personal injury, and property damage, and not less than Three Million Dollars (\$3,000,000) in the aggregate. The general aggregate limit shall apply separately to the activities to be performed

pursuant to this Agreement, or the general aggregate limit shall be two (2) times the required per-occurrence limit.

3. **Automobile Liability:** A minimum limit of liability per occurrence of Two Million Dollars (\$2,000,000) for bodily injury, personal injury, and property damage. At minimum, the following coverages shall be included:
 - i. Owned automobiles;
 - ii. Hired automobiles; and
 - iii. Non-owned automobiles.

4. **Other Insurance Provisions.** The policies shall contain, or shall be endorsed to contain, the following provisions:
 - a. **Commercial General Liability and Automobile Liability Coverages:**
 - i. All policies shall include the City and its employees, officers, officials, agents, volunteers, and assigns as insured, but only with respect to operations of the responder selected to contract with the City. Any reference to the City in any agreement with the responder, shall include the City and its respective employees, officers, officials, agents, volunteers, and assigns.
 - ii. Any failure to comply with reporting provisions of the insurance policies shall not affect coverage provided to the City, its employees, officers, officials, agents, volunteers, and assigns.

 - b. Coverage shall state that the Bidder's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

 - c. Underwriters shall have no right of recovery or subrogation against the City, it being the intent of the parties that the insurance policy so affected shall protect both parties and be primary coverage for any and all losses covered by the described insurance with respect to the acts of the Bidder under any contract with the City.

 - d. The insurance companies issuing the policy or policies shall have no recourse against the City for payment of any premiums due or for any assessments under any form of any policy.

5. **Acceptability of Insurers.** Insurance is to be of no less than an A- Carrier, with a rating of VII or higher.

6. **Continuity of Coverage.** Each required insurance policy shall be endorsed to state that the coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits, except after thirty (30) days' prior written notice to the City by certified mail.

VII. TERMS OF CONTRACT

The City will require that the selected Bidder will enter into a written agreement with the City for services provided. All provisions of the agreement(s) will be in compliance with State and Federal laws.

The terms of the agreement(s) between the selected Bidder and the City shall include, but is not limited to, the following provisions:

1. The successful Bidder shall provide all support services including but not limited to, staff, administrative costs, vehicles and the costs associated therewith for maintenance and upkeep and all equipment, materials necessary for the performance of services, including uniforms, badges, side arms, communication equipment, disabling spray, and hand cuffs, etc.
2. The successful Bidder shall provide all necessary training required to execute duties describing herein and is responsible for annual recertification's as required.
3. Adequate and satisfactory insurance is required, including general liability, automobile, workers' compensation, and performance bonds and payment bonds. The successful bidder for these services shall perform the services contracted as an independent contractor and not as an employee of the City or the Justice Court.
4. The required service(s) under the awarded contract shall be specific and shall not be subcontracted to any other person or entity and no rights entered into by Agreement with the Court shall be assigned nor any duty delegated by the bidder to another party.

VIII. CONFLICT OF INTEREST

In the sole judgment of the City, any and all Proposals are subject to disqualification on the basis of a conflict of interest. The City may not contract with a Bidder if the Bidder or an employee, officer or director of the Bidder's firm, or any immediate family member of the preceding, has served as an elected official, employee, board or commission member of the City of Holladay or the Justice Court who influences the making of the contract.

Please identify any person associated with the Bidder that has a potential conflict of interest.

IX. ADDITIONAL INFORMATION

The City retains the right to request any additional information pertaining to the Bidder's abilities, qualifications, and procedures used to accomplish all work under the contract as it deems necessary to ensure safe and satisfactory work.

X. PROPOSAL SCHEDULE (DATES ARE SUBJECT TO CHANGE)

Issue Proposal	05/05/2017
RFP Questions Due	05/12/2017
Deadline for Proposals	05/26/2017
Selection of Service Provider	06/05/2017
Award of Contract(s)	06/16/2017
Start of Contract	07/03/2017

XI. GENERAL INFORMATION

Response to this Request for Proposal is at the Bidder's sole risk and expense. The City anticipates selecting from the submitted Proposals, but there is no guarantee that any responding Bidders will be selected.

Bidders shall notify the City in writing of all conflicts, errors or discrepancies found in this Proposal prior to the submission of their Proposal.

It is the City's policy to encourage equal opportunity in the award of contracts. The City endeavors to do business with responders that share the City's commitment to equal opportunity, and will not do business with anyone who discriminates on the basis of race, religion, color, ancestry, age, gender, sexual orientation, disability, medical condition, or place of birth.

Bidders should limit their contact and questions regarding this Request for Proposals. Any request for clarification of this RFP shall be made in writing no later than 5:00 p.m. on **Friday, May 12, 2017**, and delivered to:

KayLynn Olsen
 Court Supervisor
 City of Holladay
 801-273-9731
kolsen@cityofholladay.com

Responses to received questions shall be distributed as an addendum to this RFP and shall be distributed via email.

The City appreciates in advance the efforts that Bidders will make and looks forward to participating with Bidders in the selection process.