



**OGDEN CITY COUNCIL
REQUEST FOR PROPOSAL
for a
Management Study
of the
Ogden City Prosecutor's Office**



Prepared by Ogden City Council Office

April 7, 2023

OGDEN CITY COUNCIL REQUEST FOR PROPOSAL
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Ogden City Corporation is requesting sealed proposals from qualified offerors to conduct a management study of the Prosecutor's Office.

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.

Responses to this RFP shall be submitted to the office of the City Purchasing Agent, 2549 Washington Boulevard, Suite 510, Ogden, Utah, **no later than 11 AM, May 12, 2023. 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: April 8 & 15, 2023

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I. INTRODUCTION

The Ogden City Council is soliciting proposals from qualified consulting firms to conduct a general management and operations study of the Ogden City Prosecutor's Office. This Request for Proposal provides background information about Ogden City, the City Prosecutor's Office, the scope of work, proposal requirements, selection criteria, and other related information.

II. OGDEN CITY – BACKGROUND

Ogden City was incorporated in 1851. With a population of approximately 87,000 contained in an area of 27 square miles, it is the largest municipality in Weber County and serves as the county seat. Ogden City has stable, older neighborhoods undergoing revitalization, newer neighborhoods experiencing some growth, and a central business district also undergoing revitalization. Many of the county's recreational, leisure and cultural opportunities are located in Ogden. It is home to Weber State University, a public institution with a total enrollment of approximately 25,000.

Ogden City operates under a Council-Mayor form of government. The seven (7) member Council sets city policy and authorizes all budgetary actions. Council members are elected on a non-partisan basis with four members elected by voters in their respective municipal districts and three elected at-large. The mayor is responsible for all administrative operations of the City and, with the assistance of the Chief Administrative Office (CAO), manages six (6) departments: Legal, Public Services, Community and Economic Development, Management Services, Police, and Fire.

III. OGDEN CITY PROSECUTOR'S OFFICE

The Ogden city attorney has overall responsibility for management of the city attorney's office. Full-time staffing for the city attorney's office is as follows:

- City Attorney
- Deputy City Attorney
- Assistant City Attorney (2)
- City Prosecutor
- Assistant City Prosecutor (3) (1 Grant Funded, Domestic Violence cases only)
- Legal Assistant, Lead
- Legal Assistant (3)
- Victim Services Program Coordinator (Grant Funded)

The prosecutor's office also has additional part-time staff. The city prosecutor manages the day-to-day activities of the prosecutor's office, but also carries a full caseload.

The city prosecutors represent the city in criminal cases, primarily Class B and C misdemeanors and infractions. Some of the most common offenses that the city prosecutors handle include:

- Traffic violations
 - Reckless Driving
 - Speeding (depending on severity)
 - Failure to Stop (red light, stop sign)
 - Improper Lookout
 - Negligent Collision
 - Driving Under the Influence
- Minor Property Crimes
 - Trespassing
 - Criminal mischief
 - Vandalism
 - Shoplifting
- Crimes Against Individuals
 - Domestic Violence
 - Assault/Battery
- Public Order
 - Disorderly conduct or public intoxication
 - Indecent exposure
 - Public urination

Prosecutors handle their assigned cases from start to finish, including case review, pre-trial negotiations, and court appearances, including bench and jury trials. Cases may

be appealed de novo to the Utah State District Court. It is the policy of the office that cases appealed to District Court are tried, not negotiated.

IV. SCOPE OF WORK

The Ogden City Council is seeking a consultant to conduct a management study of the City Prosecutor's Office. The primary goal is to determine whether existing staffing levels and other resources are sufficient to manage caseloads, adequately respond to the needs of victims, and ensure that adequate case follow-up occurs while still maintaining a healthy work environment for all employees. If, after review, the consultant determines that additional personnel or resources are needed, the Council requests recommendations for appropriate staffing levels for both attorney and non-attorney positions, technology improvements, and other pertinent recommendations to enable efficient and effective operations.

The consultant may consider reviewing the following:

Staffing Levels:

- Per capita staffing
- Workload assignments process
- Number of cases per prosecutor per year
- Types of cases per prosecutor per year
- Performance measurements and method of evaluation
- Average time spent on each type of case
 - Time dedicated to case review and preparation
 - Numbers and types of pre-trial case resolutions
 - Time required for in-court activities
- Time spent on non-case related responsibilities such as drafting or reviewing legislation, training for police or staff
- Number and experience levels of support staff
- Ratio of attorney to non-attorney staff

Office Management

- Record keeping
- Policies regarding assignment of cases, charging and declining to prosecute, plea negotiations, diversions, dismissal, diversion, trial vs. settlement, etc.
- Policies for efficient case management
- Appropriate use of technology

Interactions with Public

- Sufficiency of interaction and follow-up with victims and witnesses
- Method and efficacy of addressing language barriers

Interactions with outside agencies

- Police Department
 - Impacts of police staffing and enforcement levels on prosecutor workload
 - Numbers of prosecutors per police officer
 - Number of citations and referrals – felonies and Class A misdemeanors vs. Class B and C misdemeanors and infractions
 - Quality of information submitted to the office (e.g., number of submitted reports with sufficient information to prosecute the case)
- Judges and Court Personnel
 - Justice Court judges and staff
 - District Court judges and staff
- Support Services
 - Weber Human Services (e.g., drug testing, anger management, etc.)
 - Utah State Hospital (e.g., defendant competency, other mental health issues)

The consultant may also consider obtaining comparison data from other Utah cities.

The Council office recommends the following cities for consideration:

- Salt Lake
- West Valley
- Sandy
- West Jordan
- South Jordan
- St. George
- Provo

Specifically excluded from this scope of work is a review of the compensation and benefits for employees in the prosecutor’s office.

V. DELIVERABLES

- A. Consultant will document all study findings, conclusions, and recommendations in a formal study report. The consultant will identify opportunities for improvement in all areas identified in the Scope of Services and develop specific recommendations for implementation of those improvements.
- B. Recommendations should be given a time frame for completion (e.g., immediate implementation, next fiscal year, within three years, etc.) to provide direction for the

Department in incorporating the changes. Budgetary constraints on implementation should be taken into consideration.

- C. Consultant will provide information describing the purpose of the study, methodology, time frame, and introduce the consultant staff to Public Services employees and other City employees in an orientation meeting. Meeting(s) may be conducted in person or through a web-based access format.
- D. Consultant may, if deemed appropriate, conduct anonymous surveys of Public Services employees regarding their perception of the Department's mission, goals and objectives, workload, information, supervision, training, policies and procedures, promotion, resources, etc. The results of the anonymous surveys will be included and outlined in the final report.
- E. Consultant will provide monthly status reports to the Project Coordinator including a summary of all costs incurred and work performed by project team members during the period.
- F. Consultant will make oral presentations of the results of the study to the City Council at a regularly scheduled Council Work Session. This presentation will assist the Council in understanding the implications of the report and the consultant's recommendations. This presentation will be made in the City Council Work Room at the City offices. A zoom option may be available.
- G. At the request of the city attorney, consultant may make an oral presentation of the results of the study to City Attorney Office employees so that they may hear the recommendations directly from the consultant.
- H. Consultant will provide eight (8) copies of the final report and any attachments to the Purchasing. Consultant will also provide a copy of the final report in an electronic (PDF) format.

VI. PROPOSED 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 a RFP amendment. Amendments will be published on the City's Purchasing webpage at – <https://www.ogdencity.com/264/Purchasing>

For any questions, please contact the Purchasing Office at 801-629-8742 or purchasing@ogdencity.com

EVENT	TARGET DATE
1 st Ad – Standard Examiner	April 8, 2023
2 nd Ad - Standard Examiner	April 15, 2023
Last day for Q&A	May 2, 2023; No later than 3 PM MDT
RFP Response Deadline	May 12, 2023; No later than 11 AM MDT
Committee Review and Selection process	May 15 – June 2, 2023
Contract Start Date	To Be Determined

Services required should be commenced by August 15, 2023, and be completed no later than October 31, 2023, unless another date is negotiated by the successful consultant prior to award of the contract.

VII. PROPOSAL – RFP RESPONSE

To assist the selection committee, proposals from consultants should be submitted in the sequence shown below.

- A. A statement indicating whether your organization is national, regional, or local.
- B. A description of your organization's professional qualifications.
- C. A statement indicating the number of employees, by level, that will contribute to completion of the study.
- D. A separate listing of current and prior clients, indicating the following:
 - 1. Type(s) of services performed.
 - 2. Names, addresses and telephone numbers of persons who may be contacted by the selection committee as references. Governmental clients are preferred.
 - 3. Provide a brief resume for each study team member, and indicate the experience for each team member who would be assigned to the Ogden City study, including:
 - a. Name of individual
 - b. Education/Professional credentials
 - c. Experience in municipal management studies
 - d. Experience in government administration
 - e. Hourly rates to be charged for each team member
 - f. Amount of time each member dedicated to each study

- g. Position or responsibility on each study
- h. Percentage of time senior or executive personnel will be on-site
- E. A tentative schedule for completing the study within time frames specified herein.
- F. A quoted price for each area and a "Not to exceed" total cost for the study.
- G. Any additional information, which in the opinion of the consultant, would be relevant to the City's evaluation process.
- H. A written work plan outlining in detail how the consultant proposes to perform the services required.
- I. A list of specific exceptions to any items, conditions and/or requirements contained in the RFP.
- J. The signature of an authorized representative must appear on a transmittal letter of the consultant's proposal. The transmittal letter should include a statement indicating the consultant's willingness to comply with all the terms and conditions set forth in this Request for Proposal unless specific written exceptions are noted.
- K. A list of any proposed exceptions to the terms and conditions of the attached agreement.
- L. Information pertaining to any area of Public Services administration and operations which are customarily reviewed during such a study which have not been mentioned in the "Scope of Services" section of the RFP.

VIII. EVALUATION CRITERIA

- A. Following the receipt of proposals, the city-appointed selection committee will select finalists for further evaluation. The finalists will be selected based upon consideration of the following criteria:
 - 1. Availability of national, local, and regional resources.
 - 2. Number and depth of office staff to be used in carrying out the study.
 - 3. Level of expertise and experience of personnel in performing this type of study.
 - 4. Quality of the work plan used by the study team.
 - 5. Experience, education, and training of personnel as it relates to Public Services management and operations studies, particularly local government experience.
 - 6. Proposed schedule for completion of the required study functions within the specified deadlines.
 - 7. Hourly rates and a not-to-exceed price for completion of the work outlined in the Scope of Services in similar format as follows:
- B. A selection committee consisting of the council executive director, a council policy analyst, city attorney and/or city prosecutor, and one, two, or three Council

members, will evaluate all proposals received. Following evaluation by the committee, a subset of finalists will be selected for further consideration.

At the City 's discretion, the Committee will conduct oral interviews with each finalist. The individual designated as the project manager should attend the interview. Other team members may attend at the discretion of the proposing consultant. Interviews will be conducted via Zoom unless otherwise agreed by all parties.

Proposing consultants should be prepared to discuss all aspects of their proposal. In addition to the criteria for the proposals, finalists will be evaluated based on the following criteria:

1. Professional qualifications and ability to present required information.
 2. Previous experience.
 3. Comments from references.
 4. Ability to communicate effectively with the City Council, Department employees, and the public.
 5. Willingness and ability to perform in an informal advisory capacity to the City Council.
 6. Willingness and ability of the consultant to cooperate and work with the City Council staff in performance of the required study functions.
- C. The selected consultant will be required to meet with the City Council (via Zoom or in person) at one of their regularly scheduled work sessions to present their proposal prior to completing a contract. The City Council must approve the contract prior to commencement. Any costs associated with travel to this interview are the responsibility of the consultant.

IX. NOTICE OF SELECTION

The City Council hopes to select the consultant to perform the prosecutors office management study by (Date to be determined). The selected consultant will be notified as soon as possible. If a written agreement cannot be negotiated with the selected consultant within a reasonable period after selection, the City reserves the right to terminate negotiations and select a consultant from among the other finalists.

X. SUBMISSION OF PROPOSALS

No later than 11 AM on May 12, 2023, proposers shall submit eight (8) copies of the proposal in a sealed envelope. On the envelope, indicate your company's name and the RFP name.

Submit To:

Ogden City Corporation
c/o 1st Floor Information Desk
ATTN: Purchasing Office

"Management Study of Ogden City's Prosecutors Office"

2549 Washington Blvd.
Ogden, UT 84401

If the proposal is submitted by mail or other delivery service, it must be addressed to the Purchasing Office, 2549 Washington Blvd, Suite 510, Ogden, UT 84401. Proposal must be received prior to the submission deadline.

The Proposal may also be hand-carried to the 1st Floor Information Desk (west entrance of the building) at the same address.

LATE PROPOSALS WILL NOT BE ACCEPTED.

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.

XI. PROPOSAL COORDINATOR – CITY CONTACT

For any questions related to this RFP, please contact the Ogden City Purchasing Office via email purchasing@ogdencity.com or by phone at (801) 629-8742.

The question-and-answer period ends at 3 PM on May 2, 2023.

XII. PROJECT MANAGER – CITY COUNCIL STAFF CONTACT

Warren Hallmark, Policy Analyst, will serve as the project manager and the contact for this project. Mr. Hallmark can be reached at the Office of the Ogden City Council, 2549 Washington Boulevard, Suite 320, Ogden, Utah 84401; (801) 629-8629 or via e-mail at warrenhallmark@ogdencity.com.

XIII. GENERAL TERMS AND CONDITIONS

- A. Ogden City reserves the right to request clarification of information submitted, and to request additional information from any proposer.
- B. 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.
- C. 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.
- D. 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.
- E. 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.
- F. 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.
- G. 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.
- H. The selected company shall enter into a written agreement with Ogden City.
- I. Ogden City reserves the right to cancel this Request for Proposal.
- J. Ogden City reserves the right to reject any or all proposals received. Furthermore,
- K. 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.

- L. 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:
<https://www.ogdencity.com/DocumentCenter/View/7004/Business-Confidentiality-Claim-form>

XIV. 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 \$4,000,000 general aggregate** 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.
- ii) **Business Automobile Liability: \$1,000,000 combined single limit per occurrence** for bodily injury and property damage for owned, non-owned and hired autos.
- iii) **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.**
- iv) **[REQUIRED] 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 (COI) 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.**
- 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.
Ogden, UT 84401

XV. GOVERNING INSTRUCTIONS

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