

**SANDY CITY
10000 CENTENNIAL PARKWAY
SANDY, UTAH 84070
DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF PURCHASING
JANUARY 2018**

REQUEST FOR PROPOSAL:

All sealed proposals will be opened privately by the City Purchasing Agent and the City Council Executive Director. Proposals will be evaluated to determine that the functional requirements of the City are met. An award will be made after the appropriate approvals have been received.

THIS IS NOT AN ORDER

PROJECT: "WATER EVENT INVESTIGATIVE SERVICES FOR THE SANDY CITY COUNCIL"

REQUIREMENTS:

Proposals must be returned no later than **10:30 a.m. Wednesday, March 27, 2019** to the Purchasing Department at the City Hall, 10000 Centennial Parkway, Room 330, Sandy Utah. Proposals should reflect the best and most competitive offers. However, Sandy City reserves the right to negotiate best offers prior to final award.

Proposals received after the deadline shall not be considered and will be returned unopened, to the offerer.

Proposals should be submitted in a sealed envelope which is clearly marked "WATER EVENT INVESTIGATIVE SERVICES FOR THE SANDY CITY COUNCIL", along with the name and address of the submitter.

Insurance will be required in accordance with "Exhibit A" attached.

See attached specifications.

Submit **TWO (2)** copies of your proposal and any other related material.

For further bid information contact Erica Langenfass, Purchasing Department (801) 352-4477. Any questions in regards to the services requested contact, Mike Applegarth, City Council Executive Director, (801) 568-7107.

The right is reserved to reject all proposals, to waive any informality or technicality or to accept proposals deemed in the best interest of Sandy City Corporation. **ALL PROPOSALS THAT MEET IN PART, EXCEED OR ARE COMPARABLE TO MINIMUM SPECIFICATIONS WILL BE ACCEPTED.**

**SANDY CITY CORPORATION
ERICA LANGENFASS
PURCHASING AGENT**

SANDY CITY
WATER EVENT INVESTIGATIVE SERVICES

I. INTENT OF SPECIFICATIONS

It is the intent of these specifications to be descriptive and non-restrictive. These specifications set forth the minimum acceptable requirements for investigative services for the Sandy City Council.

II. SUBMISSION OF PROPOSALS

Proposals shall be submitted in sealed envelopes with the project title, and vendors name and address marked clearly on the face of the envelope. In order to be considered for award, the respondent must complete all questions and submit their response, signed by an officer of the company, on or before the specified date and time for the proposal submittal.

III. PROPOSAL SHEET

All prices and notations shall be typewritten. No erasures will be permitted.

IV. SIGNATURE ON PROPOSAL SHEET

Your proposal must be signed by an authorized representative of the company named thereon. The signature on this proposal shall be interpreted to signify the vendor's intent to comply with all the terms, conditions and specifications set forth in this solicitation, unless specific exceptions are noted on the face of the proposal.

V. PROPOSAL EVALUATION CRITERIA

The City shall be the sole judge as to which proposal constitutes the "lowest and/or most responsible offer". Price is only one consideration. Qualifications, experience, and references will be considered in the awarding of the contract.

VI. INSURANCE REQUIREMENTS

Insurance will be required in accordance with Exhibit "A" attached to this request for proposal. Bidders should examine these insurance requirements and be prepared to present proof of insurance certificates upon acceptance of proposals. Failure to meet the insurance requirements may result in cancellation of the proposal acceptance.

**SANDY CITY
SPECIFICATIONS FOR WATER EVENT INVESTIGATIVE SERVICES**

Sandy City is soliciting competitive sealed proposals from qualified vendors for investigative and audit services to be performed for the Sandy City Council for over an unspecified period commencing upon the date of execution of the council legal services agreement. The investigation and audit will encompass the Sandy City response to a water event that resulted in increased levels of fluoride in a portion of the Sandy City water system. Responses must contain, in writing, all the terms and conditions of the proposal being made. Respondent agrees to provide all necessary manpower, equipment, materials, and documentation to perform the required services specified in this request:

- A) Provide a detailed audit of Sandy City's communication efforts surrounding the water event to include a SWOT (strengths, weaknesses, opportunities, threats) analysis. The audit should look both at internal communication (department to department) and external communication (City to public).
- B) Provide a detailed audit of the emergency management response to the water event by the City to include a SWOT analysis. This audit should pay special attention to current City emergency management protocols and practices and whether or not they were followed during the response to the water event.
- C) Provide an investigation into the cause of the water event and any responsible parties.
- D) Provide an investigation and research into the potential for any short and longterm health impacts of the water event for people, pets, and livestock.
- E) Provide an investigation and research into the potential for any longterm property damage caused as a result of the water event.
- F) Following all audits, investigations, and research provide the City Council with findings and recommendations, identifying any gaps in the overall response to the water event.

POWERS TO BE GRANTED TO VENDOR AS A INVESTIGATIVE COMMITTEE

- A) Any powers of inquiry considered necessary by the City Council.

ADDITIONAL INFORMATION, REQUIREMENTS, AND QUALIFICATIONS

- A) Your proposal must include a description of qualifications and background for you and for all employees that will work for you providing services to Sandy City. (This information will be kept confidential.) This description must include:
 - 1. Name, address, phone number and date of birth of all employee(s) who will work under the contract.
 - 2. Identification of the individual who will serve as the lead.
 - 3. Previous background and experience of each employee.
 - 4. Description of previous experience in offering the required services specified in this request.
 - 5. List of all local governments currently served by the firm.
 - 6. Contact information of three client references.

- B) Areas of Performance and Effectiveness: The Sandy City Council recognizes that a successful vendor will demonstrate these qualities:
 - 1. Competence – doing things right (professional knowledge, investigative, research and analytical capabilities).
 - 2. Ethical leadership – doing the right things (principle-centered).
 - 3. Adhering to legal policies and procedures (promoting the public interest).
 - 4. Professional conduct (emotional and mental fortitude).
 - 5. Collaborative mindset (non-adversarial).

- C) Proposal must include the physical address of current office location(s), and other pertinent contact information.
- D) Description of the vendors view of their responsibilities to the City Council in the provision of investigative services
- E) Copy of malpractice/liability insurance certificate as described in the attached "Exhibit A".
- F) Conflict of Interest: Indicate whether the designated vendor currently represent, or have represented in the past ten years:
 - 1. Any client whose representation may conflict with the ability of the firm to to provide investigative services the City Council.
 - 2. Any person(s) currently employed with and/or serving as an elected official of Sandy City.
- G) Fees:
 - 1. Vendors desiring to be considered for City Council investigative services shall indicate the hourly rate for services provided.
 - 2. Vendors shall indicate all other costs and reimbursables including meeting attendance, travel (per mile), telephone, printing costs, etc.
- H) The selected firm will execute an agreement (which will drafted by the City) for council investigative services and said agreement can be terminated upon thirty (30) days written notice by either party.
- I) Provide organizational information as detailed below:
 - 1. Identify the individual(s) with whom the city is contracting if an award is made.
 - 2. Provide a copy of the most current business entity information identifying the names, business addresses and contact information regarding officers and directors of your business entity. If some of the information differs from that which is on file with the Utah Department of Commerce, please explain the differences.
 - 3. Please provide an organizational chart which identifies the lines of responsibility between the contracting vendor and all employees and any other personnel that would be assigned to provide services to the Sandy City Council under a council legal services agreement.

“EXHIBIT A”

INSURANCE AND INDEMNIFICATION REQUIREMENTS FOR
PARTIES CONTRACTING WITH SANDY CITY FOR:
**WATER EVENT INVESTIGATIVE SERVICES FOR THE SANDY CITY COUNCIL
(2019)**

Contracting party shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the contracting party, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contracting party's proposal.

A. MINIMUM LIMITS OF INSURANCE

Contracting party shall maintain limits no less than:

1. **PROFESSIONAL LIABILITY AND ERRORS AND OMISSIONS COVERAGE:** \$2,000,000 per occurrence for premises/operations, products, public display, bodily injury, personal injury and property damages. Limits apply to this service product individually.

B. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retention, exceeding 5% limit of policy, must be declared to and approved by Sandy City. At the option of Sandy City, either; the insurer may be required to reduce or eliminate such deductibles or self-insured retention as respects Sandy City, its officers, officials and employees; or the contracting party may be required to procure a bond guaranteeing payment of losses and related investigations, claim distribution and defense expenses.

C. NOTICE OF INCIDENT OR ACCIDENT

Contracting party shall agree to disclose to Sandy City, all incidents or occurrences of accident, injury, and/or property damage covered by the insurance policy or policies.

D. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages
 - A. Sandy City, its officers, officials, employees and volunteers are to be covered as an additional insured as respects: liability arising out of activities performed by or on behalf of the contracting party; products and completed operations of the contracting party; premises owned, leased, hired or borrowed by the contracting party. The coverage shall contain no special limitations on the scope of protection afforded to Sandy City, its officers, officials, employees or volunteers.
 - B. The contracting party's insurance coverage shall be a primary insurance as respects to Sandy City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by Sandy City, its officers, officials, employees or volunteers shall be in excess of the contracting party's insurance and shall not contribute with it.
 - C. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to Sandy City, its officers, officials, employees or volunteers.
 - D. The contracting party's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respects to the limits of the insurer's liability.

I. Workers' Compensation and Employers Liability Coverage
The insurer shall agree to waive all rights of subrogation against Sandy City, its officers, officials, employees and volunteers for losses arising from work performed by the contracting party for Sandy City.

III. All Coverage

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice has been given to Sandy City, except for nonpayment of premium, in which case the insurer will provide 10 days notice.

E. ACCEPTABILITY OF INSURERS

Insurance and bonds are to be placed with insurers admitted in the State of Utah with a Bests' rating of no less than A-, IX, and in the limits as listed in this document, unless approved by the Director of Risk Management .

F. VERIFICATION OF COVERAGE

Contracting party shall furnish Sandy City with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be furnished to and accepted by Sandy City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, with all endorsements, at any time.

G. SUBCONTRACTORS

Contracting party shall include all subcontractors as an insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

H. INDEMNIFICATION / LIABILITY

Contracting party shall indemnify and hold harmless the Customer, its officers, agents, employees and volunteers from all damages, costs or expenses in law or equity, including attorneys fee, that may at any time arise or be set up because of damages to property, bodily injury or personal injury received by reason of or in the course of providing services to the City but only to the extent caused by any willful, negligent or wrongful act or omission of the contracting party, any of their employees or any subcontractors.

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