

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

October Session of the October Adjourned

Term. 20 18

County of Boone

} ea.

In the County Commission of said county, on the

30th

day of

October

20 18

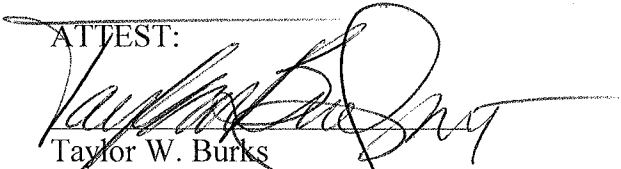
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby table a petition submitted by J. Patrick and Barbara L. Fitzgerald for permission to vacate and re-plat Lots 3 and 4 of Berlin Valley Plat 2 as recorded in Plat Book 25 Page 25 of Boone County Records and located at 1140 W Obermiller Road Columbia, Missouri.

Said request will be tabled until November 27, when the Commission will hold their next night meeting.

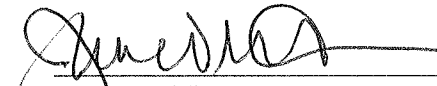
Done this 30th day of October, 2018.

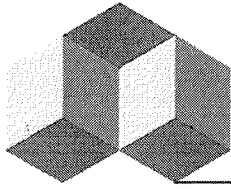
ATTEST:

  
Taylor W. Burks  
Clerk of the County Commission

  
Daniel K. Atwill  
Presiding Commissioner

Absent  
Fred J. Parry  
District I Commissioner

  
Janet M. Thompson  
District II Commissioner



**A CIVIL GROUP**

**CIVIL ENGINEERING - PLANNING - SURVEYING**

October 30, 2018

Stan Shawver, Director  
Resource Management

Via Email

Re: Fitzgerald Vacation Request.

Stan,

On Behalf of my Client, Pat and Barbara Fitzgerald I would like to request to table their Vacation request before the County Commission tonight to the meeting next month.

Some information concerning fire flows in the area was brought to light during a concept review yesterday and we need time to find out more from the Consolidated Public Water Supply District and Gale Blomenkamp at the Fire District.

I will attend the meeting tonight to ask for the tabling in person, but wanted to give you advanced notice.

If you have any questions please contact me at the number below,

Sincerely,

A Civil Group, LLC

Jay Gebhardt, PE, PLS

3401 BROADWAY BUSINESS PARK CT., SUITE 105  
COLUMBIA, MISSOURI  
PHONE: 573-817-5750 FAX: 573-817-1677 EMAIL:  
OFFICE@ACIVILGROUP.COM

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.


October Session of the October Adjourned

Term. 20 18

In the County Commission of said county, on the 30th day of October 20 18  
the following, among other proceedings, were had, viz:

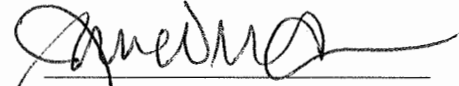
Now on this day the County Commission of the County of Boone does hereby approve the request by AEM Diversified Investments LLC to approve a Final Development Plan for ENDOVAC ANIMAL HEALTH on 20.0 acres, more or less, located at 6080 E Bass Lane Columbia, Missouri.

Done this 30th day of October, 2018.

ATTEST:  
  
Taylor W. Burks  
Clerk of the County Commission

  
Daniel K. Atwill  
Presiding Commissioner

Absent  
Fred J. Parry  
District I Commissioner

  
Janet M. Thompson  
District II Commissioner

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

October Session of the October Adjourned

Term. 20 18

In the County Commission of said county, on the 30th day of October 20 18  
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby receive and accept the following subdivision plat and authorizes the Presiding Commissioner to sign it:

- Bears Den. S35-T50N-R12W. A-2. Mary B. Bruner, owner. Mark W. Robertson, surveyor

Done this 30th day of October, 2018.

Daniel K. Atwill  
Presiding Commissioner

Absent

Fred J. Parry  
District I Commissioner

Janet M. Thompson  
District II Commissioner

ATTEST:

Taylor W. Burks  
Clerk of the County Commission

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

October Session of the October Adjourned

Term. 20 18

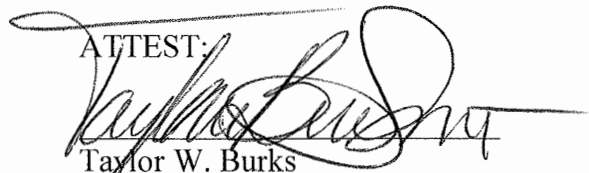
In the County Commission of said county, on the 30th day of October 20 18

the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby award bid 13-31AUG18 – Extradition Services for the Boone County Sheriff’s Department to U.S. Corrections, LLC of Nashville, Tennessee.

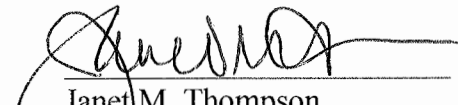
Terms of the award are stipulated in the attached Purchase Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Purchase Agreement.

Done this 30th day of October, 2018.

ATTEST:  
  
Taylor W. Burks  
Clerk of the County Commission

  
Daniel K. Atwill  
Presiding Commissioner

Absent  
Fred J. Parry  
District I Commissioner

  
Janet M. Thompson  
District II Commissioner

# Boone County Purchasing

Liz Palazzolo  
Senior Buyer



613 E. Ash, Room 109  
Columbia, MO 65201  
Phone: (573) 886-4392  
Fax: (573) 886-4390

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## MEMORANDUM

TO: Boone County Commission  
FROM: Liz Palazzolo, CPPO, C.P.M.  
DATE: October 11, 2018  
RE: 13-31AUG18 – Extradition Services

Request for Proposal 13-31AUG18 solicited proposals for Extradition Services for the Boone County Sheriff's Department. Only one proposal was received. The proposal from U.S. Corrections, LLC of Nashville, Tennessee has been reviewed by an Evaluation Committee which has found the proposal acceptable.

The proposal has been recommended for award as the lowest and best proposal. It is noted for the Commission and the record that the RFP was advertised, posted and available for download from the Internet in an effort to obtain competitive proposals. Only the one proposal was received; a rebid would not likely result in obtaining more offers.

The initial contract period will run from January 1, 2019 through December 31, 2019. There are four (4) one-year renewal options available.

Payment will be paid from the following Department/Account:

- Department: 1255, Corrections/Account: 85600, Extradition Expense - \$23,000.00

Attachments: Bid Tabulation and Evaluation Summary Memo

/lp

cc: Gary German  
File RFP 13-31AUG18

# Boone County Purchasing

Liz Palazzolo  
Senior Buyer



613 E. Ash Street, Room 109  
Columbia, MO 65201  
Phone: (573) 886-4392  
Fax: (573) 886-4390  
lpalazzolo@boonecountymo.org

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## MEMORANDUM

TO: File

FROM: Liz Palazzolo

RE: 13-31AUG18 – Extradition Services  
Evaluation and Award

DATE: 10/2/18

One proposal has been received in response to RFP 13-31AUG18 for Extradition Services for the Boone County Sheriff's Department: U.S. Corrections, LLC of Nashville, Tennessee.

The proposal has been reviewed by a four-person Evaluation Committee: Captain Gary German, Boone County Sheriff's Department; Sergeant Christine McCaleb, Boone County's Sheriff's Department; Captain Keith Hoskins, Boone County Sheriff's Department; and Leasa Quick, Budget Administrator, Boone County Sheriff's Department. The Boone County Sheriff's Department recommends award of contract to U.S. Corrections LLC (see attached e-mail from Captain German dated 9/29/18).

The County is familiar with U.S. Corrections' work since U.S. Corrections LLC (PTS) is the current contractor for Extradition Services 65-23NOV15. The vendor has performed satisfactory service.

One Best and Final Offer (BAFO) was requested from U.S. Corrections LLC consistent with paragraph 4.5.4 of the RFP, and it has been added to the proposal documentation.

The proposal from U.S. Corrections, LLC meets all RFP requirements.

Award of the contract to U.S. Corrections, LLC of Nashville, Tennessee meets requirements of awarding to the "lowest and best" proposal, meeting requirements of Chapter 34 RSMo. which the County of Boone follows.





**PURCHASE AGREEMENT  
FOR  
EXTRADITION SERVICES**

**THIS AGREEMENT** dated the 30 day of October 2018 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **U.S. Corrections, LLC** herein "Contractor."

**IN CONSIDERATION** of the parties' performance of the respective obligations contained herein, the parties agree as follows:

**1. Contract Documents** - This agreement shall consist of this Purchase Agreement for **Extradition Services**, County of Boone Request for Proposal (RFP) number **13-31AUG18** in its entirety including the Instructions and General Conditions, Introduction and General Information, Scope of Work, Proposal Submission Information, the un-executed proposal Vendor Response/Pricing Page(s), Certification Regarding Lobbying, Certification Regarding Debarment, Work Authorization Certification, Boone County Standard Terms and Conditions, as well as the Contractor's proposal response dated **August 29, 2018**, executed by **Joel Brasfield**, on behalf of the Contractor, and **Best and Final Offer #1 dated 9/18/18** executed by **Joel Brasfield**. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with the proposal response may be permanently maintained in the County Purchasing Office RFP file for this RFP if not attached. In the event of conflict between any of the foregoing documents, the Instructions and General Conditions, Introduction and General Information, Scope of Work, Proposal Submission Information, the un-executed proposal Vendor Response/Pricing Page(s), Certification Regarding Lobbying, Certification Regarding Debarment, Work Authorization Certification, Boone County Standard Terms and Conditions shall prevail and control over the Contractor's proposal response.

**2. Contract Period** – The contract period shall be **January 1, 2019 through December 31, 2019**. The County shall have the option to renew the contract for four (4) one-year periods subsequent to the initial contract period.

**3. Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County with Extradition Services on an as needed, if needed basis. Extradition Services shall be provided as required in the RFP specifications and in conformity with the contract documents for the prices set forth in the Contractor's proposal response, as needed and as ordered by the County:

<b>Extradition Services</b>	
<b>Description of Service</b>	<b>Firm, Fixed Unit Price or Discount</b>
Item 5.1 Firm, Fixed Price Per Mile – Adult Prisoner	\$1.35/Mile

Item 5.2 Firm, Fixed Price Per Mile – Juvenile Prisoner	\$3.00/Mile (guaranteed not to exceed price – determined case by case)
Item 5.3 Firm, Fixed Minimum Price For Trip	\$400.00/Trip Minimum Price
Item 5.4 Firm, Fixed Fee for Limited Service Area Pick-Up “Limited Services Area” shall be defined as travel to/from the states of Washington, Oregon, Idaho, Montana, Wyoming, North Dakota, South Dakota, and Maine. This fee may be charged in addition to mileage.	\$500.00/Pick-Up – Limited Service Area
Discount if more than one prisoner per pick-up/drop-off location at same time	50%

**4. Billing and Payment** - All billing shall be invoiced to the Boone County Sheriff’s Department. Billings may only include the prices listed in the Contractor’s proposal response. No additional fees for delivery or extra services or taxes shall be included as additional charges in excess of the charges in the Contractor’s proposal response to the specifications. The County agrees to pay all correct monthly invoices within thirty (30) calendar days of receipt; the Contractor agrees to honor any cash or prompt payment discounts offered in its proposal response if the County makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

**5. Binding Effect** - This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.

**6. Entire Agreement** - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other proposal or proposal specification or contractual agreement. This agreement may only be amended in writing by the Boone County Purchasing Office on behalf of the Sheriff’s Department using the same formality as this agreement.

**7. Termination** - This agreement may be terminated by the County upon thirty calendar days advance written notice for any of the following reasons or under any of the following circumstances:

- a. The County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. The County may terminate this agreement if in the opinion of the Boone County

Commission if delivery of products are delayed or products delivered are not in conformity with proposalding specifications or variances authorized by

County, or

c. If appropriations are not made available and budgeted for any calendar year.

**IN WITNESS WHEREOF** the parties through their duly authorized representatives have executed this agreement on the day and year first above written.

U.S. CORRECTIONS, LLC

BOONE COUNTY, MISSOURI

by

by: Boone County Commission

title President & General Counsel

Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM:

ATTEST:

County Counselor

Taylor W. Burks, County Clerk

**AUDITOR CERTIFICATION**

In accordance with RSMo 50.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) arising from this contract. (Note: Certification is not required if the terms of this contract do not create a measurable county obligation at this time.)

Fund: 1255 - Account: 85600: \$23,000.00

Signature  
Account

Date

Appropriation

John E. Pittsford

10/23/2018

**STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI**

1. Contractor shall comply with all applicable federal, state, and local laws and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.
2. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.
3. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County.
4. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid. The Purchasing Director reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be retained unopened until the new Closing date, or at request of bidder, returned unopened for re-submittal at the new date and time of bid closing.
5. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
6. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
7. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
8. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
9. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
10. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
11. Prices must be as stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
12. No bid transmitted by fax machine or e-mail will be accepted.
13. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
14. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms. The resulting contract will be considered "Non-Exclusive". The County reserves the right to purchase from other vendors.

15. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the *Federal Transit Administration's Best Practices Procurement Manual – Appendix A*. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.
16. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
17. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.
18. For all bid responses over \$25,000, if any manufactured goods or commodities proposed with bid/proposal response are manufactured or produced outside the United States, this MUST be noted on the Bid/Proposal Response Form or a Memo attached.
19. **For all titled vehicles and equipment the dealer must use the actual delivery date to the County on all transfer documents** including the Certificate of Origin (COO,) Manufacturer's Statement of Origin (MSO,) Bill of Sale (BOS,) and Application for Title.
20. **Equipment and serial and model numbers** - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.

Revised 1/17/2018

# Boone County Purchasing



Liz Palazzolo, CPPO, C.P.M.  
Senior Buyer

613 E. Ash Street, Room 109  
Columbia, MO 65201  
Phone: (573) 886-4392  
Fax: (573) 886-4390  
E-mail: lpalazzolo@boonecountymo.org

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September 18, 2018

U.S. Corrections, LLC  
P.O. Box 171078  
Nashville, TN 37217

Via E-mail: dwarden@prisonertransport.net

**RE: Best and Final Offer (BAFO) Request #1 to RFP 13-31AUG18 – Extradition Services, Term and Supply**

Dear Mr. Warden:

This letter shall constitute an official request by the County of Boone - Missouri to enter into competitive negotiations with your organization. Included with this letter are two attachments.

The first attachment is a Best and Final Offer Request #1 Form for this Request for Proposal. The Best and Final Offer Form must be completed, signed by an authorized representative of your organization, and returned with your detailed BAFO response.

The second attachment is a BAFO #1 RFP Revisions List that identifies changes and revisions made to the Request for Proposal. Said changes are part of this Best and Final Offer Request. Your Best and Final Offer #1 response shall acknowledge the revisions. You may do so by specifically incorporating a direct response in your Best and Final Offer to each revision, or you may acknowledge your acceptance of all revisions by signing the Best and Final Request #1 form.

In your response to BAFO Request #1, you may make any modification, addition, or deletion deemed necessary to your proposal. While it is not necessary for you to resubmit your entire proposal, your BAFO response must, at minimum, acknowledge changes to the RFP as addressed in the above paragraph.

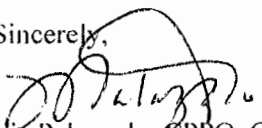
Please understand that your response to this BAFO request is your final opportunity to ensure that (1) all mandatory requirements of the RFP have been met, (2) all RFP requirements are adequately described since all areas of the proposal are subject to evaluation, and (3) this is your best offer, including a reduction or other change to pricing. Also, make sure your response to this BAFO request addresses the latest version of each paragraph/exhibit of the RFP.

Please provide a **written sealed response** no later than by **Noon (12:00 P.M.) on September 24, 2018**. Your company's Best and Final Offer will be subject to evaluation in addition to the original proposal.

You are reminded that pursuant to Section 610.021 RSMo, proposal documents including any best and final offer documents are considered closed records and shall not be divulged in any manner until after a contract is executed or all proposals are rejected. Furthermore, you and your agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all questions or comments regarding the RFP, the evaluation, etc., to me, the Buyer of Record. Neither you nor your agents may contact any other County employee or evaluation committee member regarding any of these matters during the negotiation and evaluation process. Inappropriate contacts or release of information about your proposal response or BAFO are grounds for suspension and/or exclusion from specific procurements.

If you have any questions regarding this request, please call (573) 886-4392 or e-mail [lpalazzolo@boonccountymo.org](mailto:lpalazzolo@boonccountymo.org). I sincerely appreciate your efforts in working with Boone County - Missouri to ensure a thorough evaluation of your proposal.

Sincerely,



Liz Palazzolo, CPPO, C.P.M.  
Senior Buyer

cc: Evaluation Committee Members  
RFP File

Attachments: Best and Final Offer (BAFO) #1 Form, and BAFO #1 Revisions List

**BEST AND FINAL OFFER FORM #1  
BOONE COUNTY, MISSOURI**

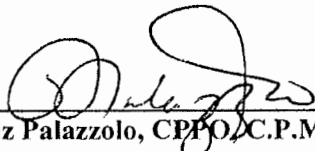
**PROPOSAL NUMBER AND DESCRIPTION: RFP 13-31AUG18 – Extradition Services, Term and Supply**

**BEST AND FINAL OFFER FORM #1**

This Best and Final Offer (BAFO) is issued in accordance with the Instructions to Offerors and is hereby incorporated into and made a part of any resulting Contract Documents between the offeror and Boone County.

The offeror hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all terms and conditions, requirements, and specifications of the original RFP as modified by any previously issued RFP amendments and by this and any previously issued BAFO requests. The offeror agrees that the language of the original RFP as modified by any previously issued RFP amendments and by this and any previously issued BAFO requests shall govern in the event of a conflict with offeror's proposal.

By:

  
Liz Palazzolo, CPPO, C.P.M.  
Senior Buyer

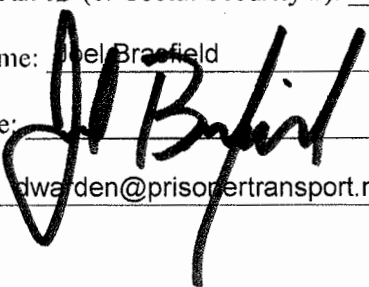
Company Name: U.S. Corrections, LLC

Address: PO Box 171078 Nashville, TN 37217

Telephone: 615-352-9737 ext. 156 Fax: 615-352-9798

Federal Tax ID (or Social Security #): 82-3201264

Print Name: Joel Brasfield Title: President & General Counsel

Signature:  Date: 9/18/2018

E-mail: warden@prisonertransport.net



**BEST AND FINAL OFFER FORM #2**

**BOONE COUNTY - MISSOURI**

**PROPOSAL NUMBER AND DESCRIPTION: *RFP 13-31AUG18 – Extradition Services, Term and Supply***

**BAFO #1 REVISIONS LIST**

This BAFO #1 Revisions List is hereby incorporated into and made a part of the Request for Proposal Documents. The offeror is reminded that receipt of this Revisions List must be acknowledged and submitted along with the Best and Final Offer via sealed mail to:

Boone County Purchasing  
Attn: Liz Palazzolo  
613 E. Ash Street  
Columbia, Missouri 65201

**OFFEROR RESPONSE TO CHANGED REQUIREMENTS:** Requirements of **RFP 13-31AUG18 – Extradition Services, Term and Supply** have been revised by the BAFO Request #1 as follows:

NOTE: All changes as a result of this BAFO request to existing text are noted in ***bolded and italicized*** font.

1. Paragraph 3.3.2 has been **REVISED** as follows:

3.3.2 If, upon arrival at the holding agency, the contractor learns that the prisoner has a contagious disease that was unknown to the contractor and the County, the contractor shall immediately contact the County for further instructions. If the prisoner is transported, transport shall be made in such a manner as to ensure the wellbeing of all other occupants. If the prisoner cannot be transported, the County shall not be subject to a penalty charge, ***but the contractor may recover fair compensation for incurred expenses (mileage, food, lodging) from the County for the contractor's time and expense on a case-by-case basis in accordance with current GSA per diem rates for the destination city, state published at <https://www.gsa.gov/travel/plan-book/per-diem-rates>***. The contractor shall agree not to place holds on the County's prisoners held in other jurisdictions. Should the contractor or its agent place a hold on a prisoner, in violation of this provision, the contractor shall reimburse the County for the full cost of transport in each such occurrence.

2. Paragraph 3.8.1 has been **REVISED** as follows:

3.8.1 The contractor shall have ***universal, i.e., used for all transports, chain-of-custody*** forms that provide appropriate documentation regarding prisoner transport, including written authority to transport prisoner (i.e. Prisoner Receipt, Property Receipt, Prisoner Medical/Medication Information, Prisoner Activities such as meals, rest stops, stretch breaks, and rest overnight-RON) ***that shall be available to the County upon request at no additional cost.***

3. Paragraph 3.16.1(d) has been **REVISED** as follows:

3.16.1(d) Business Automobile Liability: The contractor shall maintain during the life of the contract, automobile liability insurance in the amount of not less than **\$1,500,000.00** combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; non-owned and both on and off the site of work.



# U.S. CORRECTIONS

A Prisoner Transportation Services, LLC Company

PO BOX 171078  
Nashville, TN 37217  
PH: 615.352.9798  
FAX: 615.352.9737  
[info@prisonertransport.net](mailto:info@prisonertransport.net)

Division of Warrants and Extraditions

September 20<sup>th</sup>, 2018

Extradition Service (Term and Supply)  
RFP # 13-31AUG18

## Re: Rate Increase

This letter is to address our pricing we submitted to the County of Boone on August 20<sup>th</sup> in response to its Extradition Service's RFP. U.S. Corrections, or our sister company PTS of America has been Boone County's prisoner transportation provider since 2009. If the county reviews prior contracts it will see that our rates have fluctuated with every new contract period. Our pricing is based closely on our operating costs in an effort to offer the most competitive rates possible and the lowest rates to your Agency.

Since this last contract period (2016), industry standards in the prisoner transportation industry have changed. The Federal Department of Transportation has added several new regulations that have caused our operating costs to increase, substantially. The biggest regulation that went into effect on December 18<sup>th</sup>, 2017 is the mandatory compliance of the utilization of Electronic Logging Devices (ELD's) in all commercial passenger carrying vehicles, for safety reasons. For us to comply with this regulation it was an incredibly costly endeavor as we had to outfit our entire fleet with new devices, train our staff on their use, and now pay hefty ongoing maintenance/regulation fees.

More on this regulation can be read here:

<https://www.fmcsa.dot.gov/hours-service/elds/implementation-timeline>

With the increased regulation of our industry and our anticipation of our costs only increasing over the next several years, we unfortunately have no choice but to raise our rates in order to stay in business.

Please contact me at 615-352-9798 ext. 156 with any questions regarding this letter. Thank you again for your business and your consideration.

**Dave Warden III**  
*Sales & Marketing Manager*  
**Prisoner Transportation Services, LLC**  
Phone: 615-352-9798 Ext:156  
Fax: 615-352-9737





**SEALED PROPOSAL TO BOONE COUNTY, STATE OF MISSOURI**

**Boone County Purchasing  
613 E. Ash Street  
Columbia, Missouri 65201**

**RFP # 13-31AUG18**

**RFP Title: Extradition Service (Term and Supply)**

**DUE: AUGUST 31<sup>st</sup>, 2018 @ 2:00 P.M. CST**

POC: Dave Warden III  
*Sales & Marketing Manager*  
615-352-9798 ext. 156  
[dwarden@prisonertransport.net](mailto:dwarden@prisonertransport.net)

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Attached : **E-VERIFY PARTICIPATION**

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# U.S. CORRECTIONS

A Prisoner Transportation Services, LLC Company

PO BOX 171078  
Nashville, TN 37217  
PH: 615.352.9798  
FAX: 615.352.9737  
[info@prisonertransport.net](mailto:info@prisonertransport.net)

Division of Warrants and Extraditions

August 30<sup>th</sup>, 2018

Extradition Service (Term and Supply)  
RFP # 13-31AUG18

## Re: Cover Letter

To the reviewing panel,

U.S. Corrections is excited to submit our proposal to the **Boone County Sheriff's Office** and we thank you in advance for your consideration. As **Boone County's** current provider, we thank you for your current business and we hope to continue working with your County. U.S. Corrections is part of the Nation's Largest Prisoner Transportation network and transports over 50,000 Offenders for over 2,000 federal, state, and local Government Agencies per year. We have thorough coverage in your State and we have the ability to perform all services - as described in this Request for Proposal. We feel confidently that we are a great fit for **Boone County's** needs and we hope to demonstrate that confidence throughout this proposal.

Since our establishment in January of 2014, we have exceeded the expectations of our customers on all levels and have continually set the standards for the levels of service in this industry and will continue to do so. We recognize that you need a partner you can trust and a partner who understands the importance of secure and timely services, delivered at a fair price. With this said, we also understand the bond Agencies often form with their current transport providers as they've worked together for so long and have developed great, or maybe not so great, working relationships. With this comes a certain fear of change and we guarantee, if awarded this contract, to make that transition as easy and as seamless as possible.

Please contact me at 615-352-9798 ext. 156 with any questions regarding our proposal. Thank you again for your consideration.

**Dave Warden III**  
*Sales & Marketing Manager*  
**Prisoner Transportation Services, LLC**  
Phone: 615-352-9798 Ext:156  
Fax: 615-352-9737



## COMPANY OVERVIEW

U.S. Corrections, LLC, a Prisoner Transportation Services, LLC owned company is part of the Nation's Largest Network of Prisoner Transportation providers. U.S. Corrections was founded in 2014 and was acquired by Prisoner Transportation Services in 2017 whom has been providing transport services since 2001. Authority to operate jointly was granted by the Federal Surface Transportation Board. U.S. Corrections currently contracts with hundreds of agencies throughout the United States and facilitates over 30,000 offender moves per year by both ground and air transport. U.S. Corrections has multiple locations throughout the United States and is centrally headquartered in Nashville, Tennessee.

U.S. Correction's goal is to provide safe, secure, and reliable prisoner transportation services. From the comprehensive training we provide our agents, to the attention we give to the maintenance of our vehicles, U.S. Corrections makes every effort possible to reach this goal. We continue to refine our operations, vehicle fleet, and training programs to ensure we remain not just the largest prisoner transportation company in the United States, but also the best in quality and reputation.



U.S. Corrections has thorough experience in transporting both male and female inmates of all security levels, juveniles, and inmates with medical ailments. We handle all types of extraditions to include; short notice, exact date/time pickups, court appearances, Form VI's, and Governor's Warrants. U.S. Corrections operates and is fully-staffed 24/7/365. All vehicle transports, regardless of the offender's charges or classification, require at least two extradition agents.

Our leadership team has decades of combined experience performing private prisoner transports. We pride ourselves on the men and women we employ and the family-like atmosphere we have created with our clients, agents, dispatchers, and office associates. We know that, if given the opportunity, our staff will be trusted representatives of your agency and we guarantee to only employ the finest and most capable Corrections Professionals.

We are pleased to offer our professional services to assist you in providing cost efficient options to your agency. We provide our own team of experienced agents, equipment, and our own vehicle fleet in order to provide the best and most cost-efficient services available. The flexibility of U.S. Corrections and our ability to improvise, adapt, and with remarkable proficiency execute any agencies request is unseen in this industry. We take great pride in our abilities and the impeccable relationships we have built with all levels of law-enforcement organizations and correctional institutions so far.



U.S. Corrections employs more than 150 personnel, including specially trained transport agents, logistics professionals, mechanics, training staff, and trip planners. Operating a fleet of over 40 specially-modified and outfitted transport vehicles, U.S. Corrections uses a nationwide ground network to move prisoners from coast to coast.

Our transport vehicles are custom-built for our needs and are equipped with above industry standard prisoner compartments, prisoner restraints, and Agent Compartments. They are also outfitted with cameras, segregation compartments for 'Keep Separates,' and high-flow/capacity Air Conditioning and Heating Units to ensure a proper interior climate.



U.S. Corrections understands the importance of preventing vehicle breakdowns, especially while transporting dangerous criminals, and does everything possible to prevent such mishaps. We employ a fulltime staff of *A.S.E. Certified* Fleet Mechanics and Technicians to ensure that all of our vehicles are maintained to the highest standards. Vehicles are kept on strict maintenance schedules which far exceed the factory schedule. Before and after every trip, transport vehicles are inspected thoroughly by our mechanics and technicians. If any discrepancies are found on a transport vehicle, that vehicle is not allowed to depart until it is repaired and inspected.

While outside of U.S. Correction's maintenance and storage facilities, agents are trained to perform basic maintenance and repairs on the vehicles they are licensed to operate. Agents keep daily maintenance and inspection logs which are stored for the life of the vehicle.

U.S. Corrections operates nationwide under the authority of the U.S. Department of Transportation, Federal Motor Carrier Safety Administration (FMCSA) and abides by U.S. Department of Transportation regulations for Maximum Driving Time for Passenger Carrying Vehicles, Section 395.5. We also comply with all Federal regulations governed by the Interstate Transportation of Dangerous Criminals Act of 2000 (Jenna's Act), 18 U.S. Code Sec. 3182, and 18 U.S. Code Sec. 3194.

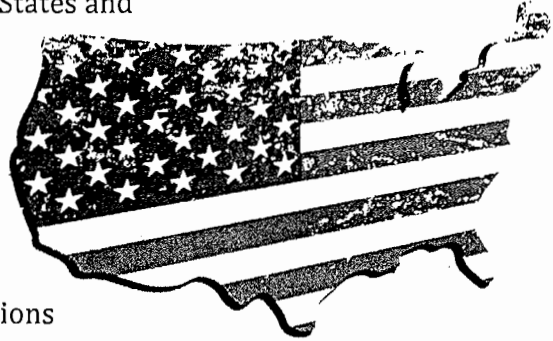
**DOT #: 2515080**  
**MC #: 872586**

## SCOPE OF SERVICES

U.S. Corrections has thorough experience in providing an array of inmate services. Below is an overview of our current capabilities and the services we currently provide to hundreds of Private, Local, State, and Federal Correctional, Legal/Prosecuting, and Law Enforcement Agencies.

**Out-of-State Inmate Transportation/Extraditions:** (Interstate) U.S. Corrections currently offers Interstate Inmate Transportation/Extraditions to all 50-States and U.S. Territories.

**In-State Inmate Transportation:** (Intrastate) U.S. Corrections currently offers Intrastate Prisoner Transportation in 36 States.



**Medical, Disabled, or Wheelchair-Bound Prisoner Transportation:** (Interstate and Intrastate) U.S. Corrections currently offers Medical/Disabled Prisoner Transportation in all 50-States and U.S. Territories. Upon request from the ordering agency, U.S. Correction's Agents are given thorough details of the inmate's condition and the special accommodations they must make to safely transport that individual(s). All U.S. Corrections Agents are trained in medical/disabled inmate transportation and are certified in advanced first aid (Law Enforcement/Corrections Specific), CPR and AED usage. If the inmates medical condition exceeds the extent of our agents training, the requesting agency is notified and proper joint arrangements are made with medical professionals and U.S.C. extradition agents.

\*Note: U.S. Corrections will not transport offenders by ground with certain medical conditions. U.S. Corrections is a firm believer of the safe and humane transport of all offenders and stands firmly not to place already ill offenders in further risk. U.S. Corrections will however make appropriate arrangements, with the requesting agency, to arrange for other means of transport such as commercial air transit. These medical conditions are, but shall not be limited to the following:

- Cardiovascular problems requiring medication or prescribed procedures.
- Diabetics whereby prescribed medication shall be injected and/or refrigerated.
- Epilepsy whereby seizure activity is not adequately controlled.
- Pregnant Females
- Fractured bones requiring casts/braces designed to immobilize injured areas.
- Critical wounds.
- Communicable diseases or any other medical conditions which have the potential to place the offender, transport personnel, or other offenders at risk

## **PERSONNEL, TRANSPORT VEHICLES, AND EQUIPMENT**

### **Key Personnel:**

U.S. Correction's Key Personnel are supported by over **150 experienced and dedicated team members** serving as transport agents, dispatchers, vehicle mechanics, and office personnel. The majority of our staff and all of our extradition agents have backgrounds in either law enforcement, corrections, military service, or security contracting operations bringing great value, professionalism, and a broad range of experience to our organization. Below is a brief background on our key personnel and members;

#### **Joel Brasfield, President, General Counsel**

- Former Attorney at Lewis, King, Krieg & Waldrop – Nashville, TN
- B.A. Emory and Henry College Emory, VA
- J.D. The University of Memphis – Cecil C. Humphreys School of Law

#### **Dustin Baldwin, Partner, Executive Vice President of Business Development**

- 2014-2017 President, U.S. Corrections (Pre-PTS Merger)
- 14 Years, United States Marine Corps – Staff Non-Commissioned Officer
- University of Florida, Bachelor's Degree – Finance
- Florida State University, MBA Candidate
- Iraq and Afghanistan Combat Veteran

#### **Bill Brees, Chief Operations Officer – Texas Operations**

- 2016-2018 Vice President of Marketing, Texas Prisoner Transportation Services
- 2011-2016 Vice President of Texas Prisoner Transportation Division
- 2007-2011 Vice President of Marketing US Extradition Services
- 1995-2007 Nationwide Director of Operations TransCor America
- 16 years US ARMY
- Dessert Storm/Dessert Shield Disabled Vet Senior Non-Com US. ARMY

#### **Tephanie Brees, Chief Operations Officer – Texas Operations**

- 2016-2018 Director of Fleet Maintenance Texas Prisoner Transportation Services
- 2011-2016 President of Texas Prisoner Transportation Division
- 1997-2011 Shop Manager of Gangl's Custom Auto
- 1994-1997 Security Systems Analyst Texas Department of Public Safety

#### **Robert Downs, Partner, Chief Operations Officer – Florida Operations**

- 2015-Present: Chief Operations Officer, Prisoner Transportation Services, LLC

- 2006-2015: Chief Operations Officer, U.S. Prisoner Transport
- 2004-2006 Vice President & Owner of U.S. Extraditions
- 2001-2004 Mid Florida Security Group Logistics Manager
- 2001 Law Enforcement Academy Graduate, Indian River College, FL

**Lisa Kyle, Partner, Chief Financial Officer – Florida Operations**

- 2015-Present: Vice President & CFO, Prisoner Transportation Services, LLC
- 2006-2015: Vice President & CFO, U.S. Prisoner Transport
- University of Florida, Bachelor’s Degree – Chemistry

**Tanisha Cheek, Contracts & Accounts Manager**

- Sales & Marketing Coordinator for TransCor America
- 25+ Years’ Experience in the Private Prisoner Transportation Industry
- A.S. Degree in Marketing & Merchandising, Draghons Jr. College

**Dave Warden III, Sales & Marketing Manager**

- 2014-2016 Director of Business Development, U.S. Corrections
- 8 Years, United States Marine Corps – Non-Commissioned Officer
- University of South Florida, Master’s Degree – Economics
- Afghanistan Combat Wounded Veteran

**Frank Caruso, Director of Operations**

- 8 Years, United States Army – Non-Commissioned Officer
- Former Extradition Agent, PTS of America, LLC
- Iraq and Afghanistan Combat Veteran

**Mark Tolleson, Director of Training & Compliance**

- More than 20 years of military, law enforcement and contract security experience
- 8 Years, United States Navy
- 12 Years, Police Officer & Deputy Sheriff
- 8 Years, S.W.A.T. Member – Sniper, Team Leader
- 4 Years, Diplomatic Security in the Middle East

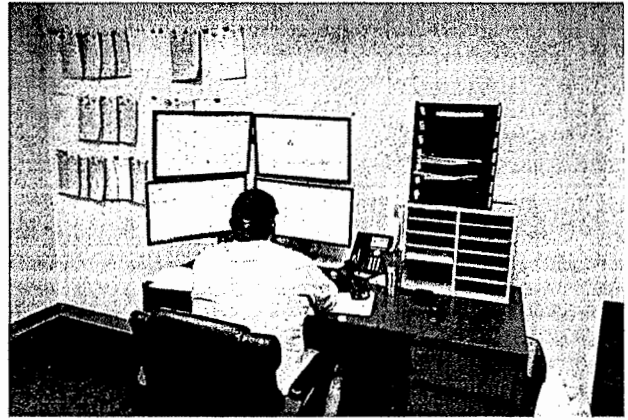
**Lia Monette, Director of Logistics**

- Eastern United States Logistics Coordinator
- 8 Years, United States Air Force
- 2 Years, Extradition Agent – PTS of America, LLC

### **Administrative & Support Personnel:**

U.S. Corrections acknowledges the importance of **constant and reliable communication** with our Clients and Agents throughout the United States. We have invested substantial resources into ensuring that our staff and Transport Agents have the best support we can possibly provide as they are the backbone of our Company.

U.S. Correction's Administrative and Support Personnel work tirelessly to ensure our clients have the best experience possible. We are available **24/7/365** via phone.



### **Transport Agents:**

We realize that our Agents will be direct representatives of your agency and we understand that the image our Agents portray in public, and elsewhere, displays a sense of confidence, and control of their transportation duties. With that in mind U.S.C. agents are held to the highest standards and abide by strict grooming, hygiene, and uniform policies. U.S.C. Agents are prohibited from smoking and/or the use of other tobacco products. Agent's Uniforms and Equipment are described in detail below;



- Black – uniform shirts, clearly displaying “AGENT” on the chest and both sleeves.
- Green – Tactical Trousers
- Black – Tactical Style Boots
- Black – Web Style Belt with Keepers
- Silver or Gold U.S.C. Badge, worn on belt or ballistic vest.
- U.S. Corrections Department ID displaying the agents; picture (standard passport size), name, signature, badge number, rank, U.S.C. unit/division assignment, ID expiration date, and date of birth.
- Black –Holster (Level II Retention or higher) for the Agents Side Arm.
- Additional gear U.S.C. Agents carry, if authorized:
  - Two-Way Radio/Communication Devices (mandatory)

- Additional Pistol Magazines (mandatory)
- Seat Belt Cutter (mandatory)
- Baton/Expandable Baton with Case (if properly certified)
- Chemical Agent with Case (if properly certified/licensed)
- Taser with Holster (if properly certified/licensed)

**Transport Agent Standards:**

- Minimum **FOUR YEARS** of service in one or more of the following:
  - U.S. Military
  - Local, State, or Federal Law Enforcement
  - Local, State, or Federal Corrections
  - Security Related Contracting Operations
- **State Licensed Armed and Unarmed Security Officer Certified** (40 academic hours unarmed and 28 hours armed training – normal standards)
- MUST initially and then every 12 months thereafter pass a U.S. Corrections Physical Fitness Test.
- Valid State Driver’s License with 7 Prior Years of Clean Driving History (CDL if required by position).
- Must pass an extensive psychological test and medical examination, to include an annual DOT Physical.



*Capt Mark Tolleson – Director of Training*

**Agent Drug Testing and Background Check:**

- Must pass a **Level II background check** and never have been convicted of a felony or a violent crime, conforming to *Section 921 of Title 18, United States Code, for Eligibility for Employment.*
- Must be and remain drug free, conforming to *FMCSA requirements, Part 382.* Random drug screenings are administered frequently.
- U.S. Corrections proudly utilizes the *Department of Homeland Security’s – E-Verify Program* to validate our employee’s eligibility to legally work within the United States before any employment offer is made.

### Agent Training Academy:

Prior to being put into service, all U.S.C. Agents are required to attend a two week, 100-hour training course where they learn the skills required to transport dangerous offenders.

During this 100-hour course, agents are trained in all aspects of extradition operations. Several topics covered are: source & limits of authority, U.S. Correction's policies and directives, use of force, sexual harassment, PREA, and DOT regulations.

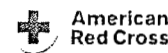


Our agents also receive many hours of **practical application** and certification training on the following subjects; CPR & first aid, chemical agents, electronic control devices, firearms, defensive driving, prisoner searches, use of restraints, and tactical communication.

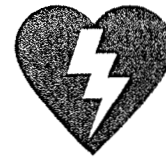
**With the academy we have implemented it keeps us in compliance and far exceeds the basic training, by law, required by the *Interstate Transportation of Dangerous Criminals Act of 2000 - Jenna's Act.***

### Academy Overview:

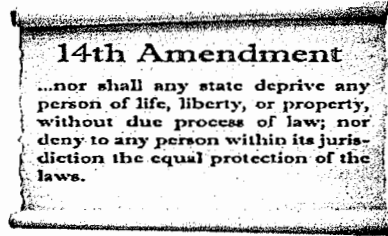
- **CPR, First Aid, & AED:** *American Red Cross* – BLS Course with emphasis on administering aid to a detained dangerous criminal in an unsafe/unsecure environment.
- **U.S.C. Force Continuum (Escalation of Force):** Instructors teach the U.S.C. Force Continuum, completing/filing reports when force is used, what is defined as excessive force, and prior events when force has been properly utilized.
- **OC Aerosol Projectors Certification:** OC Aerosol Projectors Course training and certifying the Transport Agents to carry and administer OC Spray. Course includes; exposure to OC, where OC fits into the '*U.S.C. Force Continuum*', decontamination procedures, and a practical application portion.
- **Firearms Safety:** *NRA* – Pistol Safety/Shooting Course. Course includes; 4-hours of firing range time, safe gun handling, marksmanship skills, shooting positions, proper firearm presentation from a holster, and weapon classifications.
- **Prisoner/Property Searches:** Students are shown proper searching techniques for searching inmates and their property. Students are also instructed on U.S.C. company policies on searching female inmates, juveniles, and medically ill inmates.



CPR/AED  
TRAINING



- **Use of Restraints:** Instruction on the proper application and the proper use of restraints, such as; hand cuffs, belly chains, leg shackles, max risk hand pouches, and “flexi-cuffs.”
- **Vehicle Maintenance:** Students are taught proper vehicle maintenance, fluid checks/replacement, basic mechanical repairs, and how to properly complete U.S.C. vehicle maintenance and service logs.
- **Female, Medical, and Juvenile Transports (Keep Separates):** Attendee’s learn U.S.C. policies on the transporting of female, juvenile, and physically/mentally ill inmates.
- **Inmate Rights:** Instructors cover inmate rights under Federal law, cruel and unusual punishment, The Equal Protection Clause (14<sup>th</sup> Amendment), and the custodial classifications of inmates.



- **Meals, Medications, Housing and Mid-Transport Facility Stops:** U.S.C. policies, along with *ACA Standards* are discussed in detail regarding how often inmates must be granted restroom, meal, and general rest breaks. The process/protocols for these stops are covered, along with the processes of temporary facility holds.
- **Contraband & Weapons:** Students are given a thorough overview of edged weapons, weapons often found in prisons, and common contraband. Inmate property is also covered in regards to what the inmate may or may not have in their personal property.
- **Air Extraditions:** Instructors cover how to safely transport inmates via commercial or private airliner. Also covered is airport contraband, airport security, appropriate inmate placement once onboard the aircraft, and professionalism while in public. TSA guidelines as well as FAA rules and regulations per *FARs, Part 108m Section 221- Carriage of prisoners under the control of armed law enforcement officers*.



- **Emergency Situations:** Industry common emergency situations are covered and the U.S.C. policies that coordinate to the most common emergencies are discussed. Several of the emergencies discussed are inmate escapes, vehicle accidents, security faults, injured agents, injured inmates, and vehicle breakdowns.
- **Prison Rape Elimination Act (PREA) & Jenna’s Act:** Instruction on the laws and regulations pertaining to the interstate transportation of dangerous criminals and training on the prevention of rape, along with a detailed overview of PREA and Jenna’s Act. **All Extradition Agents leave with a PREA certification.**



- **Sexual Harassment:** Students are instructed on company policies regarding sexual harassment appropriate/inappropriate behavior with both their coworkers and the inmates they will encounter.

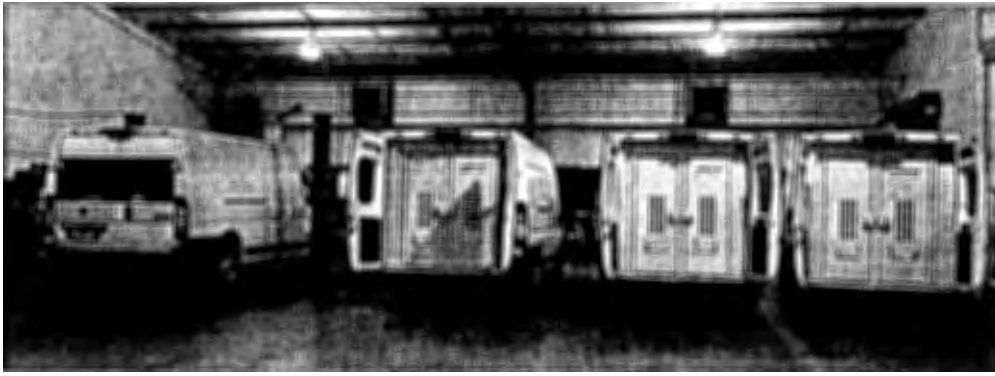


- **Blood/Airborne Pathogens:** Students are given an *OSHA* approved training course on basic protective measures to avoid contamination and exposure to both blood and airborne pathogens.
- **Advanced Driver Training:** *Smith Systems Advanced Driver Training Course*, this portion of training covers safe vehicle operations, night time driving, foul weather driving, road signs, vehicle breakdown procedures, and defensive driving.
- **Communication:** Students learn proper communications for when they are transporting inmates to include; 10-Codes, U.S.C. dispatch center communication, facility/agency communication, and radio usage.
- **U.S.C. Policies & Procedures:** Internal U.S.C. operating procedures and policies are discussed in detail. Also covered are *OSHA* Standards, continued education, Agent rights and responsibilities, and Agent uniforms.
- **Practical Application (Hands on Training) – minimum 40 Hours:** Students practice the proper administering of restraints, operating a variety of vehicles, hand-to-hand combatants, firearms training, navigation/map reading, and other practical exercises.



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## PRISONER TRANSPORT FLEET



For emergency purposes, all U.S.C. vehicles are equipped with first-aid/trauma kits, an approved/current fire extinguisher, bodily fluids cleanup kit, female hygiene kit, basic hand tools, spare tire(s), and equipment for proper roadside safety in the event of a breakdown. U.S.C. vehicles are also equipped with seat belts and safety restraints for all seats in the vehicle. The usage of such restraints is mandatory for all inmates and U.S.C. Extradition Agents while the vehicle is in motion.

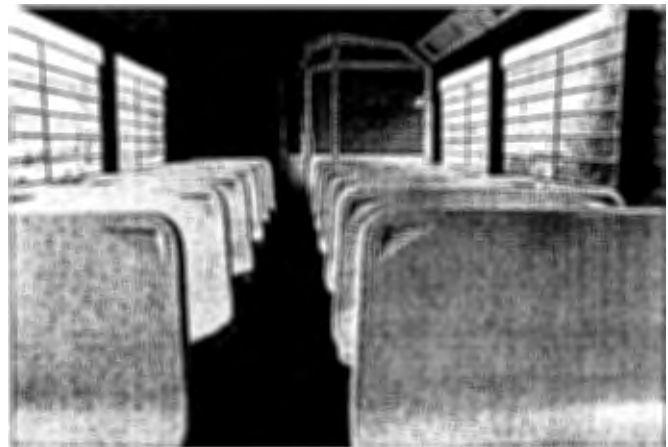
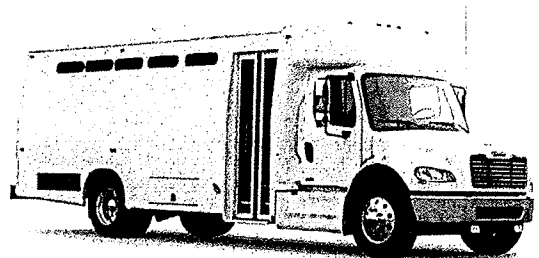
Below is an overview of our current vehicle fleet:

### Prisoner Transport Buses:

Our transport buses hold 26 to 40-prisoners along with the appropriate number of U.S.C. Transport Agents. Prisoner to Transport Agent ratio will never exceed more than **six (6) prisoners to one (1) transport agent**.

All of our transport buses are equipped with the following:

- **Federally Mandated Electronic Logging Device (ELD) to ensure DOT Compliance.**
- **GPS Tracking System and Safety Monitoring System**
- **Camera Systems**
- Secured Driving Compartment for U.S.C. Agents
- Secured Guard Compartments
- Secured Compartment(s) for inmates, unable to be opened from the inside of the inmate compartment(s).



- Multiple Segregation Compartments for 'Keep Separates'
- Welded steel screens covering interior windows
- Tinted or 'Blacked Out' Interior Windows keeping inmates out of public view.
- High Intensity Standard and Emergency Interior Lighting
- **High-Flow/Capacity Air Conditioning and Heating Units** to ensure proper heating/cooling.
- Multiple Sources of Secured, Two-Way Communication Devices

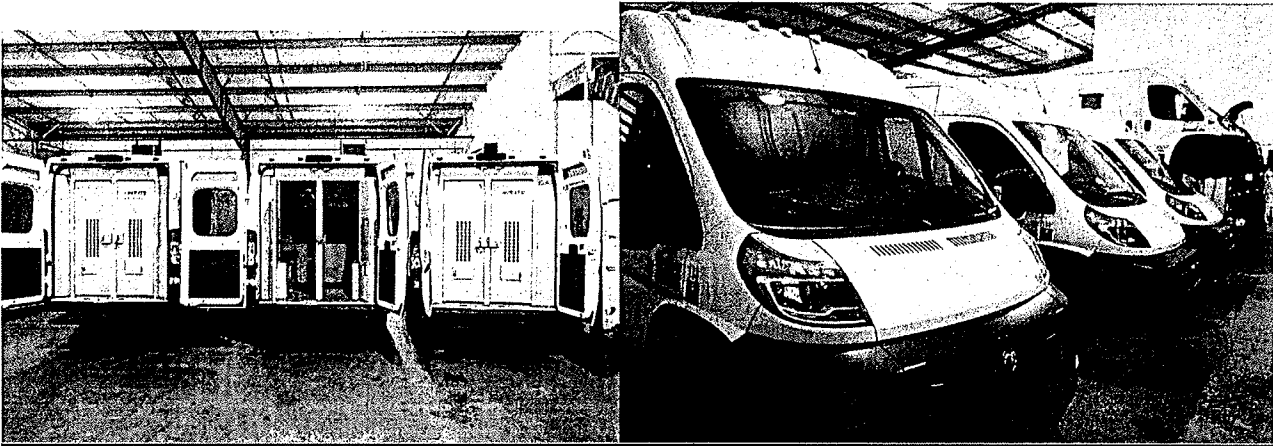
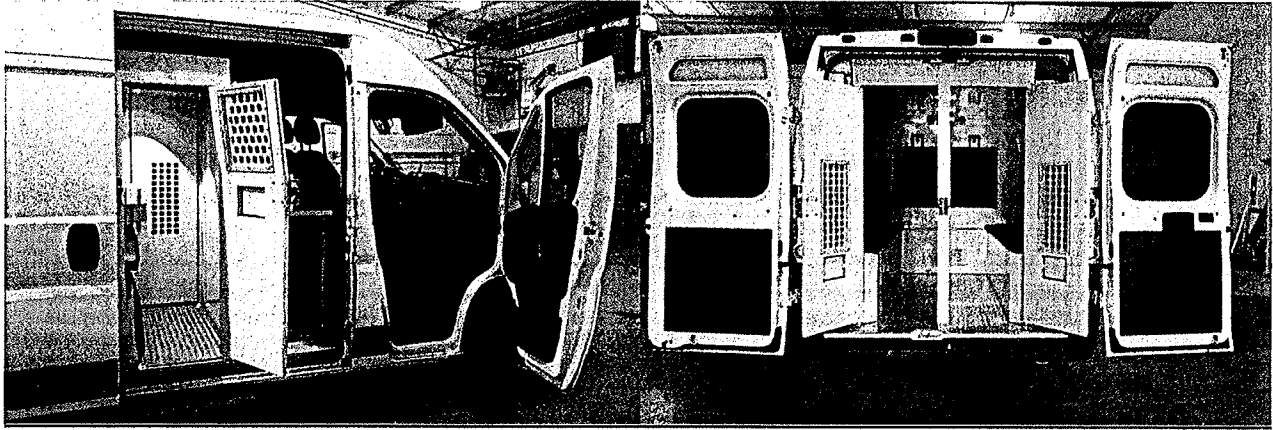


### **Prisoner Transport Vans:**

Our transport vans hold 12-prisoners along with two (2) U.S.C. Transport Agents.

All of our transport vans are equipped with the following:

- **Federally mandated Electronic Logging Devices (ELD) to ensure DOT Compliance.**
- **GPS Tracking System and Safety Monitoring System.**
- **Camera Systems**
- Multiple Sources of Secured, Two-Way Communication Devices.
- Secured Driving Compartment for U.S.C. Agents
- Secured Compartment(s) for inmates, unable to be opened from the inside of the inmate compartment(s).
- Segregation Compartment for 'Keep Separates'
- Welded steel screens covering interior windows
- Tinted or 'Blacked Out' Interior Windows keeping inmates out of public view.
- **High-Flow/Capacity Air Conditioning and Heating Units** to ensure proper heating/cooling.



**Current Vehicle Fleet:**

This list below represents our current operational vehicle fleet made up of thirty-three (33) prisoner transport vans, four (4) prisoner transport buses and one (1) sedan.

<u>Year</u>	<u>Make</u>	<u>Model</u>	<u>Style</u>	<u>VIN</u>
2017	Dodge	ProMaster	Transport Van	3C6URVJG9HE508008
2017	Dodge	ProMaster	Transport Van	3C6URVJG0HE508009
2017	Dodge	ProMaster	Transport Van	3C6URVJG7HE508010
2017	Dodge	ProMaster	Transport Van	3C6URVJG5HE544723
2017	Dodge	ProMaster	Transport Van	3C6URVJG6HE539782
2017	Dodge	ProMaster	Transport Van	3C6URVJG5HE539477
2017	Dodge	ProMaster	Transport Van	3C6URVJG4HE551512
2017	Dodge	ProMaster	Transport Van	3C6URVJG6HE551513
2017	Dodge	ProMaster	Transport Van	3C6URVJGXHE551997
2017	Dodge	ProMaster	Transport Van	3C6URVJG0HE502520
2017	Dodge	ProMaster	Transport Van	3C6URVJG8HE551996
2017	Dodge	ProMaster	Transport Van	3C6URVJG9HE551991

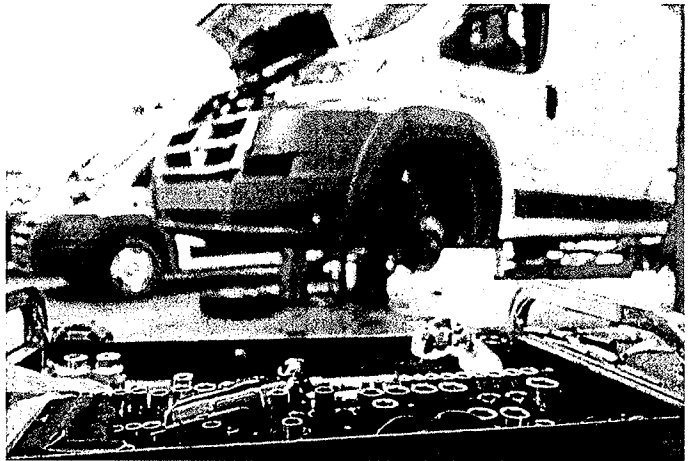
2017	Dodge	ProMaster	Transport Van	3C6URVJG5HE523637
2018	Dodge	ProMaster	Transport Van	3C6URVJG4JE114597
2018	Dodge	ProMaster	Transport Van	3C6URVJG2JE114596
2018	Dodge	ProMaster	Transport Van	3C6URVJG7JE114593
2018	Dodge	ProMaster	Transport Van	3C6URVJG6JE114598
2018	Dodge	ProMaster	Transport Van	3C6URVJG9JE114613
2018	Dodge	ProMaster	Transport Van	3C6URVJG7JE114612
2018	Dodge	ProMaster	Transport Van	3C6URVJG5JE114592
2018	Dodge	ProMaster	Transport Van	3C6URVJGXJE120503
2018	Dodge	ProMaster	Transport Van	3C6URVJG3JE117541
2018	Dodge	ProMaster	Transport Van	3C6URVJG3JE114607
2018	Dodge	ProMaster	Transport Van	3C6URVJG4JE111750
2018	Dodge	ProMaster	Transport Van	3C6URVJG1JE120504
2016	Ford	Transit	Transport Van	1FTYR2ZM7GKA14549
2016	Ford	Transit	Transport Van	1FTYR2ZM5GKA29485
2015	Ford	Transit	Transport Van	1FTYR2ZM4FKA44221
2015	Ford	Transit	Transport Van	1FTYR2ZM1FKA44340
2015	Ford	Transit	Transport Van	1FTYR2ZM9FKB18894
2015	Ford	Transit	Transport Van	1FTYR2ZM1FKA32768
2012	Chevrolet	Impala	Sedan	2G1WD5E32C1300462
2014	Ford	Econoline	Transport Van	1FBSS3BL1EDA50499
2008	Ford	Econoline	Transport Van	1FBSS31L08DB36845
2008	Blue Bird	Transit Bus	Transport Bus	1BABNBKA98F246074
2008	Motor Coach Industries	Transit Bus	Transport Coach	1M81DMFA98P058600
2003	Motor Coach Industries	Transit Bus	Transport Coach	1M81DMPA23P055755
2002	Motor Coach Industries	Transit Bus	Transport Coach	1M81DMPA42P054704

**Fleet Maintenance:**

U.S. Corrections understands the criticalness of preventing vehicle breakdowns, especially while transporting dangerous criminals, and does everything possible to prevent such mishaps. We employ a fulltime staff of *A.S.E. Certified Fleet Mechanics and Technicians* to ensure that all of our vehicles are maintained to the highest standards. Vehicles are kept on a strict maintenance schedule which far exceeds the factory schedule. Before and after every trip, transport vehicles are inspected thoroughly by our mechanics and technicians. If any discrepancies are found on a transport vehicle, that vehicle is not allowed to depart until it is repaired or serviced.

While outside of U.S. Corrections maintenance and storage facilities, agents are trained to perform basic maintenance and repairs on the vehicles they are licensed to operate. Agents keep daily maintenance and inspection logs which are stored for the life of the vehicle.

U.S.C. Agents follow strict policies and procedures to ensure that if a vehicle breakdown does occur, inmates are still transported as expediently and securely as possible to their intended locations.



## EQUIPMENT

### Restraints:

U.S. Corrections utilizes its own restraints while performing inmate transportation and/or other inmate security services. The restraints we choose to utilize are double-locking and fall within the *American Correctional Association Existing Standard: 4-ALDF-4D-21*

(MANDATORY). U.S. Corrections also enforces strict policies and procedures on all of our agents regarding the use of restraints. Unless there is a critical emergency, restraints are NEVER to be removed while inmates are in transit and outside of secured facilities.

All restraints are serialized and are inspected for defects and malfunctions before utilization.



### Specifics:

- Chicago Handcuffs, 1000 Series
- Chicago Leg-Irons, 2000 Series
- Chicago Waist/Belly Chain, L700 Series
- Peerless Handcuffs, 700 Series
- Peerless Leg-Irons, 700 Series
- Peerless Waist/Belly Chain, PSC Series
- Smith & Wesson Handcuffs, 100 Series
- Cuff Lock, Handcuff Key Padlock

### Alternate Restraint Devices:

- U.S. Corrections authorizes the use of plastic restraining devices. Plastic “flexi-cuffs” can be used for multiple situations. Agents must report the intent to use and seek guidance from his/her Chain of Command prior to the placement of such restraining devices.
- U.S. Corrections authorizes the use of a “Max-Risk Pouch” if deemed necessary for high-risk inmates and/or uncooperative prisoners. The pouch restricts the movement of their hands and fingers. The “Max-Risk Pouch” requires supervisor approval before utilization.

### Lethal/Less-Lethal Weapons:

**Sidearm: (Lethal)** Authorized U.S. Corrections Agents are armed with semi-automatic pistols and are always authorized to carry less-lethal weapons. Our armed agents are respectfully, **state licensed and certified** in the weapon(s) they carry.

Agent’s firearms must be registered/internally documented, in compliance with U.S.C. standards, and be properly secured/holstered while on duty. Firearms must be of law enforcement standard, black in color, holstered in a Level II Retention or Level III Retention holster, and chambered in one of the following calibers; 9mm, .40, or .45. The most common firearms carried by U.S.C. Agents are listed below:



**Shot Guns: (Lethal/Less-Lethal)** All U.S.C. transport vehicles are equipped with law enforcement standard, 12-gauge - pump action shotguns that are capable of firing both lethal and less-lethal (beanbag style) rounds. All U.S.C. Agents are certified and licensed to utilize these shotguns within U.S.C. policies and procedures. Shotgun models are either the Remington Model 870, or the Mossberg Model 500.

**Less-Lethal:** Less-Lethal weapons commonly carried by U.S.C. Agents include; Approved electroshock weapons (Tasers), expandable batons, OC Aerosols (Chemical Agents), and rigid batons. No less-lethal weapon, chemical or otherwise, may be utilized while inside the transport vehicle.

Chemical Agents may be used in the following situations:

- Controlling disruptive offenders
- Protecting staff, other inmates, or bystanders from serious injury
- Preventing the taking of hostages
- Preventing escapes
- Preventing major destruction to U.S.C. transportation vehicles



## **POLICIES & PROCEDURES**

**Keep Separates:** U.S. Corrections maintains strict policies and procedures for the classification and separation of certain inmates. While in the custody of U.S.C. Agents, female inmates and juveniles will never be transported or held in the same secured area as male inmates. Keep Separate provisions are also followed for circumstances such as; known gang affiliation, prior history of inmate-on-inmate violence, prior escape history, known to be unruly, etc.

**Meals:** Meals are provided by U.S.C. at no additional charge to the ordering agency and are in compliance with the *American Correctional Association Standard 4-4-4328*. Inmates, while in U.S.C. custody, are furnished with three (3) nutritionally sound meals per day, two (2) of which are guaranteed as 'hot' meals. Feeding times are usually at 0700, 1200, and 1700, closely corresponding with typical facility meal times for breakfast, lunch, and dinner. U.S. Corrections makes every possible effort to comply with offender's food allergies, if any, and will find compliant meals for them. Water is also provided with every meal and when possible, during transit.

**Medications:** Medications, to be provided from the pick-up facility, are authorized for transport by U.S.C. Agents. Inmate medication is kept separate from inmate property and is securely stored in a sealed lock-box, located in the agent's compartment, while in transit. All pharmaceuticals are stored per the directions on the pharmaceutical label. Pharmaceuticals requiring 'cold storage' are not able to be transported by U.S.C. Agents.

**Inmate Property:** U.S. Corrections will accept and transport most Inmate Property or will make proper arrangements at the facility of pick-up on behalf of the inmate and their possessions. All Inmate Property is thoroughly searched by U.S.C. Agents inside of the pick-up facility and is never made accessible to inmates while in transport. All inmate property is thoroughly inventoried at both pick-up and drop-off and is signed for by U.S.C. Agents, the inmate, and a facility staff member at both locations. U.S.C. Agents have the right to refuse to transport any Inmate Property that violates U.S.C. policies on inmate property or is of excessive size in relativity of the space available in the transport vehicle. Policies on Inmate Property will be made available upon agency request.



**Housing/Mid-Trip Breaks:** Temporary housing/holds are sometimes needed to safely complete an inmate's transport. These Temporary Holds allow the inmate to shower, hygiene, and properly rest. **At least 8 hours of proper rest is offered to the offender during these holds.** Inmate Holds, given the circumstance, are typically no longer than 12 to 24 hours. All holds are properly documented and available to the ordering agency, upon request. The facility conducting the hold will be advised of the inmate's escape potential, security threat - such as gang affiliations, and if the inmate is known to be disruptive or of a 'high-profile.' Prisoners in route are prohibited from using phones and/or 'outside' communication devices at any temporary holding/housing facility. U.S. Corrections utilizes a network of strategic partnerships we have developed over the years with law enforcement agencies and correctional facilities. These partners, when they have the ability to, allow us to utilize their facilities for brief stops. By utilizing these secured facilities, U.S.C. Agents while transporting inmates only stop at secured facilities for any needed restroom breaks, meals, or needed stops. **The inmate compartments during transport are never opened, unguarded, or left unsecured at any time outside of secured facilities or without law enforcement and/or correctional support on scene.**

**Medical Emergencies:** Inmate medical emergencies occurring during transport are taken very seriously. If a medical emergency does arise, U.S.C. Agents are trained to immediately contact their operations team and reroute their trip to the nearest medical facility or secured facility, depending on the severity, as possible. Local law enforcement is also immediately contacted and requested to assist U.S.C. Agents. The agency requesting the inmate transport will be notified immediately of the inmate's medical condition, location and transport status. U.S. Corrections will arrange for security coverage for the inmate (Medical Watch) while they receive treatment, if approved by the contracted agency and costs are properly negotiated/authorized. Once appropriate arrangements are made to ensure the inmate is guarded accordingly, the transport will continue as planned. If the transport was delayed by the incident, affected agencies will be notified and provided with new pickup/delivery times along with the status of the transport.

**Reporting of Incidents:** U.S. Corrections Operations support maintains constant contact with U.S.C. Agents throughout the United States and U.S. Territories. When incidents such as vehicle breakdowns, medical emergencies, inmate disturbances, or attempted escapes occur, U.S.C. Agents immediately relay the incident to their support staff and appropriate supervisor. If local authorities are needed, they are contacted immediately. Our operations staff will in turn report the incident as quickly as possible, along with any incident reports, testimonies, or evidence, to the Agencies whose prisoners were involved. After action reports are always completed and filed by the U.S.C. Agents involved and if the incident warrants an investigation, U.S.C. Internal Affairs officers will investigate, as needed.

**Air Transports:** U.S. Corrections utilizes commercial air travel on an 'as needed' basis or when it is requested by the ordering agency. While transporting inmates by commercial airliner, U.S. Corrections works closely with the Transportation Security Administration (TSA), Airport Security, Airport Police, and appropriate Air Carrier Staff. U.S. Corrections closely adheres to all Federal Aviation Administration (FAA) regulations for the transportation of prisoners, *FAR – Part 108, Section 221*. We also have thorough experience in providing mass inmate moves via private airliners.

Air Transports are billed on a case-by-case basis and must be preapproved by the ordering agency before executed. The costs associated with air transports shall include; current commercial 'coach-class' one-way airfare for the offender(s) in transit and commercial 'coach-class' round trip airfare

for U.S.C. agents (typically two). If additional U.S.C. Agents are required, the airfare will increase by the number of personnel required.

**Confidentiality:** Inmate confidentiality is taken very seriously by U.S. Corrections. All information obtained for the transport of an inmate is held on our secured servers and is only accessible to authorized U.S.C. employees who, in order to successfully complete the transport, must view that information. **At no time will inmate information be disclosed to unauthorized parties or outside sources.**

It is U.S. Correction's policy to never reveal transport details to outside sources as the inappropriate distribution of such information could heighten escape attempts and increase the probability of harm to U.S.C. Agents and/or inmates in transit.

**Inmate Identification:** All inmates being transported by U.S. Corrections are partnered with a U.S.C. provided face sheet, which stays in the possession of U.S.C. Agents during all portions of the inmate's transport. U.S.C. Agents follow thorough procedures for identifying inmates prior to, after, and during transport. If a U.S.C. Agent fails to identify an inmate, prior to transport, the inmate will not be accepted into the custody of U.S. Corrections. Our agents utilize this information to confirm an inmate's identity and much of it is included on the inmate's face sheet.

## **OPERATIONS**

**Placing a Transport Request:** U.S. Corrections prides ourselves on the simplicity of our online transport ordering system. We have successfully revolutionized the inmate transport industry with this system and have eliminated the need for orders to be submitted by facsimile, electronic mail, or by phone, although we do accept these orders 24/7/365, if preferred by the agencies we serve. By utilizing an online 'secured' ordering system, orders are ensured for accuracy and are processed quicker. Each individual from the requesting agency is assigned a unique username and password for a fully secured login.

**U.S. Corrections is able to accept and process transport orders 24/7/365.**

**Online:**        [www.prisonertransport.net](http://www.prisonertransport.net)

**By Phone:**    615-352-9798

**Toll Free:**    866-388-8488

**By Fax:**        615-352-9737

**By Email:**     [info@prisonertransport.net](mailto:info@prisonertransport.net)

The following is our process for an inmate transportation order placed by a client;

### **Agency Places the Transport Order:**

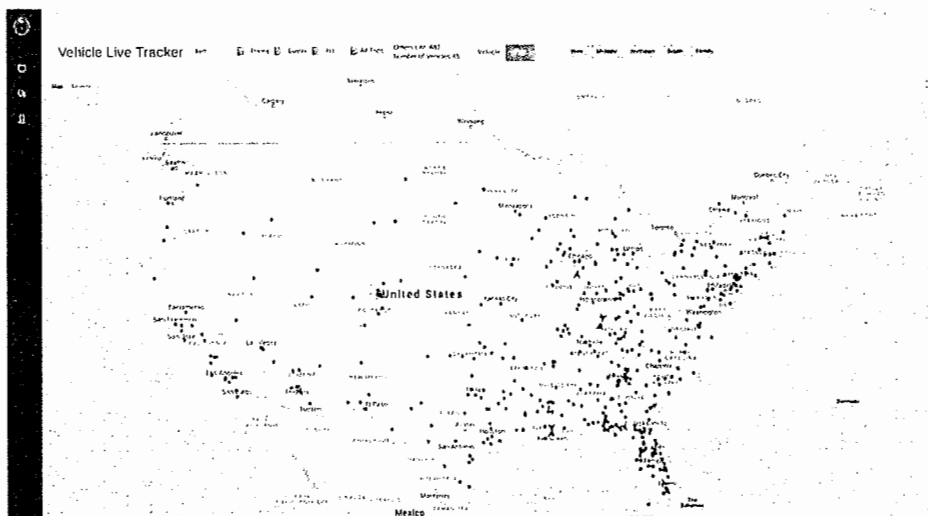
The authorized official from the agency requesting the inmate's transportation will submit a "New Transport Order" electronically through our **online system**. Here, they will fill out the inmate's information, charges, pick-up-dates, deadlines, and other pertinent information. They will also have the opportunity to upload the required, or additional documents needed for a seamless transport (Waiver of Extradition, Governor's Warrant, Medical Screening Forms, etc.)

### **U.S. Correction's Operations Center Confirms the Order and Schedules the Transports:**

After the order is placed, U.S. Corrections Customer Service team receives an alert that there is now a transport needed. Once the details have been verified, the inmate is scheduled for pick-up based on pick-up dates/times, deadlines, releases, court dates, etc.

### Agents Routed:

Our routers and trip planners will then assign the pick-up/drop-off to our nearest transport team or a team that is soon to be in that area given their existing route. The U.S. Corrections Agents assigned to the transport will receive everything needed for a seamless pick-up and drop-off; required documents, maps, restraints, etc. A U.S.C. Customer Service representative will update the online order and provide the requesting agency our planned pick-up date/time along with an estimated time as to when the inmate will reach their final drop-off point.



### Pick-Up Destination:

**U.S.C. Representative's will contact the holding location 48 hours in advance. U.S.C. Agents will give a "courtesy call" approximately four hours, and then once again one-hour prior to arrival.** Upon arrival, they follow a strict protocol to take custody of the inmate. Our agents verify that they have all documents, medications, and permitted personal property for transport. U.S.C. Agents will do a proper search of the inmate and restrain them with leg shackles, a belly-chain, and handcuffs consistent with ACA Standards.

### Drop-Off Location:

**U.S.C. Representative's will contact the receiving location (most often the ordering Agency) 48 hours in advance. U.S.C. Agents will give a "courtesy call" approximately four hours, and then once again one-hour prior to dropping off the inmate at their final destination.** When they arrive, they will provide all necessary documentation to transfer custody to the receiving facility/agency. They will also transfer to the receiving agency all inmate property and medications that were received during pickup.

**Mileage:** Mileage is calculated via PC\*MILER/STREETS and the most cost effective, safe, and efficient route is utilized and quoted to the ordering agency.

**Billing:** All billing is handled by U.S.C. Office Administrators. All invoices, unless the Agency requests otherwise are billed on a weekly basis and clearly display all pertinent billing and transport information.

## **AUTHORITY & COMPLIANCE**

U.S. Corrections operates nationwide under the authority of the U.S. Department of Transportation, Federal Motor Carrier Safety Administration (FMCSA) and abides by U.S. Department of Transportation regulations for *Maximum Driving Time for Passenger Carrying Vehicles, Section 395.5* and all other applicable DOT regulations. U.S. Corrections also complies with all Federal regulations governed by the *Interstate Transportation of Dangerous Criminals Act of 2000 (Jenna's Act)*, and *18 U.S. Code, Chapter 209 [Extradition] Sec. 3182, 3193, & 3194*. While transporting inmates via commercial airliner U.S. Corrections closely adheres to all Federal Aviation Administration (FAA) regulations for the transportation of prisoners, *FAR - Part 108, Section 221*.

**DOT #: 1758570    MC #: 643115**

**Industry Caution:** Agencies looking to utilize a private prisoner transport company should use extreme caution and ensure that they are vetting transport companies appropriately. The private Prisoner Transport industry is filled with company's attempting to "fly under the radar" of the law, even when performing services for law enforcement agencies, such as yours. This industry is extremely costly to operate legally in and to be within compliance of all State and Federal laws. U.S. Corrections, meets and exceeds all current industry regulations. We have provided a brief outline of the Federal regulations below that represent the minimum standards a transport company must meet to operate legally. **Please consider these standards when evaluating the proposals for this bid to ensure that your Agency is contracting and utilizing a legally operating vendor.**

### **Mandatory Insurance Requirements:**

The minimum Federal requirements for auto liability insurance are:

- \$1.5MM (15-passenger or less)
- \$5.0MM (15-passenger or more) Commercial (CDL drivers required)

The minimum coverage for a General Liability Policy for Prisoner Transportation:

- \$3.0MM (including Excess Umbrella Coverage)

The minimum coverage for a Workers Compensation Policy for Prisoner Transportation:

- \$1.0MM

The minimum coverage for Professional Liability Policy for Prisoner Transportation:

- \$1.0MM

Any company who is properly insured **should provide a Certificate of Insurance and letter from their insurance agent stating they are fully aware that the company is in the business of transporting prisoners** on their Auto Liability, General Liability, Workers Compensation, and Professional liability policies. If an insurance company is not aware that a company is in the business of transporting inmates they will not insure against litigation, accident, injury or death should something occur while transporting your inmates and the insured's policy will be cancelled immediately.

- **Electronic Logging Devices:**

This federal law went into effect on December 18<sup>th</sup>, 2017 by the Department of Transportation and the FMSCA. Any motor carrier operating a commercial motor vehicle must install/utilize and require each of its drivers to use an Electronic Logging Device (ELD) to record the driver's duty status.



This system is used to measure the drivers' duty time to ensure the company is compliant with the laws governing the safety of interstate commerce and the safe transportation of their passengers.

- **FMCSA Operating Authority:** Commonly referred to as an MC#. Every prisoner transportation company must have FMCSA Operating Authority with a valid MC# per Federal Law.
- **USDOT#:** All prisoner transport companies that operate vehicles with a gross weight of over 10,001 pounds or vehicles designed to carry more than 8 passengers for compensation must be registered with the Federal Department of Transportation and have a valid DOT#.
- **DOT Safety Rating:** In addition to having operating authority granted by the DOT and the FMCSA, a company in the business of transporting inmates must abide by the following, per the DOT:
  - o All drivers must complete DOT physicals
  - o Company must conduct a MVR check on all drivers
  - o Comply with driver duty hours (Electronic Logging Device Monitors this and ensures compliance)
  - o All interstate transport vehicles must have sleeper berths installed
  - o All vehicles must undergo a DOT inspection annually
  - o Motor Vehicle Records must be kept on file
  - o All motor vehicle crashes must be reported
  - o Abide by all other regulations outlined and enforced by the DOT

This is a significant amount of information to keep track of and if you are the agency using this company it could become overwhelming. This is why the FMSCA has created a **Safety**

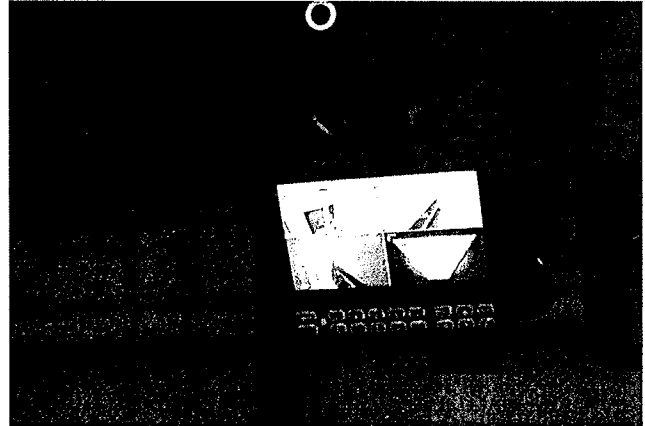
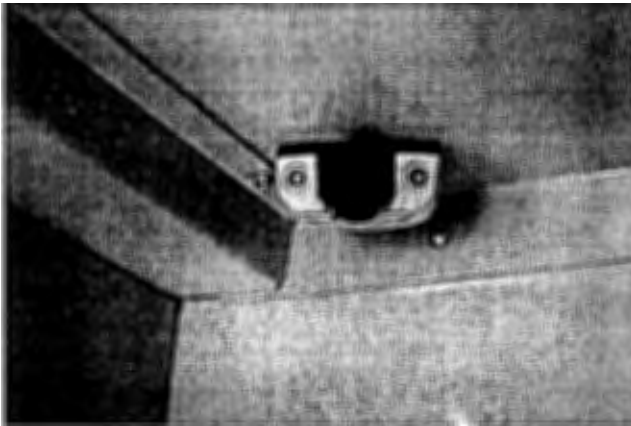
**Rating System** that evaluates a company's compliance with their requirements and laws. The DOT must conduct a safety audit at the transport company's physical location to determine said compliance and then a rating is provided to the transport company.

**The minimum standard for a Prisoner Transportation Company should be a SATISFACTORY RATING with the DOT.**

Any company who has been in business for a minimum of 1.5 years should have their initial Safety Inspection completed by the DOT. Therefore, any Prisoner Transport Company should have a Safety Rating if they are operating legally after 2 years unless some extenuating circumstances are present.

Because of this, most agencies require **a minimum of 3 years in business** to bid on a contract or before they will consider using them as a service provider.

- **Cameras in Transport Vehicles:** While cameras in vehicles are not a Federal or State requirement, we believe it should be a standard for the Prisoner Transportation Industry to have functional and working cameras in all vehicles used to transport inmates. Although it was a costly undertaking we have outfitted all of our current vehicles with multiple cameras.



- **Trip Duration Tracking:** One of the biggest complaints and number one cause of lawsuits is due to inmates being on a vehicle for long periods of time with no breaks, or overnight stays in between. We have created a tracking system to show how many days in transport the offender has been our vans, and also how many hours they have been in housing at a local jail. We also track the location of the local/county jails in which we house our inmates. This in addition to our GPS allows us to eliminate unauthorized stops with offenders. We believe this needs to be an industry standard to minimize the number of days an inmate is on a vehicle, and to show that companies are giving adequate overnight rest stops to both offenders and drivers in actual law enforcement facilities.



# Transport Duration

Unit:   
 Trips between: 06/27/2010

and 07/02/2010

Total: 80

Copy CSV PDF

Inmate Name	On Board	Housing	Total
PORTER, ALVONIA	5d 7h 15m	2h 45m	6d 5h 0m
DOUGLASS, JONATHAN	5d 7h 15m	2h 45m	6d 5h 0m
FISCHER, JEREMY LEE	4d 17h 30m	9h 0m	5d 7h 30m
VALDOMINGOS, ARTURO VELAZQUEZ	4d 17h 30m	0h 0m	5d 7h 30m
PROVENCE, JEREMY	4d 15h 30m	0m	4d 15h 30m
COLSON, AUSTIN COLBY	4d 15h 15m	0m	4d 15h 15m
DELGADO JARAMILLO, DOMINGO ANGEL	4d 13h 25m	0m	4d 13h 25m
MURGLE, RAYMOND	4d 10h 15m	0m	4d 10h 15m
MCMILLAN, JAMES DALE	4d 10h 15m	0m	4d 10h 15m
SOYCK, BERNARD ALAN	4d 3h 0m	1h 0m	4d 4h 0m
MADDIX, TERRILL	3d 18h 50m	0m	3d 18h 50m
RODRIGUEZ-SANCHEZ, OSWALDO	3d 18h 45m	0m	3d 18h 45m
REED, CEDRIC LAVON JR	3d 17h 5m	0m	3d 17h 5m
STEPHENS, HEATHER	3d 14h 0m	0m	3d 14h 0m
OSBORN, RYAN KEITH	3d 12h 40m	0m	3d 12h 40m
DUNBAR, QUIN D	3d 11h 57m	0m	3d 11h 57m
WALKER, KEVIN RAY	3d 9h 0m	0m	3d 9h 0m
ELLIOT, JOSEPH JERRY	3d 9h 0m	1d 14h 30m	4d 22h 30m
COLLAZO, ANDY	3d 6h 0m	1h 15m	3d 7h 15m
BURNIS, STEPHEN	3d 6h 15m	0m	3d 6h 15m
HERNANDEZ-REA, JOSE	3d 7h 45m	0m	3d 7h 45m

## REFERENCES

### **Harris County Sheriff's Office**

**POC: Willard Rogers, Captain**  
**713-274-5044**

[Willard.Rogers@Sheriff.hctx.net](mailto:Willard.Rogers@Sheriff.hctx.net)

Criminal Warrants Division, 810 San Jacinto, Houston, TX. 77002



U.S. Corrections is under contract and is the sole prisoner transportation provider for the Harris County Sheriff's Office Criminal Warrants Division. Harris County places over 1,400 out-of-state transport orders with our company annually.

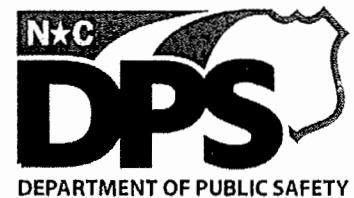
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### **North Carolina Department of Public Safety**

**POC: Tony Taylor, Director**  
**984-204-2887**

[tony.taylor@ncdps.gov](mailto:tony.taylor@ncdps.gov)

NC Dept. of Public Safety, 840 West Morgan St, Raleigh, NC 27603



U.S. Corrections is under contract and is the sole prisoner transportation provider for the North Carolina Department of Public Safety. U.S. Corrections was competitively awarded this contract in June of 2017. The North Carolina Department of Public Safety places over 1300 out-of-state inmate transports per year with our company.

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### **State of Wisconsin**

**POC: Linda Lembke**  
**608-240-5332**

[lindalembke@wisconsin.gov](mailto:lindalembke@wisconsin.gov)

Wisconsin Division of Community Corrections, 3099 East Washington Ave,  
Madison, WI 53707



U.S. Corrections is under contract and has proudly performed extraditions and offender transports for the state of Wisconsin, who places over 1,200 out-of-state inmate moves per year, since 2014. Under this contract, U.S. Corrections is the sole prisoner transportation provider for the Wisconsin Department of Corrections, the Wisconsin Division of Community Corrections, the Wisconsin Division of Adult Services, and the Wisconsin Division of Juvenile Justice.

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## Georgia Department of Corrections

**POC: Stephanie Daniels**

**770-504-7327**

[stephanie.daniels@gdc.ga.gov](mailto:stephanie.daniels@gdc.ga.gov)

P.O. Box 1529, Forsyth, GA 31029



U.S. Corrections is under contract and is the sole prisoner transportation provider for the Georgia Department of Corrections. GDOC utilizes U.S. Corrections to facilitate all of their out-of-state inmate transports.

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## Louisiana Board of Pardons & Parole

**POC: Barbara Miller**

**225-342-1069**

[bmiller@corrections.state.la.us](mailto:bmiller@corrections.state.la.us)

504 Mayflower Street, Bldg 6, 3<sup>rd</sup> Floor, Baton Rouge, LA 70802



U.S. Corrections is under contract and is the sole interstate prisoner transportation provider for the Louisiana Board of Pardons & Parole.

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## Sacramento County Sheriff's Department

**POC: Michelle Harp**

**916-874-5145**

[mharp@sacsheriff.com](mailto:mharp@sacsheriff.com)

711 G Street, Sacramento, CA 95814



U.S. Corrections has performed out-of-state prisoner transports and extraditions for the Sacramento County Sheriff's Department since March of 2014.

## **EXCEPTIONS & DEVIATIONS**

**Page 9, Item 3.3.2.** *"If, upon arrival at the holding agency, the contractor learns that the prisoner has a contagious disease that was unknown to the contractor and the County, the contractor shall immediately contact the County for further instructions. If the prisoner is transported, transport shall be made in such a manner as to ensure the wellbeing of all other occupants. **If the prisoner cannot be transported, the County shall not be subject to a penalty charge.** The contractor shall agree not to place holds on the County's prisoners held in other jurisdictions. Should the contractor or its agent place a hold on a prisoner, in violation of this provision, the contractor shall reimburse the County for the full cost of transport in each such occurrence."*

Exception: We understand the County's reasoning for no penalty charge but if we get to a facility to pick-up an offender and they're medically ill and unable to be transported (unannounced to us prior), we have still incurred expenses. We propose to bill the county for 50% of the quoted transport or the cost of our expenses incurred, whichever is less.

**Page 11, Item 3.8.1.** *"The contractor shall have ready-to-use forms that provide appropriate documentation regarding prisoner transport, including written authority to transport prisoner (i.e. Prisoner Receipt, Property Receipt, Prisoner Medical/Medication Information, Prisoner Activities such as meals, rest stops, stretch breaks, and rest overnight-RON); **the forms shall be delivered with the prisoner.**"*

Exception: We request in exception to this requirement. We currently provide prisoner transport services for over 2,000 County, State, and Federal law enforcement/correctional agencies, performing over 40,000 moves per year (to include Boone County). Out of all of our clients, no one has this requirement. We do maintain all of this documentation, but it is maintained internally. We would be willing to release this information on a case-by-case basis, as we do with all agencies, but this request is not feasible to deliver this much documentation with every single prisoner being returned to your Agency.

**Page 16, Insurance Requirement for Business Auto Liability, \$3,000,000.00**

Clarification: Federal DOT-FMCSA standards state that insurance for passenger carrying vehicles carrying 15 or less passengers must have \$1.5MM in Auto Liability Coverage and \$5MM in coverage for passenger carrying vehicles carrying 16 or more. We are in

compliance with both of these Federal regulations and exceed Boone County's Auto Liability requirement.

<https://www.fmcsa.dot.gov/safety/passenger-safety/licensing-and-insurance-requirements-hire-motor-carriers-passengers-parts>



U.S. Department of Transportation  
Federal Motor Carrier Safety Administration

1200 New Jersey Ave., S.E.  
Washington, DC 20590

**SERVICE DATE**  
August 13, 2014

**PERMIT**  
**MC-872586-P**  
U.S. DOT No. 2515080  
US CORRECTIONS LLC  
D/B/A USC  
CHARLOTTE, NC

This Permit is evidence of the carrier's authority to engage in transportation as a **contract carrier of passengers** by motor vehicle in interstate or foreign commerce.

This authority will be effective as long as the carrier maintains compliance with the requirements pertaining to insurance coverage for the protection of the public (49 CFR 387); the designation of agents upon whom process may be served (49 CFR 366); and tariffs or schedules (49 CFR 1312). Failure to maintain compliance will constitute sufficient grounds for revocation of this authority.

Service must be performed under a continuing agreement with one or more persons.

A handwritten signature in cursive script, reading "Jeffrey L. Secrist".

Jeffrey L. Secrist, Chief  
Information Technology Operations Division

**NOTE:** Willful and persistent noncompliance with applicable safety fitness regulations as evidenced by a DOT safety fitness rating of "Unsatisfactory" or by other indicators, could result in a proceeding requiring the holder of this certificate or permit to show cause why this authority should not be suspended or revoked.

PPO





# CERTIFICATE OF LIABILITY INSURANCE

Date  
5/2/2018

**Producer:** Plymouth Insurance Agency  
2739 U.S. Highway 19 N.  
Holiday, FL 34691  
(727) 938-5562

This Certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend or alter the coverage afforded by the policies below.

**Insured:** South East Personnel Leasing, Inc. & Subsidiaries  
2739 U.S. Highway 19 N.  
Holiday, FL 34691

Insurers Affording Coverage	NAIC #
Insurer A: Lion Insurance Company	11075
Insurer B:	
Insurer C:	
Insurer D:	
Insurer E:	

## Coverages

The policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions, and conditions of such policies. Aggregate limits shown may have been reduced by paid claims.

INSR LTR	ADDL INSRD	Type of Insurance	Policy Number	Policy Effective Date (MM/DD/YY)	Policy Expiration Date (MM/DD/YY)	Limits																
		<b>GENERAL LIABILITY</b> <input type="checkbox"/> Commercial General Liability <input type="checkbox"/> Claims Made <input type="checkbox"/> Occur <hr/> General aggregate limit applies per: <input type="checkbox"/> Policy <input type="checkbox"/> Project <input type="checkbox"/> LOC				Each Occurrence \$ Damage to rented premises (EA occurrence) \$ Med Exp \$ Personal Adv Injury \$ General Aggregate \$ Products - Comp/Op Agg \$																
		<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> Any Auto <input type="checkbox"/> All Owned Autos <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-Owned Autos				Combined Single Limit (EA Accident) \$ Bodily Injury (Per Person) \$ Bodily Injury (Per Accident) \$ Property Damage (Per Accident) \$																
		<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> Occur <input type="checkbox"/> Claims Made Deductible				Each Occurrence Aggregate																
A		<b>Workers Compensation and Employers' Liability</b> Any proprietor/partner/executive officer/member excluded? <b>NO</b> If Yes, describe under special provisions below.	WC 71949	01/01/2018	01/01/2019	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 5%; text-align: center;"><b>X</b></td> <td style="width: 65%;">WC Statutory Limits</td> <td style="width: 10%; text-align: center;"><b>OTH-ER</b></td> <td style="width: 20%;"></td> </tr> <tr> <td></td> <td>E.L. Each Accident</td> <td></td> <td style="text-align: right;">\$1,000,000</td> </tr> <tr> <td></td> <td>E.L. Disease - Ea Employee</td> <td></td> <td style="text-align: right;">\$1,000,000</td> </tr> <tr> <td></td> <td>E.L. Disease - Policy Limits</td> <td></td> <td style="text-align: right;">\$1,000,000</td> </tr> </table>	<b>X</b>	WC Statutory Limits	<b>OTH-ER</b>			E.L. Each Accident		\$1,000,000		E.L. Disease - Ea Employee		\$1,000,000		E.L. Disease - Policy Limits		\$1,000,000
<b>X</b>	WC Statutory Limits	<b>OTH-ER</b>																				
	E.L. Each Accident		\$1,000,000																			
	E.L. Disease - Ea Employee		\$1,000,000																			
	E.L. Disease - Policy Limits		\$1,000,000																			

Other

**Lion Insurance Company is A.M. Best Company rated A (Excellent). AMB # 12616**

Descriptions of Operations/Locations/Vehicles/Exclusions added by Endorsement/Special Provisions: Client ID: 81-67-864  
 Coverage only applies to active employee(s) of South East Personnel Leasing, Inc. & Subsidiaries that are leased to the following "Client Company":

**U.S. Corrections LLC**

Coverage only applies to injuries incurred by South East Personnel Leasing, Inc. & Subsidiaries active employee(s), while working in: FL.  
 Coverage does not apply to statutory employee(s) or independent contractor(s) of the Client Company or any other entity.  
 A list of the active employee(s) leased to the Client Company can be obtained by faxing a request to (727) 937-2138 or by calling (727) 938-5562.

**Project Name:** FOR BID PURPOSES ONLY  
 ISSUE 02-15-18 (KLR). REISSUE 05-02-18 (TD)

Begin Date: 3/11/2017

CERTIFICATE HOLDER	CANCELLATION
U.S. Corrections LLC  4160 Dow Rd STE 1 Melbourne, FL 32934	Should any of the above described policies be cancelled before the expiration date thereof, the Issuing Insurer will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to do so shall impose no obligation or liability of any kind upon the Insurer, its agents or representatives.





USDOT Number  MC/MX Number  Name

Enter Value: US CORRECTIONS LLC

Search

## Company Snapshot

US CORRECTIONS LLC  
USDOT Number: 2515080

### [ID/Operations](#) | [Inspections/Crashes In US](#) | [Inspections/Crashes In Canada](#) | [Safety Rating](#)

Carriers: If you would like to update the following ID/Operations information, please complete and submit form [MCS-150](#) which can be obtained [online](#) or from your State FMCSA office. If you would like to challenge the accuracy of your company's safety data, you can do so using FMCSA's [DataQs](#) system.

#### Other Information for this Carrier

- ▼ [SMS Results](#)
- ▼ [Licensing & Insurance](#)

Carrier and other users: FMCSA provides the Company Safety Profile (CSP) to motor carriers and the general public interested in obtaining greater detail on a particular motor carrier's safety performance than what is captured in the Company Snapshot. To obtain a CSP please visit the [CSP order page](#) or call (800)832-5660 or (703)280-4001 (Fee Required).

For help on the explanation of individual data fields, click on any field name or for help of a general nature go to [SAFER General Help](#).

The information below reflects the content of the FMCSA management information systems as of 07/19/2018.

<b>Entity Type:</b>	CARRIER		
<b>Operating Status:</b>	AUTHORIZED FOR Passenger	<b>Out of Service Date:</b>	None
<b>Legal Name:</b>	US CORRECTIONS LLC		
<b>DBA Name:</b>	USC		
<b>Physical Address:</b>	517 HICKORY HILLS BLVD WHITES CREEK, TN 37189		
<b>Phone:</b>	(615) 352-9798		
<b>Mailing Address:</b>	PO BOX 171078 NASHVILLE, TN 37217		
<b>USDOT Number:</b>	2515080	<b>State Carrier ID Number:</b>	
<b>MC/MX/FF Number(s):</b>	MC-872586	<b>DUNS Number:</b>	-
<b>Power Units:</b>	32	<b>Drivers:</b>	122
<b>MCS-150 Form Date:</b>	03/05/2018	<b>MCS-150 Mileage (Year):</b>	7,600,000 (2017)
<b>Operation Classification:</b>			
	<input checked="" type="checkbox"/> Auth. For Hire Exempt For Hire Private(Property) <input checked="" type="checkbox"/> Priv. Pass. (Business)	<input type="checkbox"/> Priv. Pass.(Non- business) Migrant U.S. Mail Fed. Gov't	<input type="checkbox"/> State Gov't <input type="checkbox"/> Local Gov't <input type="checkbox"/> Indian Nation
<b>Carrier Operation:</b>			
	<input checked="" type="checkbox"/> Interstate	<input type="checkbox"/> Intrastate Only (HM)	<input type="checkbox"/> Intrastate Only (Non-HM)
<b>Cargo Carried:</b>			
<input type="checkbox"/> General Freight	<input type="checkbox"/> Liquids/Gases	<input type="checkbox"/> Chemicals	
<input type="checkbox"/> Household Goods	<input type="checkbox"/> Intermodal Cont.	<input type="checkbox"/> Commodities Dry Bulk	
<input type="checkbox"/> Metal: sheets, coils, rolls	<input checked="" type="checkbox"/> Passengers	<input type="checkbox"/> Refrigerated Food	
<input type="checkbox"/> Motor Vehicles	<input type="checkbox"/> Oilfield Equipment	<input type="checkbox"/> Beverages	
<input type="checkbox"/> Drive/Tow away	<input type="checkbox"/> Livestock	<input type="checkbox"/> Paper Products	
<input type="checkbox"/> Logs, Poles, Beams, Lumber	<input type="checkbox"/> Grain, Feed, Hay	<input type="checkbox"/> Utilities	
<input type="checkbox"/> Building Materials	<input type="checkbox"/> Coal/Coke	<input type="checkbox"/> Agricultural/Farm Supplies	
<input type="checkbox"/> Mobile Homes	<input type="checkbox"/> Meat	<input type="checkbox"/> Construction	
<input type="checkbox"/> Machinery, Large Objects	<input type="checkbox"/> Garbage/Refuse	<input type="checkbox"/> Water Well	
<input type="checkbox"/> Fresh Produce	<input type="checkbox"/> US Mail		

US Inspection results for 24 months prior to: 07/19/2018

Total Inspections: 0  
Total IEP Inspections: 0

Note: Total inspections may be less than the sum of vehicle, driver, and hazmat inspections. Go to [Inspections Help](#) for further information.

Inspections:				
Inspection Type	Vehicle	Driver	Hazmat	IEP
Inspections	0	0	0	0
Out of Service	0	0	0	0
Out of Service %	0%	0%	0%	0%
Nat'l Average % (2009-2010)	20.72%	5.51%	4.50%	N/A

Crashes reported to FMCSA by states for 24 months prior to: 07/19/2018

Note: Crashes listed represent a motor carrier's involvement in reportable crashes, without any determination as to responsibility.

Crashes:				
Type	Fatal	Injury	Tow	Total
Crashes	0	1	1	2

[ID/Operations](#) | [Inspections/Crashes In US](#) | [Inspections/Crashes In Canada](#) | [Safety Rating](#)

Canadian Inspection results for 24 months prior to: 07/19/2018

Total Inspections: 0

Note: Total inspections may be less than the sum of vehicle and driver inspections. Go to [Inspections Help](#) for further information.

Inspections:		
Inspection Type	Vehicle	Driver
Inspections	0	0
Out of Service	0	0
Out of Service %	0%	0%

Crashes results for 24 months prior to: 07/19/2018

Note: Crashes listed represent a motor carrier's involvement in reportable crashes, without any determination as to responsibility.

Crashes:				
Type	Fatal	Injury	Tow	Total
Crashes	0	0	0	0

[ID/Operations](#) | [Inspections/Crashes In US](#) | [Inspections/Crashes In Canada](#) | [Safety Rating](#)

The Federal safety rating does not necessarily reflect the safety of the carrier when operating in intrastate commerce.

Carrier Safety Rating:

The rating below is current as of: 07/19/2018

Review Information:

Rating Date:	03/17/2016	Review Date:	03/15/2016
Rating:	<b>Satisfactory</b>	Type:	Compliance Review



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  - Search Cases
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  - Edit Profile
  - Change Password
  - Change Security Questions
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  - Edit Company Profile
  - Add New User
  - View Existing Users
  - Close Company Account
- My Reports
  - View Reports
- My Resources
  - View Essential Resources
  - Take Tutorial
  - View User Manual
  - Share Ideas
  - Contact Us

## Company Information

Company Name: US Corrections LLC

[View / Edit](#)

Company ID Number: 908203

Doing Business As (DBA) Name:

DUNS Number:

### Physical Location:

Address 1: 15720 Brixham Hill Ave.  
 Address 2: Suite 300  
 City: Charlotte  
 State: NC  
 Zip Code: 28277  
 County: MECKLENBURG

### Mailing Address:

Address 1:  
 Address 2:  
 City:  
 State:  
 Zip Code:

### Additional Information:

Employer Identification Number: 364776432  
 Total Number of Employees: 20 to 99  
 Parent Organization:  
 Administrator:

### Organization Designation:

Employer Category: None of these categories apply

NAICS Code: 485 - TRANSIT AND GROUND PASSENGER TRANSPORTATION

[View / Edit](#)

Total Hiring Sites: 1

[View / Edit](#)

Total Points of Contact: 1

[View / Edit](#)

[View MOU](#)

**COUNTY OF BOONE - MISSOURI**



**REQUEST FOR PROPOSAL  
FOR  
EXTRADITION SERVICE  
TERM AND SUPPLY**

**RFP # 13-31AUG18**

*Release Date: 7/31/18*

**Submittal Deadline:  
August 31, 2018  
not later than 2:00 P.M. CST**

Boone County Purchasing  
613 E. Ash Street  
Columbia, Missouri 65201

Liz Palazzolo, Senior Buyer  
Phone: (573) 886-4392 Fax: (573) 886-4390  
E-mail: [lpalazzolo@boonecountymo.org](mailto:lpalazzolo@boonecountymo.org)



## NOTICE OF REQUEST FOR PROPOSAL

Boone County is accepting proposals in response to this Request for Proposals (RFP) for the following:

**RFP #: 16-XXAPR18 - Extradition Services - Term and Supply**

Sealed proposals will be accepted until **2:00 P.M. on August 31, 2018** in the Boone County Purchasing Office, Room 109, located at 613 E. Ash Street, Columbia, MO 65201.

Request for Proposals are available in the Purchasing Office and requests for copies may be made by phone (573) 886-4392; fax (573) 886-4390 or e-mail: [lpalazzolo@boonecountymmo.org](mailto:lpalazzolo@boonecountymmo.org).

Vendors may obtain further information on the Boone County Web Page at <http://www.showmeboone.com>.

Liz Palazzolo, CPPO, C.P.M.  
Senior Buyer

*Insertion: Tuesday, July 31, 2018*  
*COLUMBIA MISSOURIAN*



## 1. INSTRUCTIONS AND GENERAL CONDITIONS

- 1.1 Delivery of Proposals: Sealed proposals, subject to Instructions and General Conditions and any special conditions set forth herein, will be received at the Boone County Purchasing office until the proposal closing date and time indicated herein for furnishing the County with services as detailed in the following request for proposal.
- 1.2 Proposal Closing: All proposals must be **delivered before 2:00 P.M.** Central Time on **August 31, 2018** to:
- Boone County Purchasing Department  
Liz Palazzolo, Senior Buyer  
613 E. Ash Street, Room 109  
Columbia, Missouri 65201-4460
- 1.2.1 The County will not accept any proposals received after 2:00 P.M. Late bids may be returned unopened if the vendor requests within ten (10) business days after bid opening. All returns will be made at the vendor's expense.
- 1.3 Sealed Proposals Required: Proposals must be submitted in a sealed envelope identified with the proposal number and date of closing. List the proposal number on the outside of the box or envelope and note "Response to Request for Proposal enclosed." No fax or electronic transmitted proposals will be accepted.
- 1.3.1 If the offeror chooses not to submit a proposal, please return the enclosed *No Bid Response Page* and note the reason.
- 1.4 Copies: The offeror is advised to submit one (1) original proposal, and two (2) copies of the proposal (for a total of three copies), plus an electronic copy of the original proposal on a thumb drive (USB memory stick).
- 1.5 Bid Opening: Proposals will be opened publicly shortly after 2:00 P.M. on August 31, 2018 but only the names of offerors will be read aloud at the proposal opening. Following contract execution or rejection of all proposal responses, all responses will become a part of the public record and will be released to any person or firm who requests access. **Missouri Sunshine Laws:** Due to applicable sunshine laws and regulations concerning public documents (e.g., Section 610.021 RSMo), the County's proposal file becomes part of the public record at time of contract execution or when all proposals have been rejected.

1.6 If the offeror has obtained this proposal document from the Boone County Purchasing Web Page or from a source other than the Boone County Purchasing Department, prior to submitting the proposal the offeror is advised to check with the Boone County Purchasing Department in order to ensure that the RFP solicitation package is complete, i.e., the offeror has all addenda and attachments as applicable. ***The Boone County Purchasing Department will not be responsible for providing RFP addenda if the vendor has not been added to the official Vendor list for this Request for Proposal.***

1.7 Guideline for Written Questions: ***All questions regarding this Request for Proposal should be submitted in writing, prior to the RFP opening and no later than 5:00 P.M., August 16, 2018*** (which allows enough time to issue an addendum answering the questions). All questions must be mailed, faxed or e-mailed to the attention of Liz Palazzolo. All such questions will be answered in writing, and such answers will be provided to all parties having obtained a Request for Proposal packet by the County by posting the addendum on the County Web site at [www.showmeboone.com](http://www.showmeboone.com) (Select Purchasing, then Current Bid Opportunities). Submit questions to:

Liz Palazzolo, Senior Buyer  
613 E. Ash Street, Room 109  
Columbia, Missouri 65201  
Phone: (573) 886-4392  
Fax: (573) 886-4390  
E-mail: [lpalazzolo@boonecountymmo.org](mailto:lpalazzolo@boonecountymmo.org)

1.8 RFP Addenda: In the event that it becomes necessary to revise any part of this RFP, written addenda will be issued. Any addendum to this RFP is valid only if in writing and issued by the Boone County Purchasing Department. Verbal conversations or agreements with any officer, agent, or employee of the County which modify any terms or obligations of this RFP are invalid.



## 2. INTRODUCTION AND GENERAL INFORMATION

### 2.1 Introduction:

2.1.1 This document constitutes a request for sealed proposals for **Extradition Services - Term and Supply** as set forth herein.

2.1.2 Organization: This document, referred to as a Request for Proposal (RFP), is divided into the following parts:

- 1) Instructions and General Conditions
- 2) Introduction and General Information
- 3) Scope of Work
- 4) Proposal Submission Information
- 5) Vendor Response/Pricing Page(s)
- 6) Certification Regarding Lobbying
- 7) Certification Regarding Debarment
- 8) Work Authorization Certification
- 9) "No Bid" Response Form

2.1.3 Purpose: Boone County, hereafter referred to as "County," proposes to contract with an individual(s) or organization(s), hereinafter referred to as "contractor" for a Term and Supply contract for furnishing extradition services, including interstate and intrastate transportation, including security and control of prisoners while in transit as needed for the Boone County Sheriff's Office as specified in the following requirements. Subcontracting of any services specified herein shall not be acceptable to the County. Any response that includes the use of any subcontractor will not be considered for award.

2.1.4 Scope of Current Extradition Service Contract: The County currently contracts with PTS America, LLC (Boone County contract # 65-23NOV15). PTS America, LLC provides both intrastate and interstate extradition service for the Boone County Sheriff's Office as needed.

- a. In 2017, PTS provided Boone County with extradition service for 35 transports at a total cost of \$22,992.00, or an average of 643 miles each transport trip. In 2018 to date, 12 transports have been performed by PTS for the County. All trips have been interstate, i.e., outside Missouri. Although the County has provided this historical information for the vendor's benefit, the vendor shall understand that this information is historical and non-binding on the County regarding any potential work under a new contract.



2.1.5 Vendors should be aware that extradition involves transporting people of all ages, genders, and mental states, e.g. medicated persons and persons with mental health concerns. Professionalism, effectiveness, and a highly trained staff will be considered essential to the County in finding a company to perform extradition services for the County.



### 3. SCOPE OF WORK:

#### 3.1 General Requirements:

- 3.1.1. The contractor shall perform extradition services for Boone County as specified herein, and in accordance with generally accepted standards applicable thereto and shall comply with all applicable state, federal, and local laws, ordinances, rules, and regulations relating to the services performed hereunder.
- 3.1.2. In delivering extradition services to the County, the contractor must follow current Transport Standards for interstate and intrastate transportation of prisoners and fugitives from justice, specifically the standards and provisions of the Interstate Transportation of Dangerous Criminals Act of 2000, Public Law 106-560, 114 Stat. 2784 (42 U.S.C. 13726 (a)-(c) enacted December 21, 2000 which is incorporated into the contract by reference, and is detailed at:

<https://www.federalregister.gov/documents/2001/12/17/01-30937/establishment-of-minimum-safety-and-security-standards-for-private-companies-that-transport-violent>.

See also the Code of Federal Regulations for the Interstate Transportation of Dangerous Criminals Act of 2000:

<https://www.gpo.gov/fdsys/pkg/CFR-2014-title28-vol2/xml/CFR-2014-title28-vol2-part97.xml>

- 3.1.3. Pursuant to the Motor Carrier Safety Improvement Act of 1999, the contractor shall follow the current provisions of Section 49 Code of Federal Regulations (49 CFR) as published by the Department of Transportation, Federal Motor Carriers Safety Administration, and incorporated into the contract by reference, and as detailed at:
- <https://www.fmcsa.dot.gov/regulations/title49/b/5/3>
- 3.1.4. The contractor shall understand and agree that prisoners shall be transported safely and humanely.
- 3.1.5. At the request of the County, the contractor shall assume custody of prisoners committed to the custody of the County and provide interstate and/or intrastate transportation of said prisoners to and from locations designated by the County.
- a. The contractor shall assume custody of prisoners from authorized agents of the County, at the location of incarceration determined by the parties to be suitable for such purpose, to transport such prisoners to their destination or other specified location. Upon arrival, the contractor shall surrender custody of such prisoners to the County or to the law enforcement agency as designated by the County. The County shall have the right to cancel its pick-up order within twenty-four (24) hours after placing the order. Any other cancellation may be made only with the consent of the contractor.

- b. In assuming custody of prisoners, the contractor shall assume the sole responsibility for security and control of prisoners in a professional manner and in accordance with the County's written policies and procedures. Such policies, procedures, and directives may be promulgated in the future regarding the use of force and the security and control of prisoners. In the event there are no written policies or procedures, the contractor shall follow reasonable and customary operating procedures.
- 3.1.6. The contractor shall immediately report unusual incidents, emergencies, and/or controversial situations that arise in the performance of their services to the County in accordance with the County's directives. For the purpose of definition, "unusual incident, emergency, or controversial situations" shall include but is not necessarily limited to the following: any act of violence by a prisoner or other passengers; any escape or attempted escape of a prisoner, or any other breach of security; any excessive delay in the transportation of a prisoner; any medical condition of a prisoner or other passenger requiring emergency medical treatment; any mechanical failure that would normally require formal reports to the cognizant regulatory agency; and any refusal of law enforcement agencies to release a prisoner to the contractor as authorized or directed by the County.
- 3.1.7. Nonexclusive Contract: The contractor shall understand and agree that the County reserves the right to use the contractor or other contractors or vendors for extradition services as determined on a case by case basis in the best interests of the County.
- 3.2 Scheduling and Timeliness Requirements:**
- 3.2.1. Contact: The contractor shall be available 24 X 7 X 365 and provide a communication system that allows this access to the County.
- 3.2.2. Staffing: The contractor shall have staff available during normal business hours, i.e., 8:00 A.M. through 5:00 P.M. Mondays through Fridays.
- 3.2.3. The contractor shall pick-up and deliver prisoners in a timely manner. The contractor shall travel the most direct route when transporting prisoners for the County.
- 3.2.4. The County shall provide the contractor with a pickup deadline for all prisoners. The contractor shall be fully responsible for ensuring that all prisoners are picked up before the designated pickup deadline. In the event a prisoner is unavailable for pickup due to the contractor's failure to meet the pickup deadline, the County shall be relieved of any and all costs associated with such pickup.
- a. The contractor shall deliver prisoners held in another jurisdiction to the County's facilities within fifteen (15) calendar days from the date of pickup unless the County designates a shorter period of time, delays outside of human control notwithstanding.
  - b. If the contractor is unable to meet a pickup deadline, the County reserves the right to use an alternative contractor.
- 3.2.5. In the event of delays in delivering prisoners to the specified destination, whether or not beyond the contractor's control, including inclement weather or mechanical malfunctions, the contractor shall provide for all prisoner costs related to such delays, including but not limited to food and lodging, but excepting medical costs which shall not be the contractor's responsibility.

**3.3. Refusal and/or Inability to Transport:**

- 3.3.1 The contractor shall have the right to refuse to transport any individual whose condition or behavior, in the opinion of the driver, would be detrimental or dangerous to the safety of the vehicle or its passengers. In the event the driver refuses to transport any such individual, the County shall be notified immediately, prior to leaving the pick-up location, and there shall be no charge to the County.
- 3.3.2 If, upon arrival at the holding agency, the contractor learns that the prisoner has a contagious disease that was unknown to the contractor and the County, the contractor shall immediately contact the County for further instructions. If the prisoner is transported, transport shall be made in such a manner as to ensure the wellbeing of all other occupants. If the prisoner cannot be transported, the County shall not be subject to a penalty charge. The contractor shall agree not to place holds on the County's prisoners held in other jurisdictions. Should the contractor or its agent place a hold on a prisoner, in violation of this provision, the contractor shall reimburse the County for the full cost of transport in each such occurrence.

**3.4 Special Needs Transport Requirements:**

- 3.4.1. In the case of special needs transportation, the contractor's qualifications and equipment will be evaluated by the County on a case by case basis. The County reserves the right to not use the contractor for any specific extradition trip as deemed most appropriate by the County.
- 3.3.2. The contractor must ensure that female staff will be used any time female inmates are in the contractor's custody except for short periods necessary for female staff to join the transportation staff team while in-route.

**3.5 Contractor Qualifications:**

- 3.5.1. The contractor must meet the following minimum requirements for the duration of the contract:
  - a. The contractor shall have in place and operational a ground transportation system that operates seven (7) days per week, three hundred sixty-five (365) days per year, twenty-four (24) hours per day.
  - b. Upon request of the County, the contractor shall provide a copy of the current certificate issued by the Interstate Commerce Commission, which gives the contractor authority to operate as a common carrier.
  - c. Upon request of the County, the contractor shall provide documentation that shows that each transportation agent has received complete training in all phases of prisoner transport, and is properly licensed in accordance with all state and federal requirements for handling prisoners.
  - d. The contractor shall provide a twenty-four (24) hour, seven (7) days per week, communication system for the County's use with access to contractor decision makers.

**3.6 Contractor Personnel Requirements for Transport Agents Requirements:**

- 3.6.1. The contractor shall complete an evaluation of potential employees who will be transport agents assigned to County extraditions and only assign qualified candidates with unquestionable backgrounds. Choice of a qualified candidate shall include but not be

limited to evaluation of the candidate's driving history, criminal history/background check, and drug testing.

3.6.2. The contractor shall adopt employment criteria that current employees will be terminated, and new personnel will not be hired, if a criminal record is located for any of the following offenses:

- a. All felony offenses unless pardoned of the offense, if the pardon is expressly granted for subsequent proof of innocence;
- b. Misdemeanor offenses that fall into the following categories:
  - i. Convicted of driving while intoxicated, either alcohol or drugs, within the past two (2) years;
  - ii. Thefts or crimes against persons that resulted in jail time or probated jail time within the past two (2) years.
- c. Drug Offenses:
  - i. Manufacture or sale of any illegal drug or controlled substance;
  - ii. Drug use: marijuana-no usage within the past two (2) years, felony drug no usage.
- d. Felony or misdemeanor convictions for the following offenses:
  - i. Public lewdness;
  - ii. Indecent exposure;
  - iii. Perjury;
  - iv. Tampering with a governmental record;
  - v. Impersonating a public servant;
  - vi. Permitting or facilitating an escape;
  - vii. Violations of the rights of a prisoner.

3.6.3. Transporting agents shall receive complete training in all phases of short and long-distance prisoner transport, applicable laws, prisoner care, custody and control, self-defense, CPR, first aid, cross-gender supervision, and weapons training.

- a. The contractor shall require a minimum one-hundred (100) hours of classroom instruction to ensure the above requirements are met.

3.6.4. Transporting agents shall be paid wages not less than that required by any applicable state and federal requirements.

3.6.5. Transporting agents shall be properly licensed in accordance with all applicable state and federal requirements.

3.6.6. Transporting agents shall have appropriate identification with descriptive information and picture on their person which clearly identifies him/her as transporting agents for the contractor's transportation company.

3.6.7. The contractor shall provide a list of names, ID card numbers, and signatures of transporting agents authorized to receive custody of prisoners on the County's behalf. The contractor shall be responsible for providing prompt updates of said information to

the County. The contractor shall furnish any and all documentation regarding the certification or registration of its transport agents to the County upon request.

- 3.6.9. **Employee Credentials and Training:** All employees of the contractor involved in the pick-up and transportation of prisoners shall have a police and/or corrections background, or have successfully completed a training program which focused on the proper use of restraining devices, self-defense, etc., necessary to perform the duties specified herein.
- 3.6.10. **Identification of Employees:** All employees of the contractor involved in the pick-up and transport of prisoners shall be required to dress in a professional manner. The employees shall be required to wear a uniform bearing the company logo. Street/casual clothes (i.e. jeans, t-shirts with popular printed material, sandals, 'flip-flops', etc.) shall not be acceptable. If the contractor's employees do not wear proper attire, the holding authority may not release the prisoner(s), and the contractor shall not be compensated for the trip.
  - a. All employees of the contractor involved in the pick-up and transportation of prisoners shall carry an ID that indicates information including, but not limited to, the company name, employee name, photo, etc. This ID must be presented and/or displayed properly when requested by the holding agency prior to the release of any prisoner.

### **3.7 Transportation Planning with the County Requirement:**

- 3.7.1. The contractor shall provide twenty-four (24) hour coverage to help facilitate the planning and operations of service to the County and other law enforcement agencies. The contractor's staff shall be available by telephone twenty-four (24) hours a day, 365 days a year. All prisoner transportation shall be pre-planned in order to achieve the highest levels of efficiency, professionalism, and safety. Some of the important issues involved in the planning process shall include prisoner pick-up and delivery deadlines, prisoner classification, travel routes, appropriate check points, medication needs, feeding, rest stops, and housing requirements. The contractor shall have written contingency plans in place in the event of a medical problem, accident, or prisoner escape.

### **3.8 Transportation Preparation and Documentation Requirements:**

- 3.8.1. The contractor shall have ready-to-use forms that provide appropriate documentation regarding prisoner transport, including written authority to transport prisoner (i.e. Prisoner Receipt, Property Receipt, Prisoner Medical/Medication Information, Prisoner Activities such as meals, rest stops, stretch breaks, and rest overnight-RON); the forms shall be delivered with the prisoner.
- 3.8.2. Transporting agents shall know the prisoners they are transporting including but not limited to, the prisoner's custody level, propensity for violence, physical or mental handicap (if any), advanced age, language barrier, or if considered a special or high notoriety case.
- 3.8.3. Transporting agents shall carry fingerprints and a photo of each prisoner being transported.
- 3.8.4. The contractor shall establish check points or call-in times. Transport agents shall use a secure phone line for reporting and receiving orders.
- 3.8.5. The contractor must give the releasing law enforcement agency a minimum of one (1) work day notice prior to the contractor taking custody of a prisoner, unless a lesser time frame has been mutually agreed upon.

- a. The contractor shall determine if a status change of the prisoner has occurred. In the event a status change has occurred, thereby causing the transport to be cancelled, the contractor must contact the County immediately. The contractor shall agree that there will be no charge to the County in this event.
- 3.8.6. Appropriate documentation including written authority to transport the prisoner shall be in the possession of the transporting agents in order to support transport of the prisoner as well as in-route housing.
- 3.8.7. Meal stops shall be selected at random to avoid the possibility of a pre-planned escape attempt or rescue.
- 3.8.8. Each vehicle shall carry a copy of a formal confidential contingency plan covering medical problems, escapes, accidents, or other incidents.
- 3.8.9. The contractor shall immediately notify the designated County contact person of medical problems, escape, accident, or other incidents as outlined in the contingency plan. If immediate notification is not possible, the information shall be provided at the earliest possible time.
- 3.8.10. For prisoners traveling interstate, the County shall be notified the day transporting agents take custody of a prisoner and the County shall be notified when the prisoner arrives at the destination. The County shall also be notified promptly of any delays.

**3.9 Prisoner Transportation Requirements:**

- 3.9.1. Prisoners shall be given an eight (8) hour rest period within any twenty-four (24) hour period. In-transit time shall not exceed sixteen (16) hours per day on average. No prisoner shall travel more than 24 hours without receiving housing. Housing shall be provided to the prisoner, with the opportunity to receive proper rest, shower, and meet other hygienic needs.
- 3.9.2. Blankets shall be carried and provided to the prisoner upon request, if the route and conditions warrant.
- 3.9.3. Prisoners traveling interstate shall travel a minimum of 250 straight-line miles each day from point of departure to point of destination.
- 3.9.4. Prisoners shall be fed three (3) meals within a twenty-four (24) hour period.

**3.10 Vehicles Requirements:**

- 3.10.1. Vehicles shall conform to all appropriate regulations and shall be serviced regularly and maintained in optimum operating condition.
- 3.10.2. Vehicles shall be properly licensed in accordance with all applicable state and federal regulations.
- 3.10.3. Vehicles shall be configured to separate transporting agents and prisoners, and to separate male prisoners from female prisoners.
- 3.10.4. Prisoners shall not be able to open doors and windows from inside the prisoner compartment.
- 3.10.5. Transporting vehicles shall be equipped with a cellular telephone capable of operation anywhere the contractor operates.
- 3.10.6. Vehicle separation systems shall have at minimum two (2) separate compartments.

- 3.10.7. Vehicles shall have an operating air-conditioner and heater suitable for the entire vehicle.
- 3.10.8. Vehicles shall be serviced on a prescribed schedule in accordance with accepted business standards.
- 3.10.9. Vehicles shall carry safety equipment such as first aid kits, fire extinguisher, safety triangles, etc.
- 3.10.10. Vehicles shall be equipped at minimum with vehicle equipment and supplies that enable continued travel such as spare tires, jacks, lug wrenches, etc.
- 3.10.11. Vehicles shall be equipped with sufficient storage to secure personal property of prisoners being transported.
- 3.10.12. Vehicles shall be clean inside and out at all times.
- 3.10.13. A vehicle shall not be in operation if it has sustained body damage that would impair the safe operation of the vehicle.

**3.11 Restraint Equipment Requirements:**

- 3.11.1. Handcuffs and leg irons shall be manufactured to meet full compliance with current National Institute of Justice (NIJ) standards addressing at minimum but not necessarily limited to marking, workmanship, mechanical strength, and tamper resistance.
- 3.11.2. Appropriate restraint equipment shall be available to restrain prisoners during transport. The vehicle shall be equipped at minimum with handcuffs, Martin (restraint) chairs, and leg irons for each prisoner on board. Additionally, two (2) handcuff covers (black boxes) and one (1) hinged cuff shall be available and on-board.
- 3.11.3. Prisoners shall not be secured to any part of the transporting vehicle.
- 3.11.4. Transportation agents shall be trained in the use and prohibited uses, of restraining devices. The practice of "hog-tying" (i.e., the restraint of the ankles and wrists while being tied together behind the back) shall be strictly prohibited at all times.

**3.12 Transport Agent and Transport Protocol Requirements:**

- 3.12.1. The contractor shall understand and agree that transporting agents shall be legally responsible for prisoners under their care and control.
- 3.12.2. Ground Travel: A minimum of two (2) transporting agents shall be used when transporting prisoners by ground.
- 3.12.3. Air Travel: A minimum of one (1) transporting agent shall be used when transporting by air unless otherwise stipulated by the airline or the County. The transportation agent shall be of the same gender as the prisoner.
- 3.12.3. Initial Custody: A full body strip search shall be conducted when taking initial custody and all personal items shall be removed from the prisoner.
- 3.12.4. Prisoners shall be positively physically identified prior to transportation agents assuming custody and removing them from the holding agency.
- 3.12.5. A strip search of prisoners shall be completed prior to being transported. A pat search is appropriate at any time. A transporting agent of the same gender as the prisoner shall conduct searches.



- 3.12.6. Vehicles shall be thoroughly searched prior to placing prisoners therein. If at any time the vehicle is out of sight of the transporting agents, the vehicle shall be searched prior to resuming the trip.
- 3.12.7. Prisoners shall be properly placed and segregated within the transporting vehicle.
- 3.12.8. While being transported, prisoners shall remain under observation at all times. It is advantageous to keep prisoners who are being transported separated from all other prisoners when being housed overnight. Efforts shall be made to prevent the use of phones or any communication with anyone outside the place of temporary custody.
- 3.12.9. Prisoners shall be allowed to bathe at in-route housing locations.
- 3.12.10. Property transported shall be inventoried and signed-for by both the prisoner and the transporting agent.
- 3.12.11. Personal property shall be securely stored and inaccessible to prisoners.
- 3.12.12. Prisoners shall not be permitted to communicate with persons other than transporting agents. Prisoners in-route are prohibited from using phones at in-route housing locations.
- 3.12.13. Food shall be brought to the transportation vehicle when stopping for meals.
- 3.12.14. Special requests by prisoners shall not to be honored unless related to the prisoner's health or safety. In responding to a health and safety request, transporting agents shall use the utmost caution to maintain and protect the confidentiality of their response plan.
- 3.12.15. When in-route housing is required, prisoners shall be lodged in secure and adequate jail facilities, and local jail staff shall be advised by the transport agent of each prisoner's escape potential, security threat such as gang affiliation, disruptive behavior, or if the prisoner is considered a "high-profile" offender. Whenever possible, prisoners in-route shall be separated from the local jail facility's general population.
- 3.12.16. Records shall be maintained noting pick-up date/time and location, delivery date/time and location along with transporting agents' signatures of extradition oath for each prisoner transported.
- 3.12.17. Transporting agents shall keep an activity log that is updated continually throughout the trip by current entries.
- 3.12.18. The contractor's transporting agent shall verify the identity of the person(s) to whom custody is transferred.

### **3.13 Vehicle Safety Requirements:**

- 3.13.1 The transport agent shall immediately report all vehicle accidents to the contractor's home office as well as to the County-designated representative. The contractor shall furnish the County with a copy of any official accident investigation report(s) generated by the local police agency, and a copy of any internal investigation reports related to any accident involving a Boone County extradition the contractor performs.
- 3.13.2. Vehicle repairs in-transit shall be completed before the trip continues.
- 3.13.3. Prisoner injuries shall be reported to the contractor's office and to the County.
- 3.13.4. Trip audits shall be completed on the transporting agent's activity log(s) to assure compliance with operating standards.

3.13.5. The contractor's transport agents shall observe posted speed limits; rates of speed above posted limits shall not be permitted. All traffic laws must be observed by the contractor's transport agents. All traffic citations shall be reported to the contractor's office, and the County notified.

**3.14 Escapes Requirements:**

3.14.1. All escapes shall be reported immediately to local law enforcement at the scene, to the contractor's office, and to the Boone County Sheriff's Office.

**3.15 Invoicing and Payments:**

3.15.1 The contractor shall invoice and be paid in accordance with firm, fixed per mile prices, fees, and discounts shown on the Vendor Response and Pricing Pages of the contract. The contractor shall submit an itemized invoice to the Boone County Sheriff's Department upon completion of an extradition trip.

3.15.2 The contractor shall charge the minimum trip price only in the event that actual total mileage does not aggregate to an amount equal to the stated minimum trip price.

3.15.3 The Limited Service Area Pick-Up Fee must only be charged when the extradition trip involves travel to/from the following states: Washington, Oregon, Idaho, Montana, Wyoming, North Dakota, South Dakota, and Maine. This fee may be charged in addition to actual mileage.

3.15.4. In the event the prisoner is unavailable, due to the fault of the County, the County shall be responsible for the costs incurred which are directly attributed to the trip to the facility, but no more than 50% of the original trip cost. In the event the contractor fails to contact the holding facility twelve (12) hours prior to arrival, the County shall be relieved of any and all costs associated with such pickup if upon arrival the prisoner is unavailable. In any case, the County shall not be subject to a penalty charge.

3.15.5 In the event the contractor has quoted a discount for line item 5.5, that discount shall be applied to the total invoiced price and then subtracted from the total invoice price; the County shall pay the contractor the resulting discounted amount.

**3.16 Other General Contract Requirements:**

3.16.1 Insurance Requirements: The contractor shall not commence work under the contract until the contractor has obtained all insurance required under this paragraph and the Certificate of Insurance has been approved by the County; nor shall the contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of the subcontractor has been so obtained and approved. All policies shall be in amounts, form and companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide. Insurance limits indicated below may be lowered at the discretion of the County.

- a. Employers Liability and Workers Compensation Insurance: The contractor shall take out and maintain during the life of the contract, **Employers Liability and Workers Compensation Insurance** for all of its employees employed at the site of work, and in case any work is sublet, the contractor shall require the subcontractor similarly to provide Workers Compensation Insurance for all of the

latter's employees unless such employees are covered by the protection afforded by the contractor. Workers Compensation coverage shall meet Missouri statutory limits. Employers Liability limits shall be \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit. In case any class of employees engaged in hazardous work under the contract at the site of the work is not protected under the Workers Compensation Statute, the contractor shall provide and shall cause each subcontractor to provide Employers Liability Insurance for the protection of their employees not otherwise protected.

- b. Commercial General Liability Insurance: The contractor shall take out and maintain during the life of the contract, such commercial general liability insurance as shall protect it and any subcontractor performing work covered by the contract, from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under the contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$3,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Commercial General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.
- c. The contractor may satisfy the minimum liability limits required for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. **The contractor shall agree to endorse the County as an Additional Insured on the umbrella or Excess Liability, unless the Certificate of Insurance state the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.**
- d. Business Automobile Liability: The contractor shall maintain during the life of the contract, automobile liability insurance in the amount of not less than \$3,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; non-owned and both on and off the site of work.
- e. Subcontractors: The contractor shall cause each subcontractor to purchase and maintain insurance of the types and amounts specified herein. Limits of such coverage may be reduced only upon written agreement of County. The contractor shall provide to the County copies of certificates of insurance evidencing coverage for each subcontractor. The subcontractors' commercial general liability and business automobile liability insurance shall name the County as an Additional Insured and have the Waiver of Subrogation endorsements added.

- f. Proof of Carriage of Insurance: The contractor shall furnish the County with Certificate(s) of Insurance which name the County as an additional insured in an amount as required in the contract. The Certificate of Insurance shall provide that there will be no cancellation, non-renewal or reduction of coverage without thirty (30) calendar days prior written notice to the County. In addition, such insurance shall be on an occurrence basis and shall remain in effect until such time as the County has made final acceptance of the services provided.
- g. Indemnity Agreement: To the fullest extent permitted by law, the contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of the contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with the contractor or a subcontract for part of the services), of anyone directly or indirectly employed by the contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require the contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.
- h. Nothing in these requirements shall be construed as a waiver of any governmental immunity of the County, its officials nor any of its employees in the course of their official duties.
- i. Failure to maintain the required insurance in force may be cause for contract termination. In the event the Agency/Service fails to maintain and keep in force the required insurance or to obtain coverage from its subcontractors, the County shall have the right to cancel and terminate the contract without notice.

**Certificate Holder address:**

County of Boone, Missouri  
C/O Purchasing Department  
613 E. Ash Street  
Columbia, MO 65201

- 3.16.2 Contract Terms and Conditions: The contractor must be prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this agreement or its rights, title or interest therein, or its power to execute such agreement to any other person, company or corporation without the prior consent and approval in writing by the County.
- 3.16.3 Contract Period: The initial contract period shall run **January 1, 2019 through December 31, 2019**. The contract shall have four (4), one (1)-year renewal periods, or any portion thereof, following the completion of the initial/original contract term. After the completion of the final renewal term, the contract will

continue on a month-to-month basis until either party terminates the contract by providing the other party with thirty (30) calendar days prior written notice.

- 3.16.4 Cancellation Agreement: The County reserves the right to cancel the contract without cause by giving not less than thirty (30) calendar days prior notice to the contractor in writing of the intention to cancel, or with cause, if at any time the contractor fails to fulfill or abide by any of the terms or conditions specified. Failure of the contractor to comply with any of the provisions of the contract may be considered a material breach of contract and must be cause for immediate termination of the contract at the discretion of Boone County. Boone County may allow the contractor reasonable opportunity to cure material breach, but is not required to do so.
- 3.16.5 Fiscal Non-Funding Clause: In the event sufficient budgeted funds are not available for a new fiscal period, the County must notify the provider of such occurrence and the contract must terminate on the last day of the current fiscal period without penalty or expense to the County.
- 3.16.6 Estimated Usage: All orders will be placed by the County on an “as needed” basis. The services specified herein are estimates based on past usage and anticipated future requirements and as such, do not constitute a guarantee on the part of the County.
- 3.16.7 Pricing: The contract will be awarded on a firm, fixed price basis for the entirety of the initial/original contract period. Prices are subject to adjustment only upon renewal of the contract period, subject to quotations on the Vendor Response Page for the specific renewal period; adjusted pricing must be effective on the renewal date and must remain firm through the entirety of the specific renewal period.
- a. Price Increase: It shall be the responsibility of the contractor to notify the County sixty (60) calendar days prior to the end of the current contract period of any pending price increase which will take effect at the beginning of the ensuing renewal period.
  - b. If the option for renewal is exercised by the County, the contractor must agree that the prices for the renewal period must not exceed the maximum percent of increase for the applicable renewal period stated on the Vendor Response Pages of the contract.
  - c. If renewal percentages are not provided, then prices for the renewal period(s) shall be the same as during the initial/original contract period. All pricing adjustments shall be calculated using the initial/original pricing.
- 3.16.8 Confidentiality: The contractor must be responsible for maintaining the confidentiality of the County records and data, which cannot be sold, shared or otherwise disclosed to other companies or individuals without written permission from the County Employee Benefits Plan officials.



#### 4. PROPOSAL SUBMISSION INFORMATION

##### 4.1. SUBMISSION OF PROPOSALS:

4.1.1 When submitting a proposal, the offeror should include the **original and two (2) copies for a total of three (3) copies**. The offeror should also include an electronic copy of the proposal on a removable storage drive.

a. The offeror must submit the proposal to:

Boone County Purchasing Department  
Attn: Liz Palazzolo, Senior Buyer  
613 E. Ash Street, Room 109  
Columbia, MO 65201

b. The proposals must be delivered no later than **2:00 P.M. on August 31, 2018**. Proposals will not be accepted after this date and time.

4.1.2 **Terms and Conditions:** The offeror agrees that by submitting an offer, Boone County's Terms and Conditions as incorporated herein must become part of the contract, and in the event of conflict between any terms the offeror submits, the terms and conditions of the County must govern.

##### 4.2 ORGANIZATION OF PROPOSAL:

4.2.1 To facilitate the evaluation process, the offeror is encouraged to organize their proposal into distinctive sections that correspond with the individual evaluation categories described herein.

a. Each distinctive section should be titled with each individual evaluation category and all material related to that category should be included therein.

b. The signed response page from the original RFP and all signed amendments should be placed at the beginning of the proposal.

c. The offeror is advised that the proposal should, at a minimum, address all mandatory and desired services, equipment, materials, etc. Responses will fully describe how the service will be performed and what hardware/software (if any) is required at the County to access the service.

4.2.2 The offeror is cautioned that it is the offeror's sole responsibility to submit information related to the evaluation categories, and that the County is under

no obligation to solicit such information if it is not included with the proposal. The offeror's failure to submit such information may cause an adverse impact on the evaluation of the proposal. Any offeror whose responses deviate from the outlined specifications may automatically be disqualified.

#### **4.3 OFFEROR'S CONTACTS WITH PURCHASING:**

4.3.1 Offeror's Contacts: Offerors and their agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFP, the evaluation, etc. to the buyer of record indicated on the first page of this RFP. Offerors and their agents may not contact any County employee other than the buyer of record regarding any of these matters during the solicitation and evaluation process. Inappropriate contacts are grounds for suspension and/or exclusion from specific procurements. Offerors and their agents who have questions regarding this matter should contact the buyer of record.

#### **4.4 VALIDITY OF PROPOSAL RESPONSE:**

4.4.1 Offerors must agree that proposals must remain firm for a period of ninety (90) calendar days after the date specified for the return of proposals.

#### **4.5 EVALUATION OF PROPOSALS**

4.5.1 Evaluation and Award Process: After determining a responsible offeror and a responsive proposal through the determination that the proposal satisfies the mandatory requirements stated in the Request for Proposal, the evaluator(s) must use both objective analysis and subjective judgment in conducting a comparative assessment of the proposal. The evaluation will include an assessment of cost, the offeror's experience, expertise and reliability, proposed methodology, and contractor support.

4.5.2 In order to conduct an evaluation of proposals, the vendor is advised to complete the Vendor Response Page, all parts, and to return the completed pages with the vendor's proposal. Failure to provide information necessary to evaluate the vendor's response may render the proposal incapable of award consideration. The County is not obligated to obtain information necessary for evaluation from the vendor. When evaluating responses, the County reserves the right to consider relevant information and fact, whether gained from the response, from a vendor, from the vendor's references, or from any other source.

4.5.3 After an initial evaluation process, a question and answer interview may be conducted with the offeror, if deemed necessary by the County. In addition, the offeror may be asked to make an oral presentation of their proposal to the evaluation team at a designated Boone County location. Attendance cost must be at the offeror's expense. All arrangements and scheduling will be coordinated by the County.

4.5.4 Competitive Negotiation of Proposals: The offeror is advised that under the provisions of this Request for Proposal, the County reserves the right to conduct negotiations of the proposals received or to award a contract without negotiations. If such negotiations are conducted, the following conditions must apply:

- a. Negotiations may be conducted in person, in writing, or by telephone.
- b. Negotiations will only be conducted with potentially acceptable proposals. The County reserves the right to limit negotiations to those proposals, which received the highest rankings during the initial evaluation phase.
- c. Terms, conditions, prices, methodology, or other features of the offeror's proposal may be subject to negotiation and subsequent revision. As part of the negotiations, the offeror may be required to submit supporting financial, pricing and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the proposal.
- d. The mandatory requirements of the Request for Proposal must not be negotiable and must remain unchanged unless the County determines that a change in such requirements is in the best interest of the entities.

4.5.5 Evaluation of the Vendor's Experience, Expertise and Reliability: Experience, expertise, and reliability of the offeror's organization are considered subjectively in the evaluation process. Therefore, the offeror is advised to submit any information, which documents successful and reliable experience in past performances, especially those performances related to the requirements of this RFP, and outlines the expertise of key personnel who will be assigned tasks to perform for Boone County.

- a. Qualifications Statement/References/Certifications/Licenses: The offeror should provide the following information related to previous and current services/contracts performed by the Offeror's organization and any proposed subcontractors which are similar to the requirements of this RFP.
- b. State the names and capacity of the professional staff assigned to work on the County account and a brief resume of their background, experience and include any certifications. Indicate professional staff training history. Indicate professional staff experience. The proposal should also include how the professional personnel will operate organizationally and the name and the title of the person who will direct the work.
- c. Name other businesses or preferably any government agencies/municipalities for which the vendor has provided similar services in the last three (3) years and provide a current contact name, email address and phone number for each account.
- d. The offeror should submit a copy of all licenses, certifications, accreditation, and/or permits, which may be required by state, federal, and/or local law, statute, or regulation in the course of conduct of the



offeror's business. If not submitted with the proposal, the County reserves the right to request and obtain a copy of any license or certification required to perform the defined services prior to contract award.

4.5.6 Evaluation of the Vendor's Proposed Method of Performance and Sample Inspection: Proposals will be subjectively evaluated based on the offeror's distinctive plan for performing the requirements of the RFP. Therefore, the offeror should present a written narrative, which demonstrates the method or manner in which the offeror proposes to satisfy these requirements. The language of the narrative should be straightforward and limited to facts, solutions to problems, and plans of action. The County will be evaluating the offeror's adherence to mandatory performance requirements as well as other features of the offeror's proposed approach to performing the work described herein.

- a. Offerors are cautioned about the use of specific words in the RFP. Where the words "must" or "must" are used, they signify a required minimum function of system capacity that will heavily impact the offeror's final response rating. Where the words "should," "may" or "desired" are used, they signify that the feature or capacity is desirable but not mandatory; therefore, the specifications in question will possess minimal impact on the offeror's final response rating.
- b. The method by which the proposed method of performance is written will be left to the discretion of the offeror. However, the offeror should address each specific paragraph and subparagraph of the specifications by paragraph and page number as an item for discussion. Immediately below these numbers, write descriptions of how, when, by whom, with what, to what degree, why, where, etc, the requirements will be satisfied.

4.5.7 Rejection / Withdrawal of Proposals Response:

- a. Rejection of Proposals: The right is reserved by the County at its discretion to reject any or all proposals or parts thereof. The County reserves the right to waive defects or informalities, to negotiate with offerors and to accept the proposal deemed to be in the best interest of the County.
- b. Withdrawal of Proposals: Proposals may be withdrawn on written request from the offeror at the address shown in the solicitation prior to the time of acceptance.
- c. Negligence on the part of the offeror in preparing the proposal confers no right of withdrawal after the time fixed for the acceptance of the proposals.



5. VENDOR RESPONSE AND PRICING PAGES

In compliance with this Request for Proposal and subject to all the conditions thereof, the offeror agrees to furnish the services/equipment/supplies requested and proposed and certifies he/she has read, understands, and agrees to all terms, conditions, and requirements of this proposal and is authorized to contract on behalf of the firm named below. (Note: This form must be signed. All signatures must be original and not photocopies).

Company Name: U.S. Corrections, LLC

Address: PO Box 171078 Nashville, TN 37217

Telephone: 615-352-9798 ext. 156 Fax: 615-352-9737

Federal Tax ID (or Social Security #): 823201264

Print Name: Joel Brasfield Title: President & General Counsel

Signature:  Date: 08/29/2018

E-Mail Address: dwarden@prisonertransport.net

**NOTE:** The offeror must clearly state in writing any restrictions or deviations from specifications and requirements stated herein. In the absence of such statement, the County will assume that all items/services offered are in strict compliance with specifications stated in the RFP, including all technical and cost requirements, terms and conditions. The vendor must agree that the proposal if selected for award by the County will be included as part of the final contract with the County.

**Cooperative Procurement:** The vendor should indicate by checking "Yes" or "No" in the indicated space if the vendor will honor the submitted prices and terms for purchase by other entities in Boone County that participate in cooperative purchasing with Boone County, Missouri?

X  Yes             No

*(Continued on next page)*

**5.1. PRICING:**

The vendor must submit a firm, fixed price below for all identified line items. No other pricing will be paid by the County – therefore the pricing below must cover all costs of providing extradition service as specified herein.

<u>LINE ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>
5.1.	Firm, fixed price per mile – Adult Prisoner	\$ <u>1.35</u> /mile
5.2.	Firm, fixed price per mile – Juvenile Prisoner	case-by-case, not to exceed \$ <u>\$3.00/mile</u> /mile
5.3.	Firm, fixed minimum price for trip	\$ <u>400.00</u> /Trip Minimum Price
5.4.	Limited Service Area Pick-Up Fee, firm and fixed	\$ <u>500.00</u> /Pick-up – Limited Service Area
5.5.	Discount if more than one prisoner per pick-up/drop-off location at same time.	<u>50</u> %

**5.6 Renewal Options – applies to all line items with the exception of the discount**

The County must have the sole option to renew the contract in one-year increments, or any portion thereof, for a total accumulated period of four (4) additional years following the initial term. If the options are exercised, pricing must be the same as quoted for the initial contract period subject to the specific percentage of price adjustment quoted below for the applicable renewal contract period. Prices for the renewal period must not exceed the maximum percent of increase for the applicable renewal period stated on the Pricing Page of the contract.

The vendor must respond with a firm, fixed percentage of increase or decrease. Do not quote BOTH a Maximum Increase and a Minimum Decrease – quote one or the other. Statements such as "a percentage of the then-current price" or "consumer price index" are NOT ACCEPTABLE i.e., reference to a CPI adjustment shall be deemed unacceptable.

If a percentage is "0%" or is not proposed (i.e., left blank), the County must have the right to execute the option at the same price(s) proposed for the initial contract period.

In conducting the cost evaluation, Boone County will evaluate pricing that

determines the potential maximum financial liability to the County.

**All percentages must be applied to the firm pricing quoted for the initial contract period.** The offeror is cautioned that percentages that are the same value for successive renewal options must be calculated against original, not compounded, pricing.

**5.6.1 Renewal Option Percentage Price Adjustment**

**1<sup>st</sup> Renewal Period: January 1, 2020 – December 31, 2020**

0 %

Applied to original bid pricing

Vendor must identify below by checking appropriately as an INCREASE

OR DECREASE: Maximum Increase: \_\_\_\_\_

OR Minimum Decrease: \_\_\_\_\_

**5.6.2 Renewal Option Percentage Price Adjustment**

**2<sup>nd</sup> Renewal Period: January 1, 2021 – December 31, 2021**

0 %

Applied to original bid pricing

Vendor must identify below by checking appropriately as an INCREASE

OR DECREASE: Maximum Increase: \_\_\_\_\_

OR Minimum Decrease: \_\_\_\_\_

**5.6.3 Renewal Option Percentage Price Adjustment**

**3<sup>rd</sup> Renewal Period: January 1, 2022 – December 31, 2022**

0 %

Applied to original bid pricing

Vendor must identify below by checking appropriately as an INCREASE

OR DECREASE: Maximum Increase: \_\_\_\_\_

OR Minimum Decrease: \_\_\_\_\_

**5.6.4 Renewal Option Percentage Price Adjustment**

**4<sup>th</sup> Renewal Period: January 1, 2023 – December 31, 2023**

0 %

Applied to original bid pricing

Vendor must identify below by checking appropriately as an INCREASE

OR DECREASE: Maximum Increase: \_\_\_\_\_

OR Minimum Decrease: \_\_\_\_\_

**5.7 Vendor's Experience, Expertise and Reliability:**

The evaluation of the vendor's proposed experience, expertise, and reliability must be subjective based on the ability of the vendor to perform the requirements stated herein. Therefore, the vendor should present detailed information regarding their experience and reliability. The following information should be provided by the vendor in order to assist Boone County in evaluation of the vendor's experience and reliability. The

County reserves the right to use this information, including information gained from any other source, in the evaluation process.

Failure to submit requested information may negatively impact the evaluation of the proposal. The County is under no obligation to obtain information from the vendor not submitted with the proposal that may impact the subjective evaluation of the vendor's proposal.

5.8

**Company History:**

The RFP requires that the vendor have been in the business of transporting prisoners interstate and intrastate for a minimum of three (3) years, and that the vendor is currently in the same business.

Please circle "yes" or "no" as applicable to address the 3-year requirement:

Yes      OR       No

The vendor should describe in the available space the company's background in provision of extradition services, e.g., when the company was founded, how long the company has been serving the national and Missouri market, etc:

Please see attached proposal. Page 5.

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5.9

**Professional Standards**

Describe all professional organizations and standards the vendor adopts and integrates into provision of extradition services, such as the American Correctional Association, [www.aca.org](http://www.aca.org):

Please see attached proposal.

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5.10

**Vendor's References:**

Provide at least five (5) references for whom the vendor has performed extradition services for in the past twelve (12) months:

• **Reference 1**

Company/Entity Name: Please see attached proposal for our list of references, pages 28 and 29

Contact Name: \_\_\_\_\_

Contact's Title: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_

Telephone Number and Area Code: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Description of Equipment/Services Furnished: \_\_\_\_\_

Availability of Reference: \_\_\_\_\_

\_\_\_\_\_

=====

• **Reference 2**

Company/Entity Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Contact's Title: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_

Telephone Number and Area Code: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Description of Equipment/Services Furnished: \_\_\_\_\_

Availability of Reference: \_\_\_\_\_

\_\_\_\_\_

=====

• **Reference 3**

Company/Entity Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Contact's Title: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_

Telephone Number and Area Code: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Description of Equipment Furnished: \_\_\_\_\_

Availability of Reference: \_\_\_\_\_

\_\_\_\_\_

• **Reference 4**

Company/Entity Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Contact's Title: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_

Telephone Number and Area Code: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Description of Equipment Furnished: \_\_\_\_\_

Availability of Reference: \_\_\_\_\_

=====

• **Reference 5**

Company/Entity Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Contact's Title: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_

Telephone Number and Area Code: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Description of Equipment Furnished: \_\_\_\_\_

Availability of Reference: \_\_\_\_\_

5.11

**Personnel Expertise Summary:**

Expertise of **key personnel** who will be assigned tasks as defined herein will be considered in the subjective evaluation of proposals. The vendor should identify the names and provide a brief description of the background, including educational degrees and certifications, of key personnel who will be assigned to perform computer output to microfilm services. Identify the title the staff person will be assigned under the prospective contract and emphasize the expertise the person brings for consideration.

All employees who will be assigned to pick-up and transport prisoners must have a police and/or corrections background, or have successfully completed a training program which focused on the proper use of restraining devices, self-defense, etc., necessary to perform the duties specified herein. The offeror is strongly advised to clearly describe this detail in their proposal regarding personnel who will be assigned to pick-up and transport prisoners.

Organizational Chart - In addition, the vendor should provide an organizational chart showing the staffing and lines of authority for the key personnel to be used. The organizational chart should include (1) The relationship of service personnel to management and support personnel, (2) The names of the personnel and the working titles of each, and (3) Any proposed subcontractors including management, supervisory, and other key personnel. The organizational chart should outline the team proposed for this project and the relationship of those team members to each other and to the management structure of the vendor's organization.

(Also attach resumes for key personnel)

Personnel	Background and Expertise of Personnel
1. <u>Please see attached proposal, for a list of key personnel. Page 8.</u> (Name)  <u>(Title)</u>	
2. _____ (Name)  <u>(Title)</u>	
3. _____ (Name)  <u>(Title)</u>	
4. _____ (Name)  <u>(Title)</u>	

**5.12 Transport Agent Training and Licensing Documentation:**

*The offeror should provide the following requested documentation and include it with the proposal:*

A. Provide documentation to show that each transportation agent has received complete training in all phases of prisoner transport, and is properly licensed in accordance with all state and federal requirements for handling prisoners.

B. Transport Agent training materials (include with the proposal).

C. Address what kinds of licensure the vendor requires of its professional drivers (e.g., CDL's):

Please see attached proposal. Page 10 - 15.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



D. What employee rules does the vendor have in place to ensure its drivers meet all required levels of preparedness and safety especially related to transporting inmates:

Please see attached proposal. Page 10 - 15.

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**5.13 Performance Methodology:**

*The offeror should provide the following requested documentation and complete the following regarding the proposed approach to performing extradition services, and include in the vendor's proposal.*

A. Provide a copy of the vendor's certificate issued by the Interstate Commerce Commission/US DOT number that gives authority to operate as a common carrier.

B. Description of Vendor's Ground Transportation Fleet:

The vendor should describe the vendor's fleet of vehicles that will be used to deliver extradition services to the County. Describe below or attach a list identifying the make/model, age, GVWR, and passenger capacity of vehicles that will be used to transport prisoners for the County.

Please see attached proposal for a full listing of our vehicle fleet.

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C. Address the vendor's USDOT compliance documentation, Financial Responsibility Requirements detailed in 49 CFR, Title 49 United States Code Operating Authority from Federal Motor Carrier Safety Administration FMCSA, **OR** a statement about why the vendor believes the vendor is exempt from the aforementioned regulatory organizations.

Please see attached USDOT documentation.

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D. Describe the vendor's fleet maintenance policies, procedures, and schedule. Include any professional or regulatory standards the vendor follows to maintain the vendor's ground transportation fleet:

Please see attached proposal , Page 15 - 19.

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E. Address how the vendor's fleet maintenance procedures and policies ensure that the vendor can provide 24X7X365 reliability:

Please see attached proposal.

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F. Communication System: Describe the vendor's 24X7X365 communication system in terms of its features that ensure its operation and maintenance for reliable performance:

Please see attached proposal.

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G. Contact Information: Provide the contact name, phone number and e-mail for scheduling extradition services 24X7X365:

Please see attached proposal.

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H. Other Features: Describe other features of the vendor's extradition service system or protocols that the vendor believes would be of interest to the County as it evaluates the vendor's response:

Please see attached proposal.

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*(The vendor should complete and return with the proposal)*  
**CERTIFICATION REGARDING LOBBYING**

*Certification for Contracts, Grants, Loans, and Cooperative Agreements*

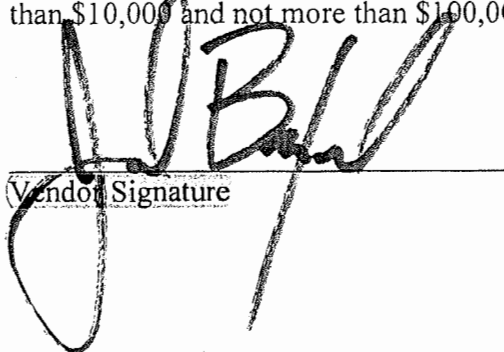
The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loan, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

  
Vendor Signature

08/29/2018  
Date

*(The vendor should complete and return with the proposal)*

**Certification Regarding  
Debarment, Suspension, Ineligibility and Voluntary Exclusion  
Lower Tier Covered Transactions**

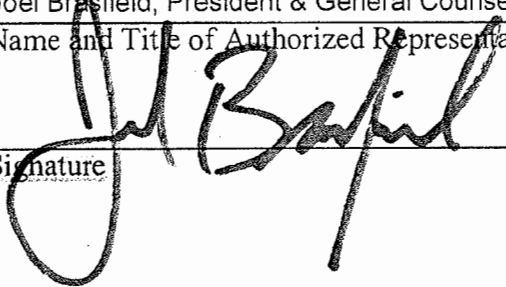
This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant must attach an explanation to this proposal.

Joel Brasfield, President & General Counsel  
Name and Title of Authorized Representative

Signature



08/29/2018

Date

Liz Palazzolo  
Senior Buyer



Boone County Purchasing  
613 E. Ash Street, Room 109  
Columbia, MO 65201  
Phone: (573) 886-4392  
Fax: (573) 886-4390

### INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549

House Bill 1549 addresses the Department of Homeland Security's and the Social Security Administration's E-Verify Program (Employment Eligibility Verification Program) that requires the County to verify "lawful presence" of individuals when we contract for work/service; verify that contractor has programs to verify lawful presence of their employees when contracts exceed \$5,000; and a requirement for OSHA safety training for public works projects.

The County is required to obtain certification that the bidder awarded the attached contract participates in a federal work authorization program. To obtain additional information on the Department of Homeland Security's E-Verify program, go to:

[http://www.dhs.gov/xprevprot/programs/gc\\_1185221678150.shtm](http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm)

Please complete and return form *Work Authorization Certification Pursuant to 285.530 RSMo* if the contract amount is in excess of \$5,000. Attach to this form the *E-Verify Memorandum of Understanding* that the vendor completed when enrolling. The link for that form is:

<http://www.uscis.gov/files/nativedocuments/save-mou.pdf>

Additional information may be obtained from:

<http://www.uscis.gov/files/nativedocuments/MOU.pdf>

If the vendor is an Individual/Proprietorship, then the vendor must return the attached *Certification of Individual Bidder*. On that form, the vendor may do **one of the three options** listed. Be sure to attach any required information for those options as detailed on the *Certification of Individual Bidder*. If the vendor chooses option number two, then the vendor will also need to complete and return the attached form *Affidavit*.



**CERTIFICATION OF INDIVIDUAL BIDDER**

Pursuant to Section 208.009 RSMo, any person applying for or receiving any grant, contract, loan, retirement, welfare, health benefit, post-secondary education, scholarship, disability benefit, housing benefit or food assistance who is over 18 must verify their lawful presence in the United States. Please indicate compliance below. Note: A parent or guardian applying for a public benefit on behalf of a child who is citizen or permanent resident need not comply.

**Options**

\*\*\*NOT APPLICABLE\*\*\*

- \_\_\_\_ 1. I have provided a copy of documents showing citizenship or lawful presence in the United States. (Such proof may be a Missouri driver's license, U.S. passport, birth certificate, or immigration documents). Note: If the applicant is an alien, verification of lawful presence must occur prior to receiving a public benefit.
  
- \_\_\_\_ 2. I do not have the above documents, but provide an affidavit (*copy attached – see following page*) which may allow for temporary 90-day qualification.
  
- \_\_\_\_ 3. I have provided a completed application for a birth certificate pending in the State of \_\_\_\_\_. Qualification must terminate upon receipt of the birth certificate or determination that a birth certificate does not exist because I am not a United States citizen.

\_\_\_\_\_  
Applicant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name







**"No Bid" Response Form**

**Boone County Purchasing**  
613 E. Ash Street, Room 109  
Columbia, MO 65201

Liz Palazzolo, Senior Buyer  
(573) 886-4392 Fax: (573) 886-4390  
E-Mail: lpalazzolo@boonecountymo.org

**"NO BID RESPONSE FORM"**

**NOTE: THE VENDOR SHOULD COMPLETE AND RETURN THIS FORM ONLY IF THE VENDOR DOES NOT WANT TO SUBMIT A BID**

If the vendor does not wish to respond to this bid request, but would like to remain on the Boone County vendor list for this service/commodity, please remove form and return to the Purchasing Department by mail, e-mail or fax.

**Bid: RFP #13-31AUG18 - Extradition Services – Term and Supply**

Business Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Contact: \_\_\_\_\_

Date: \_\_\_\_\_

Reason(s) for Not Submitting Proposal Response :

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

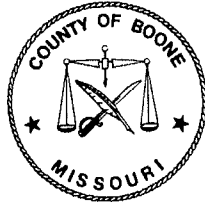
1. Contractor shall comply with all applicable federal, state, and local laws and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.
2. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.
3. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County.
4. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid. The Purchasing Director reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be retained unopened until the new Closing date, or at request of bidder, returned unopened for re-submittal at the new date and time of bid closing.
5. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
6. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
7. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
8. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
9. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
10. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
11. Prices must be as stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
12. No bid transmitted by fax machine or e-mail will be accepted.
13. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
14. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms. The resulting contract will be considered "Non-Exclusive". The County reserves the right to purchase from other vendors.

15. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the *Federal Transit Administration's Best Practices Procurement Manual – Appendix A*. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.
16. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
17. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.
18. For all bid responses over \$25,000, if any manufactured goods or commodities proposed with bid/proposal response are manufactured or produced outside the United States, this MUST be noted on the Bid/Proposal Response Form or a Memo attached.
19. **For all titled vehicles and equipment the dealer must use the actual delivery date to the County on all transfer documents** including the Certificate of Origin (COO,) Manufacturer's Statement of Origin (MSO,) Bill of Sale (BOS,) and Application for Title.
20. **Equipment and serial and model numbers** - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.

Revised 1/17/2018

*End of Document*

# COUNTY OF BOONE - MISSOURI



## REQUEST FOR PROPOSAL FOR EXTRADITION SERVICE TERM AND SUPPLY

**RFP # 13-31AUG18**

*Release Date: 7/31/18*

**Submittal Deadline:  
August 31, 2018  
not later than 2:00 P.M. CST**

Boone County Purchasing  
613 E. Ash Street  
Columbia, Missouri 65201

Liz Palazzolo, Senior Buyer  
Phone: (573) 886-4392 Fax: (573) 886-4390  
E-mail: [lpalazzolo@boonecountymo.org](mailto:lpalazzolo@boonecountymo.org)



## **NOTICE OF REQUEST FOR PROPOSAL**

Boone County is accepting proposals in response to this Request for Proposals (RFP) for the following:

### **RFP #: 16-XXAPR18 - Extradition Services - Term and Supply**

Sealed proposals will be accepted until **2:00 P.M. on August 31, 2018** in the Boone County Purchasing Office, Room 109, located at 613 E. Ash Street, Columbia, MO 65201.

Request for Proposals are available in the Purchasing Office and requests for copies may be made by phone (573) 886-4392; fax (573) 886-4390 or e-mail: [lpalazzolo@boonecountymo.org](mailto:lpalazzolo@boonecountymo.org).

Vendors may obtain further information on the Boone County Web Page at <http://www.showmeboone.com>.

Liz Palazzolo, CPPO, C.P.M.  
Senior Buyer

***Insertion: Tuesday, July 31, 2018***  
***COLUMBIA MISSOURIAN***



## 1. INTRUCTIONS AND GENERAL CONDITIONS

- 1.1 Delivery of Proposals: Sealed proposals, subject to Instructions and General Conditions and any special conditions set forth herein, will be received at the Boone County Purchasing office until the proposal closing date and time indicated herein for furnishing the County with services as detailed in the following request for proposal.
- 1.2 Proposal Closing: All proposals must be **delivered before 2:00 P.M.** Central Time on **August 31, 2018** to:
- Boone County Purchasing Department  
Liz Palazzolo, Senior Buyer  
613 E. Ash Street, Room 109  
Columbia, Missouri 65201-4460
- 1.2.1 The County will not accept any proposals received after 2:00 P.M.  
Late bids may be returned unopened if the vendor requests within ten (10) business days after bid opening. All returns will be made at the vendor's expense.
- 1.3 Sealed Proposals Required: Proposals must be submitted in a sealed envelope identified with the proposal number and date of closing. List the proposal number on the outside of the box or envelope and note "Response to Request for Proposal enclosed." No fax or electronic transmitted proposals will be accepted.
- 1.3.1 If the offeror chooses not to submit a proposal, please return the enclosed *No Bid Response Page* and note the reason.
- 1.4 Copies: The offeror is advised to submit one (1) original proposal, and two (2) copies of the proposal (for a total of three copies), plus an electronic copy of the original proposal on a thumb drive (USB memory stick).
- 1.5 Bid Opening: Proposals will be opened publicly shortly after 2:00 P.M. on August 31, 2018 but only the names of offerors will be read aloud at the proposal opening. Following contract execution or rejection of all proposal responses, all responses will become a part of the public record and will be released to any person or firm who requests access. **Missouri Sunshine Laws:** Due to applicable sunshine laws and regulations concerning public documents (e.g., Section 610.021 RSMo), the County's proposal file becomes part of the public record at time of contract execution or when all proposals have been rejected.

- 1.6 If the offeror has obtained this proposal document from the Boone County Purchasing Web Page or from a source other than the Boone County Purchasing Department, prior to submitting the proposal the offeror is advised to check with the Boone County Purchasing Department in order to ensure that the RFP solicitation package is complete, i.e., the offeror has all addenda and attachments as applicable. ***The Boone County Purchasing Department will not be responsible for providing RFP addenda if the vendor has not been added to the official Vendor list for this Request for Proposal.***
- 1.7 Guideline for Written Questions: ***All questions regarding this Request for Proposal should be submitted in writing, prior to the RFP opening and no later than 5:00 P.M., August 16, 2018*** (which allows enough time to issue an addendum answering the questions). All questions must be mailed, faxed or e-mailed to the attention of Liz Palazzolo. All such questions will be answered in writing, and such answers will be provided to all parties having obtained a Request for Proposal packet by the County by posting the addendum on the County Web site at [www.showmeboone.com](http://www.showmeboone.com) (Select Purchasing, then Current Bid Opportunities). Submit questions to:

Liz Palazzolo, Senior Buyer  
613 E. Ash Street, Room 109  
Columbia, Missouri 65201  
Phone: (573) 886-4392  
Fax: (573) 886-4390  
E-mail: [lpalazzolo@boonecountymo.org](mailto:lpalazzolo@boonecountymo.org)

- 1.8 RFP Addenda: In the event that it becomes necessary to revise any part of this RFP, written addenda will be issued. Any addendum to this RFP is valid only if in writing and issued by the Boone County Purchasing Department. Verbal conversations or agreements with any officer, agent, or employee of the County which modify any terms or obligations of this RFP are invalid.



## 2. INTRODUCTION AND GENERAL INFORMATION

### 2.1 Introduction:

2.1.1 This document constitutes a request for sealed proposals for **Extradition Services - Term and Supply** as set forth herein.

2.1.2 Organization: This document, referred to as a Request for Proposal (RFP), is divided into the following parts:

- 1) Instructions and General Conditions
- 2) Introduction and General Information
- 3) Scope of Work
- 4) Proposal Submission Information
- 5) Vendor Response/Pricing Page(s)
- 6) Certification Regarding Lobbying
- 7) Certification Regarding Debarment
- 8) Work Authorization Certification
- 9) "No Bid" Response Form

2.1.3 Purpose: Boone County, hereafter referred to as "County," proposes to contract with an individual(s) or organization(s), hereinafter referred to as "contractor" for a Term and Supply contract for furnishing extradition services, including interstate and intrastate transportation, including security and control of prisoners while in transit as needed for the Boone County Sheriff's Office as specified in the following requirements. Subcontracting of any services specified herein shall not be acceptable to the County. Any response that includes the use of any subcontractor will not be considered for award.

2.1.4 Scope of Current Extradition Service Contract: The County currently contracts with PTS America, LLC (Boone County contract # 65-23NOV15). PTS America, LLC provides both intrastate and interstate extradition service for the Boone County Sheriff's Office as needed.

- a. In 2017, PTS provided Boone County with extradition service for 35 transports at a total cost of \$22,992.00, or an average of 643 miles each transport trip. In 2018 to date, 12 transports have been performed by PTS for the County. All trips have been interstate, i.e., outside Missouri. Although the County has provided this historical information for the vendor's benefit, the vendor shall understand that this information is historical and non-binding on the County regarding any potential work under a new contract.



2.1.5 Vendors should be aware that extradition involves transporting people of all ages, genders, and mental states, e.g. medicated persons and persons with mental health concerns. Professionalism, effectiveness, and a highly trained staff will be considered essential to the County in finding a company to perform extradition services for the County.



### 3. SCOPE OF WORK:

#### 3.1 General Requirements:

- 3.1.1. The contractor shall perform extradition services for Boone County as specified herein, and in accordance with generally accepted standards applicable thereto and shall comply with all applicable state, federal, and local laws, ordinances, rules, and regulations relating to the services performed hereunder.
- 3.1.2. In delivering extradition services to the County, the contractor must follow current Transport Standards for interstate and intrastate transportation of prisoners and fugitives from justice, specifically the standards and provisions of the Interstate Transportation of Dangerous Criminals Act of 2000, Public Law 106-560, 114 Stat. 2784 (42 U.S.C. 13726 (a)-(c) enacted December 21, 2000 which is incorporated into the contract by reference, and is detailed at:

<https://www.federalregister.gov/documents/2001/12/17/01-30937/establishment-of-minimum-safety-and-security-standards-for-private-companies-that-transport-violent>.

See also the Code of Federal Regulations for the Interstate Transportation of Dangerous Criminals Act of 2000:

<https://www.gpo.gov/fdsys/pkg/CFR-2014-title28-vol2/xml/CFR-2014-title28-vol2-part97.xml>

- 3.1.3. Pursuant to the Motor Carrier Safety Improvement Act of 1999, the contractor shall follow the current provisions of Section 49 Code of Federal Regulations (49 CFR) as published by the Department of Transportation, Federal Motor Carriers Safety Administration, and incorporated into the contract by reference, and as detailed at:
- <https://www.fmcsa.dot.gov/regulations/title49/b/5/3>
- 3.1.4. The contractor shall understand and agree that prisoners shall be transported safely and humanely.
- 3.1.5. At the request of the County, the contractor shall assume custody of prisoners committed to the custody of the County and provide interstate and/or intrastate transportation of said prisoners to and from locations designated by the County.
- a. The contractor shall assume custody of prisoners from authorized agents of the County, at the location of incarceration determined by the parties to be suitable for such purpose, to transport such prisoners to their destination or other specified location. Upon arrival, the contractor shall surrender custody of such prisoners to the County or to the law enforcement agency as designated by the County. The County shall have the right to cancel its pick-up order within twenty-four (24) hours after placing the order. Any other cancellation may be made only with the consent of the contractor.

- b. In assuming custody of prisoners, the contractor shall assume the sole responsibility for security and control of prisoners in a professional manner and in accordance with the County's written policies and procedures. Such policies, procedures, and directives may be promulgated in the future regarding the use of force and the security and control of prisoners. In the event there are no written policies or procedures, the contractor shall follow reasonable and customary operating procedures.
- 3.1.6. The contractor shall immediately report unusual incidents, emergencies, and/or controversial situations that arise in the performance of their services to the County in accordance with the County's directives. For the purpose of definition, "unusual incident, emergency, or controversial situations" shall include but is not necessarily limited to the following: any act of violence by a prisoner or other passengers; any escape or attempted escape of a prisoner, or any other breach of security; any excessive delay in the transportation of a prisoner; any medical condition of a prisoner or other passenger requiring emergency medical treatment; any mechanical failure that would normally require formal reports to the cognizant regulatory agency; and any refusal of law enforcement agencies to release a prisoner to the contractor as authorized or directed by the County.
- 3.1.7 Nonexclusive Contract: The contractor shall understand and agree that the County reserves the right to use the contractor or other contractors or vendors for extradition services as determined on a case by case basis in the best interests of the County.
- 3.2 Scheduling and Timeliness Requirements:**
- 3.2.1. Contact: The contractor shall be available 24 X 7 X 365 and provide a communication system that allows this access to the County.
- 3.2.2. Staffing: The contractor shall have staff available during normal business hours, i.e., 8:00 A.M. through 5:00 P.M. Mondays through Fridays.
- 3.2.3. The contractor shall pick-up and deliver prisoners in a timely manner. The contractor shall travel the most direct route when transporting prisoners for the County.
- 3.2.4. The County shall provide the contractor with a pickup deadline for all prisoners. The contractor shall be fully responsible for ensuring that all prisoners are picked up before the designated pickup deadline. In the event a prisoner is unavailable for pickup due to the contractor's failure to meet the pickup deadline, the County shall be relieved of any and all costs associated with such pickup.
- a. The contractor shall deliver prisoners held in another jurisdiction to the County's facilities within fifteen (15) calendar days from the date of pickup unless the County designates a shorter period of time, delays outside of human control notwithstanding.
  - b. If the contractor is unable to meet a pickup deadline, the County reserves the right to use an alternative contractor.
- 3.2.5. In the event of delays in delivering prisoners to the specified destination, whether or not beyond the contractor's control, including inclement weather or mechanical malfunctions, the contractor shall provide for all prisoner costs related to such delays, including but not limited to food and lodging, but excepting medical costs which shall not be the contractor's responsibility.

**3.3. Refusal and/or Inability to Transport:**

3.3.1 The contractor shall have the right to refuse to transport any individual whose condition or behavior, in the opinion of the driver, would be detrimental or dangerous to the safety of the vehicle or its passengers. In the event the driver refuses to transport any such individual, the County shall be notified immediately, prior to leaving the pick-up location, and there shall be no charge to the County.

3.3.2 If, upon arrival at the holding agency, the contractor learns that the prisoner has a contagious disease that was unknown to the contractor and the County, the contractor shall immediately contact the County for further instructions. If the prisoner is transported, transport shall be made in such a manner as to ensure the wellbeing of all other occupants. If the prisoner cannot be transported, the County shall not be subject to a penalty charge. The contractor shall agree not to place holds on the County's prisoners held in other jurisdictions. Should the contractor or its agent place a hold on a prisoner, in violation of this provision, the contractor shall reimburse the County for the full cost of transport in each such occurrence.

**3.4 Special Needs Transport Requirements:**

3.4.1. In the case of special needs transportation, the contractor's qualifications and equipment will be evaluated by the County on a case by case basis. The County reserves the right to not use the contractor for any specific extradition trip as deemed most appropriate by the County.

3.3.2. The contractor must ensure that female staff will be used any time female inmates are in the contractor's custody except for short periods necessary for female staff to join the transportation staff team while in-route.

**3.5 Contractor Qualifications:**

3.5.1. The contractor must meet the following minimum requirements for the duration of the contract:

- a. The contractor shall have in place and operational a ground transportation system that operates seven (7) days per week, three hundred sixty-five (365) days per year, twenty-four (24) hours per day.
- b. Upon request of the County, the contractor shall provide a copy of the current certificate issued by the Interstate Commerce Commission, which gives the contractor authority to operate as a common carrier.
- c. Upon request of the County, the contractor shall provide documentation that shows that each transportation agent has received complete training in all phases of prisoner transport, and is properly licensed in accordance with all state and federal requirements for handling prisoners.
- d. The contractor shall provide a twenty-four (24) hour, seven (7) days per week, communication system for the County's use with access to contractor decision makers.

**3.6 Contractor Personnel Requirements for Transport Agents Requirements:**

3.6.1. The contractor shall complete an evaluation of potential employees who will be transport agents assigned to County extraditions and only assign qualified candidates with unquestionable backgrounds. Choice of a qualified candidate shall include but not be

limited to evaluation of the candidate's driving history, criminal history/background check, and drug testing.

3.6.2. The contractor shall adopt employment criteria that current employees will be terminated, and new personnel will not be hired, if a criminal record is located for any of the following offenses:

- a. All felony offenses unless pardoned of the offense, if the pardon is expressly granted for subsequent proof of innocence;
- b. Misdemeanor offenses that fall into the following categories:
  - i. Convicted of driving while intoxicated, either alcohol or drugs, within the past two (2) years;
  - ii. Thefts or crimes against persons that resulted in jail time or probated jail time within the past two (2) years.
- c. Drug Offenses:
  - i. Manufacture or sale of any illegal drug or controlled substance;
  - ii. Drug use: marijuana-no usage within the past two (2) years, felony drug no usage.
- d. Felony or misdemeanor convictions for the following offenses:
  - i. Public lewdness;
  - ii. Indecent exposure;
  - iii. Perjury;
  - iv. Tampering with a governmental record;
  - v. Impersonating a public servant;
  - vi. Permitting or facilitating an escape;
  - vii. Violations of the rights of a prisoner.

3.6.3. Transporting agents shall receive complete training in all phases of short and long-distance prisoner transport, applicable laws, prisoner care, custody and control, self-defense, CPR, first aid, cross-gender supervision, and weapons training.

- a. The contractor shall require a minimum one-hundred (100) hours of classroom instruction to ensure the above requirements are met.

3.6.4. Transporting agents shall be paid wages not less than that required by any applicable state and federal requirements.

3.6.5. Transporting agents shall be properly licensed in accordance with all applicable state and federal requirements.

3.6.6. Transporting agents shall have appropriate identification with descriptive information and picture on their person which clearly identifies him/her as transporting agents for the contractor's transportation company.

3.6.7. The contractor shall provide a list of names, ID card numbers, and signatures of transporting agents authorized to receive custody of prisoners on the County's behalf. The contractor shall be responsible for providing prompt updates of said information to

the County. The contractor shall furnish any and all documentation regarding the certification or registration of its transport agents to the County upon request.

- 3.6.9. Employee Credentials and Training: All employees of the contractor involved in the pick-up and transportation of prisoners shall have a police and/or corrections background, or have successfully completed a training program which focused on the proper use of restraining devices, self-defense, etc., necessary to perform the duties specified herein.
- 3.6.10. Identification of Employees: All employees of the contractor involved in the pick-up and transport of prisoners shall be required to dress in a professional manner. The employees shall be required to wear a uniform bearing the company logo. Street/casual clothes (i.e. jeans, t-shirts with popular printed material, sandals, 'flip-flops', etc.) shall not be acceptable. If the contractor's employees do not wear proper attire, the holding authority may not release the prisoner(s), and the contractor shall not be compensated for the trip.
  - a. All employees of the contractor involved in the pick-up and transportation of prisoners shall carry an ID that indicates information including, but not limited to, the company name, employee name, photo, etc. This ID must be presented and/or displayed properly when requested by the holding agency prior to the release of any prisoner.

### **3.7 Transportation Planning with the County Requirement:**

- 3.7.1. The contractor shall provide twenty-four (24) hour coverage to help facilitate the planning and operations of service to the County and other law enforcement agencies. The contractor's staff shall be available by telephone twenty-four (24) hours a day, 365 days a year. All prisoner transportation shall be pre-planned in order to achieve the highest levels of efficiency, professionalism, and safety. Some of the important issues involved in the planning process shall include prisoner pick-up and delivery deadlines, prisoner classification, travel routes, appropriate check points, medication needs, feeding, rest stops, and housing requirements. The contractor shall have written contingency plans in place in the event of a medical problem, accident, or prisoner escape.

### **3.8. Transportation Preparation and Documentation Requirements:**

- 3.8.1. The contractor shall have ready-to-use forms that provide appropriate documentation regarding prisoner transport, including written authority to transport prisoner (i.e. Prisoner Receipt, Property Receipt, Prisoner Medical/Medication Information, Prisoner Activities such as meals, rest stops, stretch breaks, and rest overnight-RON); the forms shall be delivered with the prisoner.
- 3.8.2. Transporting agents shall know the prisoners they are transporting including but not limited to, the prisoner's custody level, propensity for violence, physical or mental handicap (if any), advanced age, language barrier, or if considered a special or high notoriety case.
- 3.8.3. Transporting agents shall carry fingerprints and a photo of each prisoner being transported.
- 3.8.4. The contractor shall establish check points or call-in times. Transport agents shall use a secure phone line for reporting and receiving orders.
- 3.8.5. The contractor must give the releasing law enforcement agency a minimum of one (1) work day notice prior to the contractor taking custody of a prisoner, unless a lesser time frame has been mutually agreed upon.

- a. The contractor shall determine if a status change of the prisoner has occurred. In the event a status change has occurred, thereby causing the transport to be cancelled, the contractor must contact the County immediately. The contractor shall agree that there will be no charge to the County in this event.
- 3.8.6. Appropriate documentation including written authority to transport the prisoner shall be in the possession of the transporting agents in order to support transport of the prisoner as well as in-route housing.
- 3.8.7. Meal stops shall be selected at random to avoid the possibility of a pre-planned escape attempt or rescue.
- 3.8.8. Each vehicle shall carry a copy of a formal confidential contingency plan covering medical problems, escapes, accidents, or other incidents.
- 3.8.9. The contractor shall immediately notify the designated County contact person of medical problems, escape, accident, or other incidents as outlined in the contingency plan. If immediate notification is not possible, the information shall be provided at the earliest possible time.
- 3.8.10. For prisoners traveling interstate, the County shall be notified the day transporting agents take custody of a prisoner and the County shall be notified when the prisoner arrives at the destination. The County shall also be notified promptly of any delays.

**3.9 Prisoner Transportation Requirements:**

- 3.9.1. Prisoners shall be given an eight (8) hour rest period within any twenty-four (24) hour period. In-transit time shall not exceed sixteen (16) hours per day on average. No prisoner shall travel more than 24 hours without receiving housing. Housing shall be provided to the prisoner, with the opportunity to receive proper rest, shower, and meet other hygienic needs.
- 3.9.2. Blankets shall be carried and provided to the prisoner upon request, if the route and conditions warrant.
- 3.9.3. Prisoners traveling interstate shall travel a minimum of 250 straight-line miles each day from point of departure to point of destination.
- 3.9.4. Prisoners shall be fed three (3) meals within a twenty-four (24) hour period.

**3.10 Vehicles Requirements:**

- 3.10.1. Vehicles shall conform to all appropriate regulations and shall be serviced regularly and maintained in optimum operating condition.
- 3.10.2. Vehicles shall be properly licensed in accordance with all applicable state and federal regulations.
- 3.10.3. Vehicles shall be configured to separate transporting agents and prisoners, and to separate male prisoners from female prisoners.
- 3.10.4. Prisoners shall not be able to open doors and windows from inside the prisoner compartment.
- 3.10.5. Transporting vehicles shall be equipped with a cellular telephone capable of operation anywhere the contractor operates.
- 3.10.6. Vehicle separation systems shall have at minimum two (2) separate compartments.

- 3.10.7. Vehicles shall have an operating air-conditioner and heater suitable for the entire vehicle.
- 3.10.8. Vehicles shall be serviced on a prescribed schedule in accordance with accepted business standards.
- 3.10.9. Vehicles shall carry safety equipment such as first aid kits, fire extinguisher, safety triangles, etc.
- 3.10.10. Vehicles shall be equipped at minimum with vehicle equipment and supplies that enable continued travel such as spare tires, jacks, lug wrenches, etc.
- 3.10.11. Vehicles shall be equipped with sufficient storage to secure personal property of prisoners being transported.
- 3.10.12. Vehicles shall be clean inside and out at all times.
- 3.10.13. A vehicle shall not be in operation if it has sustained body damage that would impair the safe operation of the vehicle.

**3.11 Restraint Equipment Requirements:**

- 3.11.1. Handcuffs and leg irons shall be manufactured to meet full compliance with current National Institute of Justice (NIJ) standards addressing at minimum but not necessarily limited to marking, workmanship, mechanical strength, and tamper resistance.
- 3.11.2. Appropriate restraint equipment shall be available to restrain prisoners during transport. The vehicle shall be equipped at minimum with handcuffs, Martin (restraint) chairs, and leg irons for each prisoner on board. Additionally, two (2) handcuff covers (black boxes) and one (1) hinged cuff shall be available and on-board.
- 3.11.3. Prisoners shall not be secured to any part of the transporting vehicle.
- 3.11.4. Transportation agents shall be trained in the use and prohibited uses, of restraining devices. The practice of “hog-tying” (i.e., the restraint of the ankles and wrists while being tied together behind the back) shall be strictly prohibited at all times.

**3.12 Transport Agent and Transport Protocol Requirements:**

- 3.12.1. The contractor shall understand and agree that transporting agents shall be legally responsible for prisoners under their care and control.
- 3.12.2. Ground Travel: A minimum of two (2) transporting agents shall be used when transporting prisoners by ground.
- 3.12.3. Air Travel: A minimum of one (1) transporting agent shall be used when transporting by air unless otherwise stipulated by the airline or the County. The transportation agent shall be of the same gender as the prisoner.
- 3.12.3. Initial Custody: A full body strip search shall be conducted when taking initial custody and all personal items shall be removed from the prisoner.
- 3.12.4. Prisoners shall be positively physically identified prior to transportation agents assuming custody and removing them from the holding agency.
- 3.12.5. A strip search of prisoners shall be completed prior to being transported. A pat search is appropriate at any time. A transporting agent of the same gender as the prisoner shall conduct searches.



- 3.12.6. Vehicles shall be thoroughly searched prior to placing prisoners therein. If at any time the vehicle is out of sight of the transporting agents, the vehicle shall be searched prior to resuming the trip.
- 3.12.7. Prisoners shall be properly placed and segregated within the transporting vehicle.
- 3.12.8. While being transported, prisoners shall remain under observation at all times. It is advantageous to keep prisoners who are being transported separated from all other prisoners when being housed overnight. Efforts shall be made to prevent the use of phones or any communication with anyone outside the place of temporary custody.
- 3.12.9. Prisoners shall be allowed to bathe at in-route housing locations.
- 3.12.10. Property transported shall be inventoried and signed-for by both the prisoner and the transporting agent.
- 3.12.11. Personal property shall be securely stored and inaccessible to prisoners.
- 3.12.12. Prisoners shall not be permitted to communicate with persons other than transporting agents. Prisoners in-route are prohibited from using phones at in-route housing locations.
- 3.12.13. Food shall be brought to the transportation vehicle when stopping for meals.
- 3.12.14. Special requests by prisoners shall not be honored unless related to the prisoner's health or safety. In responding to a health and safety request, transporting agents shall use the utmost caution to maintain and protect the confidentiality of their response plan.
- 3.12.15. When in-route housing is required, prisoners shall be lodged in secure and adequate jail facilities, and local jail staff shall be advised by the transport agent of each prisoner's escape potential, security threat such as gang affiliation, disruptive behavior, or if the prisoner is considered a "high-profile" offender. Whenever possible, prisoners in-route shall be separated from the local jail facility's general population.
- 3.12.16. Records shall be maintained noting pick-up date/time and location, delivery date/time and location along with transporting agents' signatures of extradition oath for each prisoner transported.
- 3.12.17. Transporting agents shall keep an activity log that is updated continually throughout the trip by current entries.
- 3.12.18. The contractor's transporting agent shall verify the identity of the person(s) to whom custody is transferred.

### **3.13 Vehicle Safety Requirements:**

- 3.13.1 The transport agent shall immediately report all vehicle accidents to the contractor's home office as well as to the County-designated representative. The contractor shall furnish the County with a copy of any official accident investigation report(s) generated by the local police agency, and a copy of any internal investigation reports related to any accident involving a Boone County extradition the contractor performs.
- 3.13.2. Vehicle repairs in-transit shall be completed before the trip continues.
- 3.13.3. Prisoner injuries shall be reported to the contractor's office and to the County.
- 3.13.4. Trip audits shall be completed on the transporting agent's activity log(s) to assure compliance with operating standards.

- 3.13.5. The contractor's transport agents shall observe posted speed limits; rates of speed above posted limits shall not be permitted. All traffic laws must be observed by the contractor's transport agents. All traffic citations shall be reported to the contractor's office, and the County notified.

**3.14 Escapes Requirements:**

- 3.14.1. All escapes shall be reported immediately to local law enforcement at the scene, to the contractor's office, and to the Boone County Sheriff's Office.

**3.15 Invoicing and Payments:**

- 3.15.1 The contractor shall invoice and be paid in accordance with firm, fixed per mile prices, fees, and discounts shown on the Vendor Response and Pricing Pages of the contract. The contractor shall submit an itemized invoice to the Boone County Sheriff's Department upon completion of an extradition trip.
- 3.15.2 The contractor shall charge the minimum trip price only in the event that actual total mileage does not aggregate to an amount equal to the stated minimum trip price.
- 3.15.3 The Limited Service Area Pick-Up Fee must only be charged when the extradition trip involves travel to/from the following states: Washington, Oregon, Idaho, Montana, Wyoming, North Dakota, South Dakota, and Maine. This fee may be charged in addition to actual mileage.
- 3.15.4. In the event the prisoner is unavailable, due to the fault of the County, the County shall be responsible for the costs incurred which are directly attributed to the trip to the facility, but no more than 50% of the original trip cost. In the event the contractor fails to contact the holding facility twelve (12) hours prior to arrival, the County shall be relieved of any and all costs associated with such pickup if upon arrival the prisoner is unavailable. In any case, the County shall not be subject to a penalty charge.
- 3.15.5 In the event the contractor has quoted a discount for line item 5.5, that discount shall be applied to the total invoiced price and then subtracted from the total invoice price; the County shall pay the contractor the resulting discounted amount.

**3.16 Other General Contract Requirements:**

- 3.16.1 Insurance Requirements: The contractor shall not commence work under the contract until the contractor has obtained all insurance required under this paragraph and the Certificate of Insurance has been approved by the County; nor shall the contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of the subcontractor has been so obtained and approved. All policies shall be in amounts, form and companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide. Insurance limits indicated below may be lowered at the discretion of the County.
- a. Employers Liability and Workers Compensation Insurance: The contractor shall take out and maintain during the life of the contract, **Employers Liability and Workers Compensation Insurance** for all of its employees employed at the site of work, and in case any work is sublet, the contractor shall require the subcontractor similarly to provide Workers Compensation Insurance for all of the

latter's employees unless such employees are covered by the protection afforded by the contractor. Workers Compensation coverage shall meet Missouri statutory limits. Employers Liability limits shall be \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit. In case any class of employees engaged in hazardous work under the contract at the site of the work is not protected under the Workers Compensation Statute, the contractor shall provide and shall cause each subcontractor to provide Employers Liability Insurance for the protection of their employees not otherwise protected.

- b. Commercial General Liability Insurance: The contractor shall take out and maintain during the life of the contract, such commercial general liability insurance as shall protect it and any subcontractor performing work covered by the contract, from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under the contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$3,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Commercial General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.
- c. The contractor may satisfy the minimum liability limits required for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. **The contractor shall agree to endorse the County as an Additional Insured on the umbrella or Excess Liability, unless the Certificate of Insurance state the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.**
- d. Business Automobile Liability: The contractor shall maintain during the life of the contract, automobile liability insurance in the amount of not less than \$3,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; non-owned and both on and off the site of work.
- e. Subcontractors: The contractor shall cause each subcontractor to purchase and maintain insurance of the types and amounts specified herein. Limits of such coverage may be reduced only upon written agreement of County. The contractor shall provide to the County copies of certificates of insurance evidencing coverage for each subcontractor. The subcontractors' commercial general liability and business automobile liability insurance shall name the County as an Additional Insured and have the Waiver of Subrogation endorsements added.

- f. Proof of Carriage of Insurance: The contractor shall furnish the County with Certificate(s) of Insurance which name the County as an additional insured in an amount as required in the contract. The Certificate of Insurance shall provide that there will be no cancellation, non-renewal or reduction of coverage without thirty (30) calendar days prior written notice to the County. In addition, such insurance shall be on an occurrence basis and shall remain in effect until such time as the County has made final acceptance of the services provided.
- g. Indemnity Agreement: To the fullest extent permitted by law, the contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of the contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with the contractor or a subcontract for part of the services), of anyone directly or indirectly employed by the contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require the contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.
- h. Nothing in these requirements shall be construed as a waiver of any governmental immunity of the County, its officials nor any of its employees in the course of their official duties.
- i. Failure to maintain the required insurance in force may be cause for contract termination. In the event the Agency/Service fails to maintain and keep in force the required insurance or to obtain coverage from its subcontractors, the County shall have the right to cancel and terminate the contract without notice.

**Certificate Holder address:**

County of Boone, Missouri  
C/O Purchasing Department  
613 E. Ash Street  
Columbia, MO 65201

- 3.16.2 Contract Terms and Conditions: The contractor must be prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this agreement or its rights, title or interest therein, or its power to execute such agreement to any other person, company or corporation without the prior consent and approval in writing by the County.
- 3.16.3 Contract Period: The initial contract period shall run **January 1, 2019 through December 31, 2019**. The contract shall have four (4), one (1)-year renewal periods, or any portion thereof, following the completion of the initial/original contract term. After the completion of the final renewal term, the contract will

continue on a month-to-month basis until either party terminates the contract by providing the other party with thirty (30) calendar days prior written notice.

- 3.16.4 Cancellation Agreement: The County reserves the right to cancel the contract without cause by giving not less than thirty (30) calendar days prior notice to the contractor in writing of the intention to cancel, or with cause, if at any time the contractor fails to fulfill or abide by any of the terms or conditions specified. Failure of the contractor to comply with any of the provisions of the contract may be considered a material breach of contract and must be cause for immediate termination of the contract at the discretion of Boone County. Boone County may allow the contractor reasonable opportunity to cure material breach, but is not required to do so.
- 3.16.5 Fiscal Non-Funding Clause: In the event sufficient budgeted funds are not available for a new fiscal period, the County must notify the provider of such occurrence and the contract must terminate on the last day of the current fiscal period without penalty or expense to the County.
- 3.16.6 Estimated Usage: All orders will be placed by the County on an “as needed” basis. The services specified herein are estimates based on past usage and anticipated future requirements and as such, do not constitute a guarantee on the part of the County.
- 3.16.7 Pricing: The contract will be awarded on a firm, fixed price basis for the entirety of the initial/original contract period. Prices are subject to adjustment only upon renewal of the contract period, subject to quotations on the Vendor Response Page for the specific renewal period; adjusted pricing must be effective on the renewal date and must remain firm through the entirety of the specific renewal period.
- a. Price Increase: It shall be the responsibility of the contractor to notify the County sixty (60) calendar days prior to the end of the current contract period of any pending price increase which will take effect at the beginning of the ensuing renewal period.
  - b. If the option for renewal is exercised by the County, the contractor must agree that the prices for the renewal period must not exceed the maximum percent of increase for the applicable renewal period stated on the Vendor Response Pages of the contract.
  - c. If renewal percentages are not provided, then prices for the renewal period(s) shall be the same as during the initial/original contract period. All pricing adjustments shall be calculated using the initial/original pricing.
- 3.16.8 Confidentiality: The contractor must be responsible for maintaining the confidentiality of the County records and data, which cannot be sold, shared or otherwise disclosed to other companies or individuals without written permission from the County Employee Benefits Plan officials.



#### 4. PROPOSAL SUBMISSION INFORMATION

##### 4.1. SUBMISSION OF PROPOSALS:

4.1.1 When submitting a proposal, the offeror should include the **original and two (2) copies for a total of three (3) copies. The offeror should also include an electronic copy of the proposal on a removable storage drive.**

a. The offeror must submit the proposal to:

Boone County Purchasing Department  
Attn: Liz Palazzolo, Senior Buyer  
613 E. Ash Street, Room 109  
Columbia, MO 65201

b. The proposals must be delivered no later than **2:00 P.M. on August 31, 2018**. Proposals will not be accepted after this date and time.

4.1.2 **Terms and Conditions:** The offeror agrees that by submitting an offer, Boone County's Terms and Conditions as incorporated herein must become part of the contract, and in the event of conflict between any terms the offeror submits, the terms and conditions of the County must govern.

##### 4.2 ORGANIZATION OF PROPOSAL:

4.2.1 To facilitate the evaluation process, the offeror is encouraged to organize their proposal into distinctive sections that correspond with the individual evaluation categories described herein.

a. Each distinctive section should be titled with each individual evaluation category and all material related to that category should be included therein.

b. The signed response page from the original RFP and all signed amendments should be placed at the beginning of the proposal.

c. The offeror is advised that the proposal should, at a minimum, address all mandatory and desired services, equipment, materials, etc. Responses will fully describe how the service will be performed and what hardware/software (if any) is required at the County to access the service.

4.2.2 The offeror is cautioned that it is the offeror's sole responsibility to submit information related to the evaluation categories, and that the County is under

no obligation to solicit such information if it is not included with the proposal. The offeror's failure to submit such information may cause an adverse impact on the evaluation of the proposal. Any offeror whose responses deviate from the outlined specifications may automatically be disqualified.

#### **4.3 OFFEROR'S CONTACTS WITH PURCHASING:**

4.3.1 Offeror's Contacts: Offerors and their agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFP, the evaluation, etc. to the buyer of record indicated on the first page of this RFP. Offerors and their agents may not contact any County employee other than the buyer of record regarding any of these matters during the solicitation and evaluation process. Inappropriate contacts are grounds for suspension and/or exclusion from specific procurements. Offerors and their agents who have questions regarding this matter should contact the buyer of record.

#### **4.4 VALIDITY OF PROPOSAL RESPONSE:**

4.4.1 Offerors must agree that proposals must remain firm for a period of ninety (90) calendar days after the date specified for the return of proposals.

#### **4.5 EVALUATION OF PROPOSALS**

4.5.1 Evaluation and Award Process: After determining a responsible offeror and a responsive proposal through the determination that the proposal satisfies the mandatory requirements stated in the Request for Proposal, the evaluator(s) must use both objective analysis and subjective judgment in conducting a comparative assessment of the proposal. The evaluation will include an assessment of cost, the offeror's experience, expertise and reliability, proposed methodology, and contractor support.

4.5.2 In order to conduct an evaluation of proposals, the vendor is advised to complete the Vendor Response Page, all parts, and to return the completed pages with the vendor's proposal. Failure to provide information necessary to evaluate the vendor's response may render the proposal incapable of award consideration. The County is not obligated to obtain information necessary for evaluation from the vendor. When evaluating responses, the County reserves the right to consider relevant information and fact, whether gained from the response, from a vendor, from the vendor's references, or from any other source.

4.5.3 After an initial evaluation process, a question and answer interview may be conducted with the offeror, if deemed necessary by the County. In addition, the offeror may be asked to make an oral presentation of their proposal to the evaluation team at a designated Boone County location. Attendance cost must be at the offeror's expense. All arrangements and scheduling will be coordinated by the County.



4.5.4 Competitive Negotiation of Proposals: The offeror is advised that under the provisions of this Request for Proposal, the County reserves the right to conduct negotiations of the proposals received or to award a contract without negotiations. If such negotiations are conducted, the following conditions must apply:

- a. Negotiations may be conducted in person, in writing, or by telephone.
- b. Negotiations will only be conducted with potentially acceptable proposals. The County reserves the right to limit negotiations to those proposals, which received the highest rankings during the initial evaluation phase.
- c. Terms, conditions, prices, methodology, or other features of the offeror's proposal may be subject to negotiation and subsequent revision. As part of the negotiations, the offeror may be required to submit supporting financial, pricing and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the proposal.
- d. The mandatory requirements of the Request for Proposal must not be negotiable and must remain unchanged unless the County determines that a change in such requirements is in the best interest of the entities.

4.5.5 Evaluation of the Vendor's Experience, Expertise and Reliability: Experience, expertise, and reliability of the offeror's organization are considered subjectively in the evaluation process. Therefore, the offeror is advised to submit any information, which documents successful and reliable experience in past performances, especially those performances related to the requirements of this RFP, and outlines the expertise of key personnel who will be assigned tasks to perform for Boone County.

- a. Qualifications Statement/References/Certifications/Licenses: The offeror should provide the following information related to previous and current services/contracts performed by the Offeror's organization and any proposed subcontractors which are similar to the requirements of this RFP.
- b. State the names and capacity of the professional staff assigned to work on the County account and a brief resume of their background, experience and include any certifications. Indicate professional staff training history. Indicate professional staff experience. The proposal should also include how the professional personnel will operate organizationally and the name and the title of the person who will direct the work.
- c. Name other businesses or preferably any government agencies/municipalities for which the vendor has provided similar services in the last three (3) years and provide a current contact name, email address and phone number for each account.
- d. The offeror should submit a copy of all licenses, certifications, accreditation, and/or permits, which may be required by state, federal, and/or local law, statute, or regulation in the course of conduct of the



offeror's business. If not submitted with the proposal, the County reserves the right to request and obtain a copy of any license or certification required to perform the defined services prior to contract award.

4.5.6 Evaluation of the Vendor's Proposed Method of Performance and Sample Inspection: Proposals will be subjectively evaluated based on the offeror's distinctive plan for performing the requirements of the RFP. Therefore, the offeror should present a written narrative, which demonstrates the method or manner in which the offeror proposes to satisfy these requirements. The language of the narrative should be straightforward and limited to facts, solutions to problems, and plans of action. The County will be evaluating the offeror's adherence to mandatory performance requirements as well as other features of the offeror's proposed approach to performing the work described herein.

- a. Offerors are cautioned about the use of specific words in the RFP. Where the words "must" or "must" are used, they signify a required minimum function of system capacity that will heavily impact the offeror's final response rating. Where the words "should," "may" or "desired" are used, they signify that the feature or capacity is desirable but not mandatory; therefore, the specifications in question will possess minimal impact on the offeror's final response rating.
- b. The method by which the proposed method of performance is written will be left to the discretion of the offeror. However, the offeror should address each specific paragraph and subparagraph of the specifications by paragraph and page number as an item for discussion. Immediately below these numbers, write descriptions of how, when, by whom, with what, to what degree, why, where, etc, the requirements will be satisfied.

4.5.7 Rejection / Withdrawal of Proposals Response:

- a. Rejection of Proposals: The right is reserved by the County at its discretion to reject any or all proposals or parts thereof. The County reserves the right to waive defects or informalities, to negotiate with offerors and to accept the proposal deemed to be in the best interest of the County.
- b. Withdrawal of Proposals: Proposals may be withdrawn on written request from the offeror at the address shown in the solicitation prior to the time of acceptance.
- c. Negligence on the part of the offeror in preparing the proposal confers no right of withdrawal after the time fixed for the acceptance of the proposals.



5. VENDOR RESPONSE AND PRICING PAGES

In compliance with this Request for Proposal and subject to all the conditions thereof, the offeror agrees to furnish the services/equipment/supplies requested and proposed and certifies he/she has read, understands, and agrees to all terms, conditions, and requirements of this proposal and is authorized to contract on behalf of the firm named below. (Note: This form must be signed. All signatures must be original and not photocopies).

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Federal Tax ID (or Social Security #): \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**NOTE:** The offeror must clearly state in writing any restrictions or deviations from specifications and requirements stated herein. In the absence of such statement, the County will assume that all items/services offered are in strict compliance with specifications stated in the RFP, including all technical and cost requirements, terms and conditions. The vendor must agree that the proposal if selected for award by the County will be included as part of the final contract with the County.

**Cooperative Procurement:** The vendor should indicate by checking "Yes" or "No" in the indicated space if the vendor will honor the submitted prices and terms for purchase by other entities in Boone County that participate in cooperative purchasing with Boone County, Missouri?

\_\_\_\_\_ Yes          \_\_\_\_\_ No

*(Continued on next page)*

**5.1. PRICING:**

The vendor must submit a firm, fixed price below for all identified line items. No other pricing will be paid by the County – therefore the pricing below must cover all costs of providing extradition service as specified herein.

<u>LINE ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>
5.1.	Firm, fixed price per mile – Adult Prisoner	\$ _____/mile
5.2.	Firm, fixed price per mile – Juvenile Prisoner	\$ _____/mile
5.3.	Firm, fixed minimum price for trip	\$ _____/Trip Minimum Price
5.4.	Limited Service Area Pick-Up Fee, firm and fixed	\$ _____/Pick- up – Limited Service Area
5.5	Discount if more than one prisoner per pick-up/drop-off location at same time.	_____ %

**5.6 Renewal Options – applies to all line items with the exception of the discount**

The County must have the sole option to renew the contract in one-year increments, or any portion thereof, for a total accumulated period of four (4) additional years following the initial term. If the options are exercised, pricing must be the same as quoted for the initial contract period subject to the specific percentage of price adjustment quoted below for the applicable renewal contract period. Prices for the renewal period must not exceed the maximum percent of increase for the applicable renewal period stated on the Pricing Page of the contract.

The vendor must respond with a firm, fixed percentage of increase or decrease. Do not quote BOTH a Maximum Increase and a Minimum Decrease – quote one or the other. Statements such as "a percentage of the then-current price" or "consumer price index" are NOT ACCEPTABLE i.e., reference to a CPI adjustment shall be deemed unacceptable.

If a percentage is “0%” or is not proposed (i.e., left blank), the County must have the right to execute the option at the same price(s) proposed for the initial contract period.

In conducting the cost evaluation, Boone County will evaluate pricing that

determines the potential maximum financial liability to the County.

**All percentages must be applied to the firm pricing quoted for the initial contract period.** The offeror is cautioned that percentages that are the same value for successive renewal options must be calculated against original, not compounded, pricing.

**5.6.1 Renewal Option Percentage Price Adjustment**

**1<sup>st</sup> Renewal Period: January 1, 2020 – December 31, 2020**

\_\_\_\_\_ %  
Applied to original bid pricing  
Vendor must identify below by checking appropriately as an INCREASE  
OR DECREASE: Maximum Increase: \_\_\_\_\_  
OR Minimum Decrease: \_\_\_\_\_

**5.6.2 Renewal Option Percentage Price Adjustment**

**2<sup>nd</sup> Renewal Period: January 1, 2021 – December 31, 2021**

\_\_\_\_\_ %  
Applied to original bid pricing  
Vendor must identify below by checking appropriately as an INCREASE  
OR DECREASE: Maximum Increase: \_\_\_\_\_  
OR Minimum Decrease: \_\_\_\_\_

**5.6.3 Renewal Option Percentage Price Adjustment**

**3<sup>rd</sup> Renewal Period: January 1, 2022 – December 31, 2022**

\_\_\_\_\_ %  
Applied to original bid pricing  
Vendor must identify below by checking appropriately as an INCREASE  
OR DECREASE: Maximum Increase: \_\_\_\_\_  
OR Minimum Decrease: \_\_\_\_\_

**5.6.4 Renewal Option Percentage Price Adjustment**

**4<sup>th</sup> Renewal Period: January 1, 2023 – December 31, 2023**

\_\_\_\_\_ %  
Applied to original bid pricing  
Vendor must identify below by checking appropriately as an INCREASE  
OR DECREASE: Maximum Increase: \_\_\_\_\_  
OR Minimum Decrease: \_\_\_\_\_

**5.7 Vendor's Experience, Expertise and Reliability:**

The evaluation of the vendor's proposed experience, expertise, and reliability must be subjective based on the ability of the vendor to perform the requirements stated herein. Therefore, the vendor should present detailed information regarding their experience and reliability. The following information should be provided by the vendor in order to assist Boone County in evaluation of the vendor's experience and reliability. The

County reserves the right to use this information, including information gained from any other source, in the evaluation process.

Failure to submit requested information may negatively impact the evaluation of the proposal. The County is under no obligation to obtain information from the vendor not submitted with the proposal that may impact the subjective evaluation of the vendor's proposal.

5.8

**Company History:**

The RFP requires that the vendor have been in the business of transporting prisoners interstate and intrastate for a minimum of three (3) years, and that the vendor is currently in the same business.

Please circle "yes" or "no" as applicable to address the 3-year requirement:

Yes                      OR                      No

The vendor should describe in the available space the company's background in provision of extradition services, e.g., when the company was founded, how long the company has been serving the national and Missouri market, etc:

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5.9

**Professional Standards**

Describe all professional organizations and standards the vendor adopts and integrates into provision of extradition services, such as the American Correctional Association, [www.aca.org](http://www.aca.org):

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5.10

**Vendor's References:**

Provide at least five (5) references for whom the vendor has performed extradition services for in the past twelve (12) months:

• **Reference 1**

Company/Entity Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Contact's Title: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_

Telephone Number and Area Code: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Description of Equipment/Services Furnished: \_\_\_\_\_

Availability of Reference: \_\_\_\_\_

\_\_\_\_\_

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• **Reference 2**

Company/Entity Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Contact's Title: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_

Telephone Number and Area Code: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Description of Equipment/Services Furnished: \_\_\_\_\_

Availability of Reference: \_\_\_\_\_

\_\_\_\_\_

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• **Reference 3**

Company/Entity Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Contact's Title: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_

Telephone Number and Area Code: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Description of Equipment Furnished: \_\_\_\_\_

Availability of Reference: \_\_\_\_\_

\_\_\_\_\_

• **Reference 4**

Company/Entity Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Contact's Title: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_

Telephone Number and Area Code: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Description of Equipment Furnished: \_\_\_\_\_

Availability of Reference: \_\_\_\_\_

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• **Reference 5**

Company/Entity Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Contact's Title: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_

Telephone Number and Area Code: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Description of Equipment Furnished: \_\_\_\_\_

Availability of Reference: \_\_\_\_\_

**5.11**

**Personnel Expertise Summary:**

Expertise of **key personnel** who will be assigned tasks as defined herein will be considered in the subjective evaluation of proposals. The vendor should identify the names and provide a brief description of the background, including educational degrees and certifications, of key personnel who will be assigned to perform computer output to microfilm services. Identify the title the staff person will be assigned under the prospective contract and emphasize the expertise the person brings for consideration.

All employees who will be assigned to pick-up and transport prisoners must have a police and/or corrections background, or have successfully completed a training program which focused on the proper use of restraining devices, self-defense, etc., necessary to perform the duties specified herein. The offeror is strongly advised to clearly describe this detail in their proposal regarding personnel who will be assigned to pick-up and transport prisoners.

Organizational Chart - In addition, the vendor should provide an organizational chart showing the staffing and lines of authority for the key personnel to be used. The organizational chart should include (1) The relationship of service personnel to management and support personnel, (2) The names of the personnel and the working titles of each, and (3) Any proposed subcontractors including management, supervisory, and other key personnel. The organizational chart should outline the team proposed for this project and the relationship of those team members to each other and to the management structure of the vendor's organization.

(Also attach resumes for key personnel)

Personnel	Background and Expertise of Personnel
1. _____ (Name)  _____ (Title)	
2. _____ (Name)  _____ (Title)	
3. _____ (Name)  _____ (Title)	
4. _____ (Name)  _____ (Title)	

**5.12 Transport Agent Training and Licensing Documentation:**

*The offeror should provide the following requested documentation and include it with the proposal:*

A. Provide documentation to show that each transportation agent has received complete training in all phases of prisoner transport, and is properly licensed in accordance with all state and federal requirements for handling prisoners.

B. Transport Agent training materials (include with the proposal).

C. Address what kinds of licensure the vendor requires of its professional drivers (e.g., CDL's):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



D. What employee rules does the vendor have in place to ensure its drivers meet all required levels of preparedness and safety especially related to transporting inmates:

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**5.13 Performance Methodology:**

*The offeror should provide the following requested documentation and complete the following regarding the proposed approach to performing extradition services, and include in the vendor's proposal.*

A. Provide a copy of the vendor's certificate issued by the Interstate Commerce Commission/US DOT number that gives authority to operate as a common carrier.

B. Description of Vendor's Ground Transportation Fleet:

The vendor should describe the vendor's fleet of vehicles that will be used to deliver extradition services to the County. Describe below or attach a list identifying the make/model, age, GVWR, and passenger capacity of vehicles that will be used to transport prisoners for the County.

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C. Address the vendor's USDOT compliance documentation, Financial Responsibility Requirements detailed in 49 CFR, Title 49 United States Code Operating Authority from Federal Motor Carrier Safety Administration FMCSA, **OR** a statement about why the vendor believes the vendor is exempt from the aforementioned regulatory organizations.

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D. Describe the vendor's fleet maintenance policies, procedures, and schedule. Include any professional or regulatory standards the vendor follows to maintain the vendor's ground transportation fleet:

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E. Address how the vendor's fleet maintenance procedures and policies ensure that the vendor can provide 24X7X365 reliability:

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F. Communication System: Describe the vendor's 24X7X365 communication system in terms of its features that ensure its operation and maintenance for reliable performance:

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G. Contact Information: Provide the contact name, phone number and e-mail for scheduling extradition services 24X7X365:

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H. Other Features: Describe other features of the vendor's extradition service system or protocols that the vendor believes would be of interest to the County as it evaluates the vendor's response:

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*(The vendor should complete and return with the proposal)*  
**CERTIFICATION REGARDING LOBBYING**

*Certification for Contracts, Grants, Loans, and Cooperative Agreements*

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loan, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

\_\_\_\_\_  
Vendor Signature

\_\_\_\_\_  
Date

*(The vendor should complete and return with the proposal)*

**Certification Regarding  
Debarment, Suspension, Ineligibility and Voluntary Exclusion  
Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR  
CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant must attach an explanation to this proposal.

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Name and Title of Authorized Representative

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Signature

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Date

Liz Palazzolo  
Senior Buyer



Boone County Purchasing  
613 E. Ash Street, Room 109  
Columbia, MO 65201  
Phone: (573) 886-4392  
Fax: (573) 886-4390

### INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549

House Bill 1549 addresses the Department of Homeland Security's and the Social Security Administration's E-Verify Program (Employment Eligibility Verification Program) that requires the County to verify "lawful presence" of individuals when we contract for work/service; verify that contractor has programs to verify lawful presence of their employees when contracts exceed \$5,000; and a requirement for OSHA safety training for public works projects.

The County is required to obtain certification that the bidder awarded the attached contract participates in a federal work authorization program. To obtain additional information on the Department of Homeland Security's E-Verify program, go to:

[http://www.dhs.gov/xprevprot/programs/gc\\_1185221678150.shtm](http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm)

Please complete and return form *Work Authorization Certification Pursuant to 285.530 RSMo* if the contract amount is in excess of \$5,000. Attach to this form the *E-Verify Memorandum of Understanding* that the vendor completed when enrolling. The link for that form is:  
<http://www.uscis.gov/files/nativedocuments/save-mou.pdf>

Additional information may be obtained from:  
<http://www.uscis.gov/files/nativedocuments/MOU.pdf>

If the vendor is an Individual/Proprietorship, then the vendor must return the attached *Certification of Individual Bidder*. On that form, the vendor may do **one of the three options** listed. Be sure to attach any required information for those options as detailed on the *Certification of Individual Bidder*. If the vendor chooses option number two, then the vendor will also need to complete and return the attached form *Affidavit*.



**CERTIFICATION OF INDIVIDUAL BIDDER**

Pursuant to Section 208.009 RSMo, any person applying for or receiving any grant, contract, loan, retirement, welfare, health benefit, post-secondary education, scholarship, disability benefit, housing benefit or food assistance who is over 18 must verify their lawful presence in the United States. Please indicate compliance below. Note: A parent or guardian applying for a public benefit on behalf of a child who is citizen or permanent resident need not comply.

**Options**

- \_\_\_\_\_ 1. I have provided a copy of documents showing citizenship or lawful presence in the United States. (Such proof may be a Missouri driver's license, U.S. passport, birth certificate, or immigration documents). Note: If the applicant is an alien, verification of lawful presence must occur prior to receiving a public benefit.
  
- \_\_\_\_\_ 2. I do not have the above documents, but provide an affidavit (*copy attached – see following page*) which may allow for temporary 90-day qualification.
  
- \_\_\_\_\_ 3. I have provided a completed application for a birth certificate pending in the State of \_\_\_\_\_. Qualification must terminate upon receipt of the birth certificate or determination that a birth certificate does not exist because I am not a United States citizen.

\_\_\_\_\_  
Applicant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

**AFFIDAVIT**  
**(Only Required for Certification of Individual Bidder (Option #2))**

- see previous page -

State of Missouri                    )  
  )ss  
County of \_\_\_\_\_            )

I, the undersigned, being at least eighteen years of age, swear upon my oath that I am either a United States citizen or am classified by the United States government as being lawfully admitted for permanent residence.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Social Security Number  
or Other Federal I.D. Number

\_\_\_\_\_  
Printed Name

On the date above written \_\_\_\_\_ appeared before me and swore that the facts contained in the foregoing affidavit are true according to his/her best knowledge, information and belief.

\_\_\_\_\_  
Notary Public

My Commission Expires:





***"No Bid" Response Form***

**Boone County Purchasing**  
613 E. Ash Street, Room 109  
Columbia, MO 65201

Liz Palazzolo, Senior Buyer  
(573) 886-4392 Fax: (573) 886-4390  
E-Mail: lpalazzolo@boonecountymo.org

**"NO BID RESPONSE FORM"**

**NOTE: THE VENDOR SHOULD COMPLETE AND RETURN THIS FORM ONLY IF THE VENDOR DOES NOT WANT TO SUBMIT A BID**

If the vendor does not wish to respond to this bid request, but would like to remain on the Boone County vendor list **for this service/commodity**, please remove form and return to the Purchasing Department by mail, e-mail or fax.

**Bid: RFP #13-31AUG18 - Extradition Services – Term and Supply**

Business Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Contact: \_\_\_\_\_

Date: \_\_\_\_\_

Reason(s) for Not Submitting Proposal Response :

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

1. Contractor shall comply with all applicable federal, state, and local laws and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.
2. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.
3. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County.
4. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid. The Purchasing Director reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be retained unopened until the new Closing date, or at request of bidder, returned unopened for re-submittal at the new date and time of bid closing.
5. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
6. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
7. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
8. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
9. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
10. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
11. Prices must be as stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
12. No bid transmitted by fax machine or e-mail will be accepted.
13. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
14. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms. The resulting contract will be considered "Non-Exclusive". The County reserves the right to purchase from other vendors.

15. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the *Federal Transit Administration's Best Practices Procurement Manual – Appendix A*. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.
16. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
17. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.
18. For all bid responses over \$25,000, if any manufactured goods or commodities proposed with bid/proposal response are manufactured or produced outside the United States, this MUST be noted on the Bid/Proposal Response Form or a Memo attached.
19. **For all titled vehicles and equipment the dealer must use the actual delivery date to the County on all transfer documents** including the Certificate of Origin (COO,) Manufacturer's Statement of Origin (MSO,) Bill of Sale (BOS,) and Application for Title.
20. **Equipment and serial and model numbers** - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.

*Revised 1/17/2018*

*End of Document*

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

October Session of the October Adjourned

Term. 20 18

County of Boone

In the County Commission of said county, on the 30th day of October 20 18

the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the acceptance of the 2018 Edward Byrne Memorial Justice Assistance Grant (JAG) awarded to the Boone County Sheriff's Department.


It is further ordered the Presiding Commissioner is hereby authorized to sign the attached grant award.

Done this 30th day of October, 2018.

ATTEST:  
  
Taylor W. Burks  
Clerk of the County Commission

  
Daniel K. Atwill  
Presiding Commissioner

Absent  
Fred J. Parry  
District I Commissioner

  
Janet M. Thompson  
District II Commissioner



U.S. Department of Justice  
Office of Justice Programs

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Office of the Assistant Attorney General

Washington, D.C. 20531

October 1, 2018

Commissioner Daniel Atwill  
Boone County  
801 East Walnut  
Columbia, MO 65201-7732

Dear Commissioner Atwill:

On behalf of Attorney General Jefferson Sessions III, it is my pleasure to inform you that the Office of Justice Programs has approved your application for funding under the FY 18 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation in the amount of \$38,833 for Boone County.

Enclosed you will find the Grant Award and Special Conditions documents. This award is subject to all administrative and financial requirements, including the timely submission of all financial and programmatic reports, resolution of all interim audit findings, and the maintenance of a minimum level of cash-on-hand. Should you not adhere to these requirements, you will be in violation of the terms of this agreement and the award will be subject to termination for cause or other administrative action as appropriate.

If you have questions regarding this award, please contact:

- Program Questions, Veronica Munson, Program Manager at (202) 514-7710; and
- Financial Questions, the Office of the Chief Financial Officer, Customer Service Center (CSC) at (800) 458-0786, or you may contact the CSC at [ask.ocfo@usdoj.gov](mailto:ask.ocfo@usdoj.gov).

Congratulations, and we look forward to working with you.

Sincerely,

A handwritten signature in cursive script that reads "Matt Dummermuth".

Matt Dummermuth  
Principal Deputy Assistant Attorney General

Enclosures



## OFFICE FOR CIVIL RIGHTS

Office of Justice Programs

U.S. Department of Justice

810 7th Street, NW  
Washington, DC 20531

Tel: (202) 307-0690

TTY: (202) 307-2027

E-mail: [askOCR@usdoj.gov](mailto:askOCR@usdoj.gov)

Website: [www.ojp.usdoj.gov/ocr](http://www.ojp.usdoj.gov/ocr)

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### OCR Letter to All Recipients

October 1, 2018

Commissioner Daniel Atwill  
Boone County  
801 East Walnut  
Columbia, MO 65201-7732

Dear Commissioner Atwill:

Congratulations on your recent award. In establishing financial assistance programs, Congress linked the receipt of federal funding to compliance with federal civil rights laws. The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) is responsible for ensuring that recipients of financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) comply with the applicable federal civil rights laws. We at the OCR are available to help you and your organization meet the civil rights requirements that come with DOJ funding.

#### Ensuring Access to Federally Assisted Programs

Federal laws that apply to recipients of financial assistance from the DOJ prohibit discrimination on the basis of race, color, national origin, religion, sex, or disability in funded programs or activities, not only in employment but also in the delivery of services or benefits. A federal law also prohibits recipients from discriminating on the basis of age in the delivery of services or benefits.

In March of 2013, President Obama signed the Violence Against Women Reauthorization Act of 2013. The statute amends the Violence Against Women Act of 1994 (VAWA) by including a nondiscrimination grant condition that prohibits discrimination based on actual or perceived race, color, national origin, religion, sex, disability, sexual orientation, or gender identity. The new nondiscrimination grant condition applies to certain programs funded after October 1, 2013. The OCR and the OVW have developed answers to some frequently asked questions about this provision to assist recipients of VAWA funds to understand their obligations. The Frequently Asked Questions are available at <https://ojp.gov/about/ocr/vawafaqs.htm>.

#### Enforcing Civil Rights Laws

All recipients of federal financial assistance, regardless of the particular funding source, the amount of the grant award, or the number of employees in the workforce, are subject to prohibitions against unlawful discrimination. Accordingly, the OCR investigates recipients that are the subject of discrimination complaints from both individuals and groups. In addition, based on regulatory criteria, the OCR selects a number of recipients each year for compliance reviews, audits that require recipients to submit data showing that they are providing services equitably to all segments of their service population and that their employment practices meet equal opportunity standards.

### **Providing Services to Limited English Proficiency (LEP) Individuals**

In accordance with DOJ guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP). See U.S. Department of Justice, Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 67 Fed. Reg. 41,455 (2002). For more information on the civil rights responsibilities that recipients have in providing language services to LEP individuals, please see the website <https://www.lep.gov>.

### **Ensuring Equal Treatment of Faith-Based Organizations and Safeguarding Constitutional Protections Related to Religion**

The DOJ regulation, Partnerships with Faith-Based and Other Neighborhood Organizations, 28 C.F.R. pt. 38, updated in April 2016, prohibits all recipient organizations, whether they are law enforcement agencies, governmental agencies, educational institutions, houses of worship, or faith-based organizations, from using financial assistance from the DOJ to fund explicitly religious activities. Explicitly religious activities include worship, religious instruction, or proselytization. While funded organizations may engage in non-funded explicitly religious activities (e.g., prayer), they must hold them separately from the activities funded by the DOJ, and recipients cannot compel beneficiaries to participate in them. The regulation also makes clear that organizations participating in programs funded by the DOJ are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion, religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice. Funded faith-based organizations must also provide written notice to beneficiaries, advising them that if they should object to the religious character of the funded faith based organization, the funded faith-based organization will take reasonable steps to refer the beneficiary to an alternative service provider. For more information on the regulation, please see the OCR's website at <https://ojp.gov/about/ocr/partnerships.htm>.

SAs and faith-based organizations should also note that the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, as amended, 34 U.S.C. § 10228(c); the Victims of Crime Act of 1984, as amended, 34 U.S.C. § 20110(e); the Juvenile Justice and Delinquency Prevention Act of 1974, as amended, 34 U.S.C. § 11182(b); and VAWA, as amended, 34 U.S.C. § 12291(b)(13), contain prohibitions against discrimination on the basis of religion in employment. Despite these nondiscrimination provisions, the DOJ has concluded that it may construe the Religious Freedom Restoration Act (RFRA) on a case-by-case basis to permit some faith-based organizations to receive DOJ funds while taking into account religion when hiring staff, even if the statute that authorizes the funding program generally forbids recipients from considering religion in employment decisions. Please consult with the OCR if you have any questions about the regulation or the application of RFRA to the statutes that prohibit discrimination in employment.

### **Using Arrest and Conviction Records in Making Employment Decisions**

The OCR issued an advisory document for recipients on the proper use of arrest and conviction records in making hiring decisions. See Advisory for Recipients of Financial Assistance from the U.S. Department of Justice on the U.S. Equal Employment Opportunity Commission's Enforcement Guidance: *Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964 (June 2013)*, available at [https://ojp.gov/about/ocr/pdfs/UseofConviction\\_Advisory.pdf](https://ojp.gov/about/ocr/pdfs/UseofConviction_Advisory.pdf). Recipients should be mindful that the misuse of arrest or conviction records to screen either applicants for employment or employees for retention or promotion may have a disparate impact based on race or national origin, resulting in unlawful employment discrimination. In light of the Advisory, recipients should consult local counsel in reviewing their employment practices. If warranted, recipients should also incorporate an analysis of the use of arrest and conviction records in their Equal Employment Opportunity Plans (EEOs) (see below).

### **Complying with the Safe Streets Act**

An organization that is a recipient of financial assistance subject to the nondiscrimination provisions of the Safe Streets Act, must meet two obligations: (1) complying with the federal regulation pertaining to the development of an EEO (see 28 C.F.R. pt. 42, subpt. E) and (2) submitting to the OCR findings of discrimination (see 28 C.F.R. §§ 42.204(c), .205(c)(5)).

### **Meeting the EEO Requirement**

An EEO is a comprehensive document that analyzes a recipient's relevant labor market data, as well as the recipient's employment practices, to identify possible barriers to the participation of women and minorities in all levels of a recipient's workforce. As a recipient of DOJ funding, you may be required to submit an EEO Certification Report or an EEO Utilization Report to the OCR. For more information on whether your organization is subject to the EEO requirements, see <https://ojp.gov/about/ocr/eeop.htm>. Additionally, you may request technical assistance from an EEO specialist at the OCR by telephone at (202) 616-1771 or by e-mail at [EEOPforms@usdoj.gov](mailto:EEOPforms@usdoj.gov).

### **Meeting the Requirement to Submit Findings of Discrimination**

If in the three years prior to the date of the grant award, your organization has received an adverse finding of discrimination based on race, color, national origin, religion, or sex, after a due-process hearing, from a state or federal court or from a state or federal administrative agency, your organization must send a copy of the finding to the OCR.

### **Ensuring the Compliance of Subrecipients**

SAs must have standard assurances to notify subrecipients of their civil rights obligations, written procedures to address discrimination complaints filed against subrecipients, methods to monitor subrecipients' compliance with civil rights requirements, and a program to train subrecipients on applicable civil rights laws. In addition, SAs must submit to the OCR every three years written Methods of Administration (MOA) that summarize the policies and procedures that they have implemented to ensure the civil rights compliance of subrecipients. For more information on the MOA requirement, see <https://ojp.gov/funding/Explore/StateMethodsAdmin-FY2017update.htm>.

If the OCR can assist you in any way in fulfilling your organization's civil rights responsibilities as a recipient of federal financial assistance, please contact us.

Sincerely,



Michael L. Alston  
Director

cc: Grant Manager  
Financial Analyst





U.S. Department of Justice  
Office of Justice Programs  
**Bureau of Justice Assistance**

**Grant**

PAGE 1 OF 22

1. RECIPIENT NAME AND ADDRESS (Including Zip Code) Boone County 801 East Walnut Columbia, MO 65201-7732		4. AWARD NUMBER: 2018-DJ-BX-0175	
		5. PROJECT PERIOD: FROM 10/01/2017 TO 09/30/2021 BUDGET PERIOD: FROM 10/01/2017 TO 09/30/2021	
2a. GRANTEE IRS/VENDOR NO. 436000350		6. AWARD DATE 10/01/2018	7. ACTION Initial
2b. GRANTEE DUNS NO. 182739177		8. SUPPLEMENT NUMBER 00	
3. PROJECT TITLE Boone County and City of Columbia FY18 JAG project		9. PREVIOUS AWARD AMOUNT \$ 0	
		10. AMOUNT OF THIS AWARD \$ 38,833	
		11. TOTAL AWARD \$ 38,833	
12. SPECIAL CONDITIONS THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).			
13. STATUTORY AUTHORITY FOR GRANT This project is supported under FY18(BJA - JAG State & JAG Local) Title I of Pub. L. No. 90-351 (generally codified at 34 U.S.C. 10101 - 10726), including subpart I of part E (codified at 34 U.S.C. 10151 - 10158); see also 28 U.S.C. 530C(a)			
14. CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number) 16.738 - Edward Byrne Memorial Justice Assistance Grant Program			
15. METHOD OF PAYMENT GPRS			
AGENCY APPROVAL		GRANTEE ACCEPTANCE	
16. TYPED NAME AND TITLE OF APPROVING OFFICIAL Matt Dummermuth Principal Deputy Assistant Attorney General		18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL Daniel Atwill Commissioner	
17. SIGNATURE OF APPROVING OFFICIAL 		19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL 	19A. DATE
AGENCY USE ONLY			
20. ACCOUNTING CLASSIFICATION CODES FISCAL FUND BUD. DIV. YEAR CODE ACT. OFC. REG. SUB. POMS AMOUNT X B DJ 80 00 00 38833		21. TDJUGT0379	

OJP FORM 4000/2 (REV. 5-87) PREVIOUS EDITIONS ARE OBSOLETE.

*DRA*

OJP FORM 4000/2 (REV. 4-88)



U.S. Department of Justice  
Office of Justice Programs  
Bureau of Justice Assistance

AWARD CONTINUATION  
SHEET  
Grant

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PROJECT NUMBER 2018-DJ-BX-0175

AWARD DATE 10/01/2018

*SPECIAL CONDITIONS*

1. Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any certifications or assurances submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Failure to comply with any one or more of these award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or a certification or assurance related to conduct during the award period -- may result in the Office of Justice Programs ("OJP") taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. The Department of Justice ("DOJ"), including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

2. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2018 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2018 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2018 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

*WA*



U.S. Department of Justice  
Office of Justice Programs  
**Bureau of Justice Assistance**

**AWARD CONTINUATION  
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Grant**

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PROJECT NUMBER 2018-DJ-BX-0175

AWARD DATE 10/01/2018

*SPECIAL CONDITIONS*

3. Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

4. Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

5. Required training for Point of Contact and all Financial Points of Contact

Both the Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2016, will satisfy this condition.

In the event that either the POC or an FPOC for this award changes during the period of performance, the new POC or FPOC must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after-- (1) the date of OJP's approval of the "Change Grantee Contact" GAN (in the case of a new POC), or (2) the date the POC enters information on the new FPOC in GMS (in the case of a new FPOC). Successful completion of such a training on or after January 1, 2016, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://www.ojp.gov/training/fmts.htm>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

6. Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

*JWA*



U.S. Department of Justice  
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**AWARD CONTINUATION  
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Grant**

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PROJECT NUMBER 2018-DJ-BX-0175

AWARD DATE 10/01/2018

*SPECIAL CONDITIONS*

7. Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

8. Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

9. Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient)-- 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or 2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

10. All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

*[Handwritten signature]*



U.S. Department of Justice  
Office of Justice Programs  
Bureau of Justice Assistance

AWARD CONTINUATION  
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PROJECT NUMBER 2018-DJ-BX-0175

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*SPECIAL CONDITIONS*

11. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$150,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$150,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$150,000)), and are incorporated by reference here.

12. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

13. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

14. Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

15. OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>.

*DJA*



U.S. Department of Justice  
Office of Justice Programs  
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*SPECIAL CONDITIONS*

16. Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

17. Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

18. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

19. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

20. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38, specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of the regulation, now entitled "Partnerships with Faith-Based and Other Neighborhood Organizations," is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.cfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

*JWA*



U.S. Department of Justice  
Office of Justice Programs  
**Bureau of Justice Assistance**

**AWARD CONTINUATION  
SHEET  
Grant**

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PROJECT NUMBER 2018-DJ-BX-0175

AWARD DATE 10/01/2018

*SPECIAL CONDITIONS*

21. Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

22. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2018)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2018, are set out at <https://ojp.gov/funding/Explore/FY18AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

23. Reporting Potential Fraud, Waste, and Abuse, and Similar Misconduct

The recipient and any subrecipients ("subgrantees") must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award -- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by-- (1) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 1425 New York Avenue, N.W. Suite 7100, Washington, DC 20530; and/or (2) the DOJ OIG hotline: (contact information in English and Spanish) at (800) 869-4499 (phone) or (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

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24. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

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25. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

26. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

27. Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at [OJP.ComplianceReporting@ojp.usdoj.gov](mailto:OJP.ComplianceReporting@ojp.usdoj.gov). For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

28. Cooperating with OJP Monitoring

The recipient agrees to cooperate with OJP monitoring of this award pursuant to OJP's guidelines, protocols, and procedures, and to cooperate with OJP (including the grant manager for this award and the Office of Chief Financial Officer (OCFO)) requests related to such monitoring, including requests related to desk reviews and/or site visits. The recipient agrees to provide to OJP all documentation necessary for OJP to complete its monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by OJP for providing the requested documents. Failure to cooperate with OJP's monitoring activities may result in actions that affect the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to award funds; referral to the DOJ OIG for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

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29. FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$25,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

30. Required monitoring of subawards

The recipient must monitor subawards under this award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

31. Use of program income

Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.

32. Justice Information Sharing

Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: [https://it.ojp.gov/gsp\\_grantcondition](https://it.ojp.gov/gsp_grantcondition). The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

33. Avoidance of duplication of networks

To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the recipient can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

34. Compliance with 28 C.F.R. Part 23

With respect to any information technology system funded or supported by funds under this award, the recipient (and any subrecipient at any tier) must comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 34 U.S.C. 10231(c)-(d). The recipient may not satisfy such a fine with federal funds.

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35. Protection of human research subjects

The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

36. Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

37. Verification and updating of recipient contact information

The recipient must verify its Point of Contact (POC), Financial Point of Contact (FPOC), and Authorized Representative contact information in GMS, including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the Grants Management System (GMS) to document changes.

38. Law enforcement task forces - required training

Within 120 days of award acceptance, each current member of a law enforcement task force funded with award funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, must complete required online (internet-based) task force training. Additionally, all future task force members must complete this training once during the period of performance for this award, or once every four years if multiple OJP awards include this requirement.

The required training is available free of charge online through the BJA-funded Center for Task Force Integrity and Leadership ([www.ctfli.org](http://www.ctfli.org)). The training addresses task force effectiveness, as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. If award funds are used to support a task force, the recipient must compile and maintain a task force personnel roster, along with course completion certificates.

Additional information regarding the training is available through BJA's web site and the Center for Task Force Integrity and Leadership ([www.ctfli.org](http://www.ctfli.org)).

39. Justification of consultant rate

Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.



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40. Submission of eligible records relevant to the National Instant Background Check System

Consonant with federal statutes that pertain to firearms and background checks -- including 18 U.S.C. 922 and 34 U.S.C. ch. 409 -- if the recipient (or any subrecipient at any tier) uses this award to fund (in whole or in part) a specific project or program (such as a law enforcement, prosecution, or court program) that results in any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the National Instant Background Check System (NICS), or that has as one of its purposes the establishment or improvement of records systems that contain any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS, the recipient (or subrecipient, if applicable) must ensure that all such court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS are promptly made available to the NICS or to the "State" repository/database that is electronically available to (and accessed by) the NICS, and -- when appropriate -- promptly must update, correct, modify, or remove such NICS-relevant "eligible records".

In the event of minor and transitory non-compliance, the recipient may submit evidence to demonstrate diligent monitoring of compliance with this condition (including subrecipient compliance). DOJ will give great weight to any such evidence in any express written determination regarding this condition.

41. Certification of Compliance with 8 U.S.C. 1373 and 1644 (within the funded "program or activity") required for valid award acceptance by a local government

In order validly to accept this award, the applicant local government must submit the required "State or Local Government: FY 2018 Certification of Compliance with 8 U.S.C. 1373 and 1644" (executed by the chief legal officer of the local government). Unless that executed certification either-- (1) is submitted to OJP together with the fully-executed award document, or (2) is uploaded in OJP's GMS no later than the day the signed award document is submitted to OJP, any submission by a local government that purports to accept the award is invalid.

If an initial award-acceptance submission by the recipient is invalid, once the local government does submit the necessary certification regarding 8 U.S.C. 1373 and 1644, it may submit a fully-executed award document executed by the local government on or after the date of that certification.

For purposes of this condition, "local government" does not include any Indian tribe.

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42. Noninterference (within the funded "program or activity") with federal law enforcement: 8 U.S.C. 1373 and 1644; ongoing compliance

1. With respect to the "program or activity" funded in whole or part under this award (including any such program or activity of any subrecipient at any tier), throughout the period of performance, no State or local government entity, -agency, or -official may prohibit or in any way restrict-- (1) any government entity or -official from sending or receiving information regarding citizenship or immigration status as described in 8 U.S.C. 1373(a); or (2) a government entity or -agency from sending, requesting or receiving, maintaining, or exchanging information regarding immigration status as described in either 8 U.S.C. 1373(b) or 1644. Any prohibition (or restriction) that violates this condition is an "information-communication restriction" under this award.

2. Certifications from subrecipients. The recipient may not make a subaward to a State, a local government, or a "public" institution of higher education, unless it first obtains a certification of compliance with 8 U.S.C. 1373 and 1644, properly executed by the chief legal officer of the government or educational institution that would receive the subaward, using the appropriate form available at <https://ojp.gov/funding/Explore/SampleCertifications-8USC1373.htm>. Also, the recipient must require that no subrecipient (at any tier) may make a further subaward to a State, a local government, or a public institution of higher education, unless it first obtains a certification of compliance with 8 U.S.C. 1373 and 1644, properly executed by the chief legal officer of the government or institution that would receive the further subaward, using the appropriate OJP form.

3. The recipient's monitoring responsibilities include monitoring of subrecipient compliance with the requirements of this condition.

4. Allowable costs. Compliance with these requirements is an authorized and priority purpose of this award. To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) that the recipient, or any subrecipient at any tier that is a State, a local government, or a public institution of higher education, incurs to implement this condition.

5. Rules of Construction

A. For purposes of this condition:

- (1) "State" and "local government" include any agency or other entity thereof, but not any institution of higher education or any Indian tribe.
- (2) A "public" institution of higher education is defined as one that is owned, controlled, or directly funded (in whole or in substantial part) by a State or local government. (Such a public institution is considered to be a "government entity," and its officials to be "government officials.")
- (3) "Program or activity" means what it means under title VI of the Civil Rights Act of 1964 (see 42 U.S.C. 2000d-4a).
- (4) "Immigration status" means what it means under 8 U.S.C. 1373 and 8 U.S.C. 1644; and terms that are defined in 8 U.S.C. 1101 mean what they mean under that section 1101, except that "State" also includes American Samoa.
- (5) Pursuant to the provisions set out at (or referenced in) 8 U.S.C. 1551 note ("Abolition ... and Transfer of Functions"), references to the "Immigration and Naturalization Service" in 8 U.S.C. 1373 and 1644 are to be read as references to particular components of the Department of Homeland Security (DHS).

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, any public institution of higher education, or any other entity (or individual) to violate any federal law, including any applicable civil rights or nondiscrimination law.

IMPORTANT NOTE: Any questions about the meaning or scope of this condition should be directed to OJP, before

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award acceptance.

43. Authority to obligate award funds contingent on noninterference (within the funded "program or activity") with federal law enforcement (8 U.S.C. 1373 and 1644); unallowable costs; notification

1. If the recipient is a "State," a local government, or a "public" institution of higher education:

A. The recipient may not obligate award funds if, at the time of the obligation, the "program or activity" of the recipient (or of any subrecipient at any tier that is a State, a local government, or a public institution of higher education) that is funded in whole or in part with award funds is subject to any "information-communication restriction."

B. In addition, with respect to any project costs it incurs "at risk," the recipient may not obligate award funds to reimburse itself if -- at the time it incurs such costs -- the program or activity of the recipient (or of any subrecipient at any tier that is a State, a local government, or a public institution of higher education) that would be reimbursed in whole or in part with award funds was subject to any information-communication restriction.

C. Any drawdown of award funds by the recipient shall be considered, for all purposes, to be a material representation by the recipient to OJP that, as of the date the recipient requests the drawdown, the recipient and each subrecipient (regardless of tier) that is a State, local government, or public institution of higher education, is in compliance with the award condition entitled "Noninterference (within the funded 'program or activity') with federal law enforcement: 8 U.S.C. 1373 and 1644 and ongoing compliance."

D. The recipient must promptly notify OJP (in writing) if the recipient, from its requisite monitoring of compliance with award conditions or otherwise, has credible evidence that indicates that the funded program or activity of the recipient, or of any subrecipient at any tier that is either a State or a local government or a public institution of higher education, may be subject to any information-communication restriction. In addition, any subaward (at any tier) to a subrecipient that is a State, a local government, or a public institution of higher education must require prompt notification to the entity that made the subaward, should the subrecipient have such credible evidence regarding an information-communication restriction.

2. Any subaward (at any tier) to a subrecipient that is a State, a local government, or a public institution of higher education must provide that the subrecipient may not obligate award funds if, at the time of the obligation, the program or activity of the subrecipient (or of any further such subrecipient at any tier) that is funded in whole or in part with award funds is subject to any information-communication restriction.

3. Absent an express written determination by DOJ to the contrary, based upon a finding by DOJ of compelling circumstances (e.g., a small amount of award funds obligated by the recipient at the time of a subrecipient's minor and transitory non-compliance, which was unknown to the recipient despite diligent monitoring), any obligations of award funds that, under this condition, may not be made shall be unallowable costs for purposes of this award. In making any such determination, DOJ will give great weight to evidence submitted by the recipient that demonstrates diligent monitoring of subrecipient compliance with the requirements set out in the "Noninterference ... 8 U.S.C. 1373 and 1644 and ongoing compliance" award condition.

4. Rules of Construction

A. For purposes of this condition "information-communication restriction" has the meaning set out in the "Noninterference ... 8 U.S.C. 1373 and 1644 and ongoing compliance" condition.

B. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference ... 8 U.S.C. 1373 and 1644 and ongoing compliance" condition are incorporated by reference as though set forth here in full.

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44. Noninterference (within the funded "program or activity") with federal law enforcement: No public disclosure of certain law enforcement sensitive information

SCOPE. This condition applies with respect to the "program or activity" that is funded (in whole or in part) by the award, as of the date the recipient accepts this award, and throughout the remainder of the period of performance. Its provisions must be among those included in any subaward (at any tier).

1. Noninterference: No public disclosure of federal law enforcement information in order to conceal, harbor, or shield

Consistent with the purposes and objectives of federal law enforcement statutes and federal criminal law (including 8 U.S.C. 1324 and 18 U.S.C. chs. 1, 49, 227), no public disclosure may be made of any federal law enforcement information in a direct or indirect attempt to conceal, harbor, or shield from detection any fugitive from justice under 18 U.S.C. ch. 49, or any alien who has come to, entered, or remains in the United States in violation of 8 U.S.C. ch. 12 -- without regard to whether such disclosure would constitute (or could form a predicate for) a violation of 18 U.S.C. 1071 or 1072 or of 8 U.S.C. 1324(a).

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction

A. For purposes of this condition--

(1) the term "alien" means what it means under section 101 of the Immigration and Nationality Act (see 8 U.S.C. 1101(a)(3));

(2) the term "federal law enforcement information" means law enforcement sensitive information communicated or made available, by the federal government, to a State or local government entity, -agency, or -official, through any means, including, without limitation-- (1) through any database, (2) in connection with any law enforcement partnership or -task-force, (3) in connection with any request for law enforcement assistance or -cooperation, or (4) through any deconfliction (or courtesy) notice of planned, imminent, commencing, continuing, or impending federal law enforcement activity;

(3) the term "law enforcement sensitive information" means records or information compiled for any law enforcement purpose; and

(4) the term "public disclosure" means any communication or release other than one-- (a) within the recipient, or (b) to any subrecipient (at any tier) that is a government entity.

B. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference (within the funded 'program or activity') with federal law enforcement: 8 U.S.C. 1373 and 1644 and ongoing compliance" award condition are incorporated by reference as though set forth here in full.

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45. Noninterference (within the funded "program or activity") with federal law enforcement: Interrogation of certain aliens

SCOPE. This condition applies with respect to the "program or activity" that is funded (in whole or in part) by this award, as of the date the recipient accepts this award, and throughout the remainder of the period of performance for the award. Its provisions must be among those included in any subaward (at any tier).

1. Noninterference with statutory law enforcement access to correctional facilities

Consonant with federal law enforcement statutes and regulations -- including 8 U.S.C. 1357(a), under which certain federal officers and employees "have power without warrant ... to interrogate any alien or person believed to be an alien as to his right to be or to remain in the United States," and 8 C.F.R. 287.5(a), under which that power may be exercised "anywhere in or outside the United States" -- within the funded program or activity, no State or local government entity, -agency, or -official may interfere with the exercise of that power to interrogate "without warrant" (by agents of the United States acting under color of federal law) by impeding access to any State or local government (or government-contracted) correctional facility by such agents for the purpose "interrogat[ing] any alien or person believed to be an alien as to his [or her] right to be or to remain in the United States."

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction

A. For purposes of this condition:

(1) The term "alien" means what it means under section 101 of the Immigration and Nationality Act (INA) (see 8 U.S.C. 1101(a)(3)).

(2) The term "correctional facility" means what it means under the title I of the Omnibus Crime Control and Safe Streets Act of 1968 (see 34 U.S.C. 10251(a)(7)).

(3) The term "impede" includes taking or continuing any action, or implementing or maintaining any law, policy, rule, or practice, that--

(a) is designed to prevent or to significantly delay or complicate, or

(b) has the effect of preventing or of significantly delaying or complicating.

B. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference (within the funded 'program or activity') with federal law enforcement: 8 U.S.C. 1373 and 1644 and ongoing compliance" award condition are incorporated by reference as though set forth here in full.

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46. Noninterference (within the funded "program or activity") with federal law enforcement: Notice of scheduled release

SCOPE. This condition applies with respect to the "program or activity" that is funded (in whole or in part) by the award, as of the date the recipient accepts the award, and throughout the remainder of the period of performance. Its provisions must be among those included in any subaward at any tier.

1. Noninterference with "removal" process: Notice of scheduled release date and time

Consonant with federal law enforcement statutes -- including 8 U.S.C. 1231 (for an alien incarcerated by a State or local government, a 90-day "removal period" during which the federal government "shall" detain and then "shall" remove an alien from the U.S. "begins" no later than "the date the alien is released from ... confinement"; also, the federal government is expressly authorized to make payments to a "State or a political subdivision of the State ... with respect to the incarceration of [an] undocumented criminal alien"); 8 U.S.C. 1226 (the federal government "shall take into custody" certain criminal aliens "when the alien is released"); and 8 U.S.C. 1366 (requiring an annual DOJ report to Congress on "the number of illegal alien[ felons] in Federal and State prisons" and programs underway "to ensure the prompt removal" from the U.S. of removable "criminal aliens") -- within the funded program or activity, no State or local government entity, -agency, or -official (including a government-contracted correctional facility) may interfere with the "removal" process by failing to provide -- as early as practicable (see para. 4.C. below) -- advance notice to DHS of the scheduled release date and time for a particular alien, if a State or local government (or government-contracted) correctional facility receives from DHS a formal written request pursuant to the INA that seeks such advance notice.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction

A. For purposes of this condition:

(1) The term "alien" means what it means under section 101 of the INA (see 8 U.S.C. 1101(a)(3)).

(2) The term "correctional facility" means what it means under the title I of the Omnibus Crime Control and Safe Streets Act of 1968 (see 34 U.S.C. 10251(a)(7)).

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, or any other entity or individual to maintain (or detain) any individual in custody beyond the date and time the individual otherwise would have been released.

C. Applicability

(1) Current DHS practice is ordinarily to request advance notice of scheduled release "as early as practicable (at least 48 hours, if possible)." (See DHS Form I-247A (3/17)). If (e.g., in light of the date DHS made such request) the scheduled release date and time for an alien are such as not to allow for the advance notice that DHS has requested, it shall NOT be a violation of this condition to provide only as much advance notice as practicable.

(2) Current DHS practice is to use the same form for a second, distinct purpose -- to request that an individual be

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detained for up to 48 hours AFTER the scheduled release. This condition does NOT encompass such DHS requests for detention.

D. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference (within the funded program or activity) with federal law enforcement: 8 U.S.C. 1373 and 1644 and ongoing compliance" award condition are incorporated by reference as though set forth here in full.

47. Requirement to collect certain information from subrecipients

The recipient may not make a subaward to a State, a local government, or a "public" institution of higher education, unless it first obtains from the proposed subrecipient responses to the questions identified in the program solicitation as "Information regarding Communication with the Department of Homeland Security (DHS) and/or Immigration and Customs Enforcement (ICE)." All subrecipient responses must be collected and maintained by the recipient, consistent with regular document retention requirements, and must be made available to DOJ upon request. Responses to these questions are not required from subrecipients that are either a tribal government/organization, a nonprofit organization, or a private institution of higher education.

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48. Compliance with National Environmental Policy Act and related statutes

Upon request, the recipient (and any subrecipient at any tier) must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds, either directly by the recipient or by a subrecipient. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact BJA.

The recipient understands that this condition applies to new activities as set out below, whether or not they are being specifically funded with these award funds. That is, as long as the activity is being conducted by the recipient, a subrecipient, or any third party, and the activity needs to be undertaken in order to use these award funds, this condition must first be met. The activities covered by this condition are:

- a. New construction;
- b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <https://bja.gov/Funding/nepa.html>, for programs relating to methamphetamine laboratory operations.

Application of This Condition to Recipient's Existing Programs or Activities: For any of the recipient's or its subrecipients' existing programs or activities that will be funded by these award funds, the recipient, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

49. Establishment of trust fund

If award funds are being drawn down in advance, the recipient (or a subrecipient, with respect to a subaward) is required to establish a trust fund account. Recipients (and subrecipients) must maintain advance payments of federal awards in interest-bearing accounts, unless regulatory exclusions apply (2 C.F.R. 200.305(b)(8)). The trust fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The recipient also agrees to obligate the award funds in the trust fund (including any interest earned) during the period of performance for the award and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to OJP at the time of closeout.

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50. Prohibition on use of award funds for match under BVP program

JAG funds may not be used as the 50% match for purposes of the DOJ Bulletproof Vest Partnership (BVP) program.

51. Certification of body armor "mandatory wear" policies

The recipient agrees to submit a signed certification that all law enforcement agencies receiving body armor purchased with funds from this award have a written "mandatory wear" policy in effect. The recipient must keep signed certifications on file for any subrecipients planning to utilize funds from this award for ballistic-resistant and stab-resistant body armor purchases. This policy must be in place for at least all uniformed officers before any funds from this award may be used by an agency for body armor. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.

52. Body armor - compliance with NIJ standards and other requirements

Ballistic-resistant and stab-resistant body armor purchased with JAG award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards and is listed on the NIJ Compliant Body Armor Model List (<https://nij.gov/topics/technology/body-armor/Pages/compliant-ballistic-armor.aspx>). In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information can be found here: <https://nij.gov/topics/technology/body-armor/pages/safety-initiative.aspx>.

53. Body armor - impact on eligibility for other program funds

The recipient understands that the use of funds under this award for purchase of body armor may impact eligibility for funding under the Bulletproof Vest Partnership (BVP) program, a separate program operated by BJA, pursuant to the BVP statute at 34 USC 10531(c)(5).

54. Reporting requirements

The recipient must submit quarterly Federal Financial Reports (SF-425) and semi-annual performance reports through OJP's GMS (<https://grants.ojp.usdoj.gov>). Consistent with the Department's responsibilities under the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, the recipient must provide data that measure the results of its work. The recipient must submit quarterly performance metrics reports through BJA's Performance Measurement Tool (PMT) website ([www.bjaperformancetools.org](http://www.bjaperformancetools.org)). For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage. Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.

55. Required data on law enforcement agency training

Any law enforcement agency receiving direct or sub-awarded funding from this JAG award must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.

56. Expenditures prohibited without waiver

No funds under this award may be expended on the purchase of items prohibited by the JAG program statute, unless, as set forth at 34 U.S.C. 10152, the BJA Director certifies that extraordinary and exigent circumstances exist, making such expenditures essential to the maintenance of public safety and good order.

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57. Authorization to obligate (federal) award funds to reimburse certain project costs incurred on or after October 1, 2017

The recipient may obligate (federal) award funds only after the recipient makes a valid acceptance of the award. As of the first day of the period of performance for the award (October 1, 2017), however, the recipient may choose to incur project costs using non-federal funds, but any such project costs are incurred at the recipient's risk until, at a minimum-- (1) the recipient makes a valid acceptance of the award, and (2) all applicable withholding conditions are removed by OJP (via a Grant Adjustment Notice). (A withholding condition is a condition in the award document that precludes the recipient from obligating, expending, or drawing down all or a portion of the award funds until the condition is removed.)

Except to the extent (if any) that an award condition expressly precludes reimbursement of project costs incurred "at-risk," if and when the recipient makes a valid acceptance of this award and OJP removes each applicable withholding condition through a Grant Adjustment Notice, the recipient is authorized to obligate (federal) award funds to reimburse itself for project costs incurred "at-risk" earlier during the period of performance (such as project costs incurred prior to award acceptance or prior to removal of an applicable withholding condition), provided that those project costs otherwise are allowable costs under the award.

Nothing in this condition shall be understood to authorize the recipient (or any subrecipient at any tier) to use award funds to "supplant" State or local funds in violation of the recipient's certification (executed by the chief executive of the State or local government) that federal funds will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for law enforcement activities.

58. Use of funds for DNA testing; upload of DNA profiles

If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS.

No profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA.

Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS.

59. Three percent set-aside for NIBRS compliance

The recipient must ensure that at least 3 percent of the total amount of this award is dedicated to achieving full compliance with the FBI's National Incident-Based Reporting System (NIBRS), unless the FBI or appropriate State official has certified that the recipient locality is already NIBRS compliant, and evidence of this has been submitted to and approved by BJA. The recipient will be required by BJA to make revisions to budgets that do not clearly indicate what projects will be supported by this 3 percent set-aside, unless evidence of NIBRS compliance has been submitted to and approved by BJA. Recipients serving as fiscal agents for "disparate jurisdictions," (as defined at 34 USC 10156(d)(4)) have to pass this requirement through to in subawards to other localities in the disparate jurisdiction, so that each locality in a disparate jurisdiction group dedicates at least 3 percent of award funds to NIBRS compliance, unless, with respect to each locality in the disparate jurisdiction group, evidence of NIBRS compliance has been submitted to and approved by BJA.

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60. Encouragement of submission of "success stories"

BJA strongly encourages the recipient to submit annual (or more frequent) JAG success stories. To submit a success story, sign in to a My BJA account at <https://www.bja.gov/Login.aspx> to access the Success Story Submission form. If the recipient does not yet have a My BJA account, please register at <https://www.bja.gov/profile.aspx>. Once registered, one of the available areas on the My BJA page will be "My Success Stories." Within this box, there is an option to add a Success Story. Once reviewed and approved by BJA, all success stories will appear on the BJA Success Story web page at <https://www.bja.gov/SuccessStoryList.aspx>.

61. Withholding of funds: Required certification from the chief executive of the applicant government

The recipient may not obligate, expend, or draw down any award funds until the recipient submits the required "Certifications and Assurances by the Chief Executive of the Applicant Government," properly-executed (as determined by OJP), and a Grant Adjustment Notice (GAN) has been issued to remove this condition.

62. Withholding of funds: No current SAM registration

The recipient may not obligate, expend, or draw down any award funds until: (1) the recipient acquires current registration with the System for Award Management (SAM), (2) the recipient notifies the DOJ awarding agency (OJP or OVW, as appropriate) in writing of its current SAM registration, and (3) a Grant Adjustment Notice (GAN) is issued to remove this condition.

63. Withholding - DHS question attachment

The recipient may not obligate, expend or draw down funds until the Office of Justice Programs has received and approved the required application attachment(s) described in the program solicitation as "Information regarding Communication with the Department of Homeland Security (DHS) and/or Immigration and Customs Enforcement (ICE)," and has issued a Grant Adjustment Notice (GAN) releasing this special condition.

64. Withholding of funds: Memorandum of Understanding

The recipient may not obligate, expend, or draw down any award funds until OJP has reviewed and approved the Memorandum of Understanding (MOU), and a Grant Adjustment Notice (GAN) has been issued to remove this condition.

65. Withholding of funds: Disclosure of lobbying

The recipient may not obligate, expend, or draw down any funds under this award until it has provided to the grant manager for this OJP award a complete Disclosure of Lobbying Activities (SF-LLL) form, and OJP has issued a Grant Adjustment Notice to remove this special condition.

66. Recipient may not obligate, expend or drawdown funds until the Bureau of Justice Assistance, Office of Justice Programs has received and approved the required application attachment(s) and has issued a Grant Adjustment Notice (GAN) releasing this special condition.

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**U.S. Department of Justice**  
Office of Justice Programs  
*Bureau of Justice Assistance*

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Washington, D.C. 20531

**Memorandum To:** Official Grant File  
**From:** Orbin Terry, NEPA Coordinator  
**Subject:** Incorporates NEPA Compliance in Further Developmental Stages for Boone County

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and local governments to support a broad range of activities to prevent and control crime and to improve the criminal justice system, some of which could have environmental impacts. All recipients of JAG funding must assist BJA in complying with NEPA and other related federal environmental impact analyses requirements in the use of grant funds, whether the funds are used directly by the grantee or by a subgrantee or third party. Accordingly, prior to obligating funds for any of the specified activities, the grantee must first determine if any of the specified activities will be funded by the grant.

The specified activities requiring environmental analysis are:

- a. New construction;
- b. Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

Complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. Further, for programs relating to methamphetamine laboratory operations, the preparation of a detailed Mitigation Plan will be required. For more information about Mitigation Plan requirements, please see <https://www.bja.gov/Funding/nepa.html>.

Please be sure to carefully review the grant conditions on your award document, as it may contain more specific information about environmental compliance.

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U.S. Department of Justice  
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**GRANT MANAGER'S MEMORANDUM, PT. I:  
PROJECT SUMMARY**

**Grant**

PROJECT NUMBER

2018-DJ-BX-0175

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This project is supported under FY18(BJA - JAG State & JAG Local) Title I of Pub. L. No. 90-351 (generally codified at 34 U.S.C. 10101 - 10726), including subpart I of part E (codified at 34 U.S.C. 10151 - 10158); see also 28 U.S.C. 530C(a)

1. STAFF CONTACT (Name & telephone number)

Veronica Munson  
(202) 514-7710

2. PROJECT DIRECTOR (Name, address & telephone number)

Gary German  
Captain  
2121 County Drive  
Columbia, MO 65202-9064  
(573) 875-1111 ext.6201

3a. TITLE OF THE PROGRAM

BJA FY 18 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation

3b. POMS CODE (SEE INSTRUCTIONS  
ON REVERSE)

4. TITLE OF PROJECT

Boone County and City of Columbia FY18 JAG project

5. NAME & ADDRESS OF GRANTEE

Boone County  
801 East Walnut  
Columbia, MO 65201-7732

6. NAME & ADDRESS OF SUBGRANTEE

7. PROGRAM PERIOD

FROM: 10/01/2017 TO: 09/30/2021

8. BUDGET PERIOD

FROM: 10/01/2017 TO: 09/30/2021

9. AMOUNT OF AWARD

\$ 38,833

10. DATE OF AWARD

10/01/2018

11. SECOND YEAR'S BUDGET

12. SECOND YEAR'S BUDGET AMOUNT

13. THIRD YEAR'S BUDGET PERIOD

14. THIRD YEAR'S BUDGET AMOUNT

15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse)

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and units of local government, including tribes, to support a broad range of criminal justice related activities based on their own state and local needs and conditions. Grant funds can be used for state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, and information systems for criminal justice, including for any one or more of the following purpose areas: 1) law enforcement programs; 2) prosecution and court programs; 3) prevention and education programs; 4) corrections and community corrections programs; 5) drug treatment and enforcement programs; 6) planning, evaluation, and technology improvement programs; 7) crime victim and witness programs (other than compensation); and 8) mental health programs and related law enforcement and corrections programs, including behavioral programs and crisis intervention teams.

This Local JAG award will be shared by the County and one or more jurisdictions identified as disparate within the current Fiscal Year eligibility list ([www.bja.gov/Jag](http://www.bja.gov/Jag)). JAG funding will be used to support criminal justice initiatives that fall under one or more of the allowable program areas above. Any

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equipment purchases or funded initiatives such as overtime, task forces, drug programs, information sharing, etc. will be aimed at reducing crime and/or enhancing public/officer safety.

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