CERTIFIED COPY OF ORDER

STATE OF MISSOURI

November Session of the October Adjourned

Term. 20 19

County of Boone

ea.

In the County Commission of said county, on the

7th

day of

November

20 19

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

Now on this day, the County Commission of the County of Boone does hereby approve the attached Payroll Calendar for FY2020

Done this 7th day of November 2019.

ATTEST:

Brianna L. Lennon

Clerk of the County Commission

Daniel K. Atwill

Presiding Commissioner

Fred J. Parry

District I Commissioner

Janet M. Thompson

District II Commissioner

	А	В	С	D	Е
1	2020	PAYROLL CALENDAR			
2					
3		Payroll Requisition Due Date			Pay Date
4				January	
5	1	Monday Jan 6			Friday Jan 10
6		Friday Jan 17	1-MLK Bday 01/20		Friday Jan 24
7	-N-750-0-			February	
8	3	Monday Feb 3		1	Friday Feb 7
9		Friday Feb 14	2-Presidents Day 02/17		Friday Feb 21
10				March	
11	5	Monday Mar 2			Friday Mar 6
12		Monday Mar 16			Friday Mar 20
13				April	
14	7	Monday Mar 30			Friday Apr 3
15		Monday Apr 13			Friday Apr 17
16				May	
17	9	Monday Apr 27			Friday May 1
18		Monday May 11			Friday May 15
19		Friday May 22	3-Memorial Day 05/25		Friday May 29
20				June	The state of the s
21	12	Monday June 8			Friday June 12
22		Monday June 22			Friday June 26
23				July	
24	14	Monday July 6			Friday July 10
25		Monday July 20			Friday July 24
26				August	100000000000000000000000000000000000000
27	16	Monday Aug 3			Friday Aug 7
28		Monday Aug 17		****	Friday Aug 21
29		, <u> </u>	1 1/	September	
30	18	Monday Aug 31			Friday Sept 4
31	1000	Monday Sept 14			Friday Sept 18
32				October	
33	20	Monday Sept 28			Friday Oct 2
34		Friday Oct 9	4-Columbus Day 10/12		Friday Oct 16
35	22	Monday Oct 26			Friday Oct 30
36				November	
37	23	Friday Nov 6	5-Veterans Day 11/11		Friday Nov 13
38		Friday Nov 20	6-Thanksgiving 11/26-27		Wednesday Nov 25
39				December	
40	25	Monday Dec 7			Friday Dec 11
41	A 41 4 100 - 100 - 100 - 100 - 100	Friday Dec 18	7-Christmas Day 12/25		Thursday Dec 24
42					
43					
44	1- Monday January 20 CLOSED MLK Bday			5-Monday No	ovember 11 CLOSED Veterans Day
				6-Thurs/Friday Nov 26-27 CLOSED	
$\overline{}$		day May 25 CLOSED Memorial I		Thanksgiving	
		ay October 12 CLOSED Columb	The second secon	7-Friday CLOSED December 25	
48					Christmas Day
49					
50				(2020 Paymell	Calendar - excel)

482-2019

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

November Session of the October Adjourned

Term. 20 19

County of Boone

ne J

In the County Commission of said county, on the

7th

day of

November

20 19

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

Now on this day, the County Commission of the County of Boone does hereby release the Irrevocable Letter of Credit No. 166958, from the Bank of Missouri in the amount of \$29,035.52. Said letter of credit was issued on behalf of DGOGColumbiamo05182018, LLC. for stormwater improvements located at 6783 Hwy 40, Columbia, Missouri 65202. The work has been completed as required. The original Commission Order accepting the letter of credit is 146-2019.

Done this 7th day of November 2019.

ATTEST:

Brianna I Lennon

Clerk of the County Commission

Daniel K. Atwill

Presiding Commissioner

Fred J. Parry

District I Commissioner

Janet M. Thompson

District II Commissioner



STAN SHAWVER, DIRECTOR

Boone County Resource Management ROGER B. WILSON BOONE COUNTY GOVERNMENT CENTER

ROGER B. WILSON BOONE COUNTY GOVERNMENT CENTER 801 E. WALNUT ROOM 315 COLUMBIA, MO 65201-7730 PHONE (573) 886-4330 FAX (573) 886-4340

PLANNING - INSPECTIONS - ENGINEERING

November 1, 2019

The Bank of Missouri Branch 4 1301 W. South Street

Ozark, MO 65721-7483

Attention: Devin Bobbett, Sr. Vice President

Re:

Bank Letter of Credit No.: 166958

Dated: 03/10/2019

In Favor of Boone County, Missouri on behalf of RSBR Investments,

LLC

To Whom It May Concern:

This certificate authorizes reduction in the amount of \$29,035.52 of the above letter of credit. The remaining maximum available credit for this letter of credit is \$0.00.

BOONE COUNTY, MISSOURI

Daniel K. Atwill, Presiding Commissioner

Approved By:

Stan Shawver, Director, Resource Management

Attest:

Brianna L. Lennon, Boone County Clerk

Commission Order: 482-2019

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

April Session of the April Adjourned

Term. 2019

County of Boone

ea.

In the County Commission of said county, on the

4th

day of

April

2019

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

Now on this day, the County Commission of the County of Boone does hereby approve the attached Erosion and Sediment Control Security Agreement and Irrevocable Letter of Credit between Boone County and DGOGColumbiamo05182018, LLC.

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

Done this 4th day of April 2019.

ATTEST:

Brianna L. Lennon

Clerk of the County Commission

Daniel K. Atwill

Rresiding Commissioner

Fron I Dale

District I Commissioner

Jane M. Thompson

District II Commissioner

Stormwater Erosion and Sediment Control Security Agreement

Date: March 8, 2019

Developer/Owner Name: DGOGColumbiamo05182018 LLC

Address: 1598 Imperial Center

West Plains, MO 65775

Development: Dollar General Store #20181

This agreement is made by and between the above-named developer (herein "Developer") and Boone County, Missouri, a political subdivision of the State of Missouri, through its Resource Management Department, (herein "County") and shall be effective on the above date when signed and approved by all persons listed below.

In consideration of the performance based by each party of their respective obligations described in this agreement, the parties agree to the following:

- 1. Background and Purpose of Agreement The Developer is the owner or authorized agent of the owner for the real estate contained within the development described above which is subject to the Boone County Stormwater Regulations. This agreement is made pursuant to Section 8.4 Performance and Guarantee, in the Stormwater Regulations of Boone County, Missouri in order to permit the Developer to disturb land on the development described above, and to assure County of the required erosion and sediment control and stormwater management. By entering into this agreement, the developer is agreeing to comply with the erosion and sediment plan described below in accordance with the County Stormwater Regulations and specifications and provide to County financial security in the event the developer fails to comply with the plan or complete the improvements within the time and manner provided for by this agreement.
- 2. **Description of Improvements** The Developer agrees to adhere to the Stormwater Pollution Prevention Plan (SWPPP) and Erosion and Sediment Control (ESC) Plans for Construction activities at Dollar General Store #20181. The SWPPP and ESC plan was prepared by Overland Engineering, LLC on January 31, 2019.
- 3. **Time for Completion** The Developer agrees to complete the land disturbance activities and stabilize the site as described in the SWPPP no later than the 1st day of March 2021, and all such improvements shall pass County inspection as of this date.
- 4. **Security for Performance** To secure the Developer's performance of its obligations under this agreement, Developer hereby agrees to provide the County with security in the amount of \$29,035.52, which County may use and apply for Completion of the above described improvements in the event the Developer fails to complete the above described improvements within the time or within manner required by County under its regulations.

The Security shall be provided to County as a condition precedent to the effectiveness of this agreement in the following form:

- ☐ Irrevocable standby letter of credit, with form to be approved by County and issued to Treasurer of Boone County, Missouri
- 5. Use of Security The Developer hereby authorizes County to use, redeem, or otherwise obtain payment as applicable, from the security described above for purposes of completing improvements required of the Developer under this agreement in the event that such improvements are not completed within the time provided for by this agreement, or any extension thereof granted by County in its discretion, or in the event such improvements are not completed in accordance with regulatory requirements or specifications imposed by County. Developer authorizes County to cash the Letter of Credit contemplated herein upon written instructions from the duly-elected and serving Treasurer of Boone County without further authorization or signature required by Developer. In the event Developer fulfills its obligations in the time and manner required by this agreement and obtains a satisfactory final inspection from the County prior to March 1, 2021, then County shall provide Developer with written proof that the requirements of this Security Agreement are satisfied, and the Letter of Credit can be released to Developer. If no written proof has been provided to the financial institution issuing the Letter of Credit that Developer has complied with the requirements of this Agreement, however, then the financial institution shall, on March 1, 2021, or such extended period as mutually-agreed by the parties in writing, shall immediately transfer the balance of the Letter of Credit to the account then-designated by the Boone County Treasurer. If the total sum of the Letter of Credit is not used for completion of any necessary permit items, then the remaining balance shall be paid to Developer within thirty (30) days of completion and acceptance of any required work, along with an itemization of charges detailing the expenditures made by the County.
- 6. Additional Sums Due In the event that the security provided herein is insufficient to complete the required improvements as determined by the County, Developer will, upon demand by the County accompanied by a detailed itemization of the requested additional sum, deposit with County such additional monies which, in the opinion of the County, will be required to complete the necessary improvements. In the event Developer does not deposit the additional monies with the County within ten (10) days, the Developer shall be deemed in default of this Agreement.
- 7. **Remedies Cumulative** Exercise or waiver by the County of any enforcement action under this Agreement does not waive or foreclose any other or subsequent enforcement action whatsoever. The County shall be entitled to its costs, including reasonable attorneys' fees, in enforcement of Developer's obligations under this Agreement.
- 8. **Authority of Representative Signatories** Signatories to this agreement who execute this agreement in a representative capacity for a corporation, limited liability company or partnership, or other business entity, hereby affirmatively represent that they have obtained all resolutions or orders needed to enter in this agreement and are duly authorized to enter into this agreement and bind the parties which they represent to all terms and conditions herein.

9. **Binding Effect** – This agreement shall be binding upon the parties hereto in their respective heirs, personal representative, administrators, successors, and interest in successors in assigned offices. The County and Developer hereby accept this Agreement as a lawful and satisfactory Security Agreement.

In Witness Whereof the Developer and the County have executed this agreement to be effective on the day and year first above written.

ACKNOWLEDGED AND AGREED TO:
Developer/Owner: By: Printed Name: Title Title Title
Title: EVP
BOONE COUNTY, MISSOURI: Department of Resource Management
Stan Shawver, Director Resource Management
County Commission: Daniel K. Atwill, Presiding Commissioner
Attest: Branna A Almon 10 Brianna L. Lennon, Boone County Clerk
County Treasurer Tom Darrough, County Treasurer
Approved as to form: Approved as to form: C.J. Dykhouse, County Counselor



00000000000166958%1470%03122019% RAA2594

IRREVOCABLE LETTER OF CREDIT

Borrower:

RSBR INVESTMENTS, LLC

1598 IMPERIAL CENTER, SUITE 2001 WEST PLAINS, MO 65775-0000 Lender:

The Bank of Missouri

Ozark, MO 65721-7483

Branch 4 1301 W South Street

Beneficiary: COUNTY OF BOONE

801 E WALNUT ST, RM 315 COLUMBIA , MO 65201

NO.: 166958

EXPIRATION DATE. This letter of credit shall expire upon the earlier of the close of business on 03-10-2020 and all drafts and accompanying statements or documents must be presented to Lender on or before that time, or the day that Lender honors a draw under which the full amount of this Letter of Credit has been drawn (the "Expiration Date").

AMOUNT OF CREDIT. Lender hereby establishes at the request and for the account of Borrower, an Irrevocable Letter of Credit in favor of Beneficiary for a sum of Twenty-nine Thousand Thirty-five & 52/100 Dollars (\$29,035.52) (the "Letter of Credit"). These funds shall be made available to Beneficiary upon Lender's receipt from Beneficiary of sight drafts drawn on Lender at Lender's address indicated above (or other such address that Lender may provide Beneficiary in writing) during regular business hours and accompanied by the signed written statements or documents indicated below.

WARNING TO BENEFICIARY: PLEASE EXAMINE THIS LETTER OF CREDIT AT ONCE. IF YOU FEEL UNABLE TO MEET ANY OF ITS REQUIREMENTS, EITHER SINGLY OR TOGETHER, YOU SHOULD CONTACT BORROWER IMMEDIATELY TO SEE IF THE LETTER OF CREDIT CAN BE AMENDED. OTHERWISE, YOU WILL RISK LOSING PAYMENT UNDER THIS LETTER OF CREDIT FOR FAILURE TO COMPLY STRICTLY WITH ITS TERMS AS WRITTEN.

DRAFT TERMS AND CONDITIONS. Lender shall honor drafts submitted by Beneficiary under the following terms and conditions: Each draft so drawn must be marked "Drawn under THE BANK OF MISSOURI LETTER OF CREDIT NO. 166958," and be accompanied by a signed statement in substantially the form set out as Exhibit "A", which is attached hereto, from Beneficiary that Borrower or DGOGColumbiamo05182018 LLC has failed to fulfill the obligations of their contract. "This letter of credit may be extended upon presentation of an agreement to extend, executed by the Developer/Owner and the County of Boone, and presented to the Bank of Missouri within the 60-day period prior to the then-effective date of expiration of this letter of credit." We hereby engage with the drawers, endorsers, and bona fide holders of drafts drawn under and in compliance with the terms of this credit that the same will be duly honored on due presentation and delivery of documents as specified if presented to this bank on or before March 10, 2020, provided further that upon such expiration, either at one years time, or such extended period as contemplated herein we shall immediately transfer the balance of the maximum available credit to County of Boone at the account then-designated by the Boone County Treasurer.

Upon Lender's honor of such drafts, Lender shall be fully discharged of Lender's obligations under this Letter of Credit and shall not be obligated to make any further payments under this Letter of Credit once the full amount of credit available under this Letter of Credit has been drawn.

Beneficiary shall have no recourse against Lender for any amount paid under this Letter of Credit once Lender has honored any draft or other document which complies strictly with this Letter of Credit, and which on its face appears otherwise in order but which is signed, issued, or presented by a party or under the name of a party purporting to act for Beneficiary, purporting to claim through Beneficiary, or posing as Beneficiary without Beneficiary's authorization. By paying an amount demanded in accordance with this Letter of Credit, Lender makes no representation as to the correctness of the amount demanded and Lender shall not be liable to Beneficiary, or any other person, for any amount paid or disbursed for any reason whatsoever, including, without limitation, any nonapplication or misapplication by Beneficiary of the proceeds of such payment. By presenting upon Lender or a confirming bank, Beneficiary certifies that Beneficiary has not and will not present upon the other, unless and until Beneficiary meets with dishonor. Beneficiary promises to return to Lender any funds received by Beneficiary in excess of the Letter of Credit's maximum drawing amount.

USE RESTRICTIONS. All drafts must be marked "DRAWN UNDER The Bank of Missouri IRREVOCABLE LETTER OF CREDIT NO. 166958 DATED 03-12-2019," and the amount of each draft shall be marked on the draft. Only Beneficiary or Beneficiary's transferee may complete a draft and accompanying statements or documents required by this Letter of Credit and make a draw under this Letter of Credit. This original Letter of Credit must accompany any draft drawn hereunder.

Partial draws are permitted under this Letter of Credit. Lender's honor of a partial draw shall correspondingly reduce the amount of credit available under this Letter of Credit. Following a partial draw, Lender shall return this original Letter of Credit to Beneficiary with the partial draw noted hereon; in the alternative, and in its sole discretion, Lender may issue a substitute Letter of Credit to Beneficiary in the amount shown above, less any partial draw(s).

PERMITTED TRANSFEREES. This Letter of Credit may be transferred by Beneficiary upon prior written notice to Lender of the transfer. The transferee shall be deemed the new Beneficiary of this Letter of Credit and the documents of the transferee, including drafts required under this Letter of Credit, will be processed by Lender (or any intermediary) without the original Beneficiary's intervention and without any further obligation of Lender to the original Beneficiary.

TRANSFEREES REQUIRED DOCUMENTS. When the presenter is a permitted transferee under the "Permitted Transferees" paragraph above (the "Permitted Transferee"), the documents required for a draw shall include all documents required elsewhere in this Letter of Credit, except that such documents may be in the name of and executed by either the original Beneficiary or the presenter permitted by the "Permitted Transferees" paragraph above.

COMPLIANCE BURDEN. Lender is not responsible for any impossibility or other difficulty in achieving strict compliance with the requirements of this Letter of Credit precisely as written. Beneficiary understands and acknowledges: (i) that unless and until the present wording of this Letter of Credit is amended with Lender's prior written consent, the burden of complying strictly with such wording remains solely upon Beneficiary, and (ii) that Lender is relying upon the lack of such amendment as constituting Beneficiary's initial and continued approval of such wording.

NON-SEVERABILITY. If any aspect of this Letter of Credit is ever declared unenforceable for any reason by any court or governmental body having jurisdiction, Lender's entire engagement under this Letter of Credit shall be deemed null and void ab initio, and both Lender and Beneficiary shall be restored to the position each would have occupied with all rights available as though this Letter of Credit had never

IRREVOCABLE LETTER OF CREDIT (Continued)

Loan No: 166958

ued) Page 2

occurred. This non-severability provision shall override all other provisions in this Letter of Credit, no matter where such provision appears within this Letter of Credit.

GOVERNING LAW. This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Missouri without regard to its conflicts of law provisions, and except to the extent such laws are inconsistent with the 2007 Revision of the Uniform Customs and Practice for Documentary Credits of the International Chamber of Commerce, ICC Publication No. 600. This Agreement has been accepted by Lender in the State of Missouri.

EXPIRATION. Lender hereby agrees with Beneficiary that drafts drawn under and in compliance with the terms of this Letter of Credit will be duly honored if presented to Lender on or before the Expiration Date unless otherwise provided for above.

Dated: March 12, 2019

LENDER:

THE BANK OF MISSOURI

Authorized Officer

ENDORSEMENT OF DRAFTS DRAWN:

Amount Amount

Date Negotiated By In Words In Figures

LaserPro, Var., 18,4.20,085 Copr. Finastra USA Corporation 1997, 2019. All Rights Reserved. - MO R:\LPWN\CF\\LPL\C43LOC.FC TR-98459 PR-STDCOM13

Exhibit "A" To Letter of Credit Form of Certificate for Drawing

Boone County, Missouri letterhead

Date

Bank Name
Bank Address
City, State, Zip
Attention: Bank Senior VP

Re:

Bank Letter of Credit No.: XXXXXXX

Dated: MM/DD/YY

In Favor of Boone County, Missouri on behalf of Developer/Owner

Gentlemen:

The undersigned, a duly authorized official of County of Boone, Missouri (the "Beneficiary"), hereby certifies to The Bank of Missouri (the "Bank"), with reference to Irrevocable Letter of Credit No. XXXXXXX (the "Letter of Credit"; any capitalized terms used herein and not defined shall have their respective meanings as set forth in the said Letter of Credit) issued by the Bank in favor of the Beneficiary, that:

1.	The Account Party has failed to complete all improvements or fulfill all obligations required by the Subdivision Regulations, Stormwater regulations, or other applicable rules and regulations of the County of Boone.			
2.	 A draft in the sum of \$ as requested by this Certificate is not in excess of the Maximum Available Credit under the Letter of Credit and shall result in a reduction of the Maximum Available Credit under the Letter of Credit. 			
account, as instr		ne credit of the Boone County, Missouri to the following asurer: [INSERT BANK Account #],		
ITIW NI	NESS WHEREOF, the Beneficia	ary has executed and delivered this certificate this		
day o	of			
		BOONE COUNTY, MISSOURI		
		By: Presiding Commissioner		
APPROVED BY:		Attest:		
 Stan Shawver, D	irector, Resource Management	Taylor W. Burks, Boone County Clerk		
		Commission Order:		

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

November Session of the October Adjourned

Term. 20 19

County of Boone

In the County Commission of said county, on the

7th

day of

November

20 19

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

Now on this day, the County Commission of the County of Boone does hereby award Contract 47-26AUG19 – 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 7th day of November 2019.

ATTEST:

Brianna L. Lennon

Clerk of the County Commission

Daniel K. Atwill

Presiding Commissioner

Fred J. Parry

District 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

MEMORANDUM

TO:

Boone County Commission

FROM:

Liz Palazzolo, CPPO, C.P.M.

DATE:

October 23, 2019

RE:

47-26AUG19 - Extradition Services

Request for Proposal 47-26AUG19 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, 2020 through December 31, 2020. There are two (2) one-year renewal options available.

Payment will be paid from the following Department/Account:

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

/lp

cc:

Gary German File RFP

|--|

PURCHASE AGREEMENT FOR EXTRADITION SERVICES

	7th	November	
THIS AGREEMENT dated the	day of _	201	9 is made
between Boone County, Missouri, a polit	ical subdivision of	f the State of Missouri	through the
Boone County Commission, herein "Cou	nty" and U.S. Cor	rections, 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 47-26AUG19 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 8/22/19, executed by Joel Brasfield, on behalf of the Contractor, Best and Final Offer #1 dated 9/19/19 executed by Joel Brasfield, and e-mail clarification dated 10/16/19 from **Dave Warden**, on behalf of the Contractor. 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, 2020 through December 31, 2020. The County shall have the option to renew the contract for two (2) 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:

Extradition Services			
Description of Service	Firm, Fixed Unit Price or Discount		
Item 5.1.1 Firm, Fixed Price Per Mile – Adult Prisoner	\$1.95/Mile		

Item 5.1.2 Firm, Fixed Price Per Mile – Juvenile Prisoner	Case-By-Case
Item 5.1.3 Firm, Fixed Minimum Price For Trip	\$700.00/Trip Minimum Price
Item 5.1.4 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. *Costs shall be reimbursed at actual cost with provision of supporting documentation (invoices) to the County from U.S. Corrections LLC.	\$650.00 + Cost*/Pick-Up — Limited Service Area
Discount if more than one prisoner per pick- up/drop-off location at same time	25%

- 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.

U.S. CORRECTIONS, LLC

Account

Commission Order	#
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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 bidding specifications or variances authorized by County, or

BOONE COUNTY, MISSOURI

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.

by Joseph	DocuSigned by	Atwill
	Presidingo	Eammissioner
APPROVED AS TO FORM: —DocuSigned by: Clarky 1 below	ATTEST: Docusigned by: Bhawa (Lennon by MT
Countybeauselor	Copurty electe	rk
AUDITOR CERTIFICATION In accordance with RSMo 50.660 balance exists and is available to see Certification is not required if the obligation at this time.)	satisfy the obligation(s) arising	g from this contract. (Note:
	Fund: 125:	5 - Account: 85600: \$23,000.00
Docusigned by: Time Picch food by 19	11/1/2019	
Signature 847D	Date	Appropriation

Comm	icciar	Order #
Comm	ussior	Order#

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 Proposal and/or Proposal.
- 3. The Boone County Commission has the right to accept or reject any part or parts of all proposals, 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 proposal 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 resubmittal 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 proposal 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 proposal.
- 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.
- Failure to deliver as guaranteed may disqualify Bidder from future bidding.
- Prices must be as stated in units of quantity specified, and must be firm. Proposals qualified by escalator clauses may not be considered unless specified in the proposal specifications.
- 12. No proposal 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.

Commission	Order	#

- 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 proposal should be directed to the Purchasing Department prior to proposal 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 proposal responses over \$25,000, if any manufactured goods or commodities proposed with proposal/proposal response are manufactured or produced outside the United States, this MUST be noted on the Proposal/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

Liz Palazzolo

From:

Dave Warden dwarden@prisonertransport.net

Sent:

Wednesday, October 9, 2019 4:06 PM

To: Cc: Liz Palazzolo Dustin Baldwin

Subject:

Re: Best and Final Offer Request (BAFO) #1 RFP 47-26AUG19 Extradition Services for

Boone County

Hi Liz,

I apologize as I thought I had responded to you earlier. 30% proposed maximum increase per year so yes, if we were to propose a maximum increase it would be 30% max on the first and then 30% of that increase on the second so it would be a total of 60% of the original bid price on the second year.

- Dave

From: Liz Palazzolo < LPalazzolo@boonecountymo.org>

Sent: Wednesday, October 9, 2019 5:02:44 PM

To: Dave Warden dwarden@prisonertransport.net Cc: Dustin Baldwin dbaldwin@prisonertransport.net

Subject: RE: Best and Final Offer Request (BAFO) #1 RFP 47-26AUG19 Extradition Services for Boone County

Hello – I don't see that I received an answer to this question. We are trying to wrap-up the evaluation and need an answer to this question please. Thank you

From: Liz Palazzolo

Sent: Thursday, September 26, 2019 2:10 PM

To: Dave Warden dwarden@prisonertransport.net Cc: Dustin Baldwin dbaldwin@prisonertransport.net

Subject: RE: Best and Final Offer Request (BAFO) #1 RFP 47-26AUG19 Extradition Services for Boone County

Hi – the BAFO has arrived. I have a question. For the renewal options, since the percentage of increase is applied to original bid pricing, is the 30% accurate for the first and second renewal, or did US Corrections intend 30% and 60%? Again- it's applied to the first contract year's pricing.

From: Dave Warden < dwarden@prisonertransport.net >

Sent: Wednesday, September 25, 2019 2:20 PM

To: Liz Palazzolo < LPalazzolo@boonecountymo.org >
Cc: Dustin Baldwin < dbaldwin@prisonertransport.net >

Subject: RE: Best and Final Offer Request (BAFO) #1 RFP 47-26AUG19 Extradition Services for Boone County

Hi Liz,

I just wanted to let you know that the signed BAFO was mailed to your attention today. You should have it by tomorrow morning and thank you again for your help.

Best.

Semper Fidelis,

Dave Warden III

Sales & Marketing Manager

U.S. Corrections

Office: (615) 352-9798 ext. 156

Direct: (727) 336-9430 Fax: (615) 352-9737

After Hours/Watch Commander: (615) 948-4353



PTS of America - <u>prisonertransport.net</u>
US Prisoner Transport - <u>usprisonertransport.com</u>
US Corrections - <u>uscorrections.org</u>

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From: Liz Palazzolo < LPalazzolo @boonecountymo.org >

Sent: Thursday, September 19, 2019 11:35 AM

To: Dave Warden dwarden@prisonertransport.net Subject: RE: Best and Final Offer Request (BAFO) #1 RFP 47-26AUG19 Extradition Services for Boone County

Here is an update that incorporates changes that have been agreed to regarding paragraph 3.8.5(a) – please use this version to submit your BAFo response. Let me know if you have any questions. Thanks

From: Dave Warden < dwarden@prisonertransport.net>

Sent: Thursday, September 19, 2019 10:18 AM

To: Liz Palazzolo < <u>LPalazzolo@boonecountymo.org</u>>; Dustin Baldwin < <u>dbaldwin@prisonertransport.net</u>> Subject: Re: Best and Final Offer Request (BAFO) #1 RFP 47-26AUG19 Extradition Services for Boone County

That would be great if you could.

- Dave

From: Liz Palazzolo < LPalazzolo@boonecountymo.org > Sent: Thursday, September 19, 2019 11:17:29 AM

To: Dave Warden dwarden@prisonertransport.net; Dustin Baldwin dbaldwin@prisonertransport.net

Subject: RE: Best and Final Offer Request (BAFO) #1 RFP 47-26AUG19 Extradition Services for Boone County

Yes – please complete the BAFO forms and return them (sealed mail). Do you need me to send the BAFO request again?

From: Dave Warden dwarden@prisonertransport.net

Sent: Thursday, September 19, 2019 9:27 AM

To: Liz Palazzolo < LPalazzolo@boonecountymo.org>; Dustin Baldwin < dbaldwin@prisonertransport.net> Subject: RE: Best and Final Offer Request (BAFO) #1 RFP 47-26AUG19 Extradition Services for Boone County

Morning Liz,

Thank you for working with us and for letting me know. Do we need to submit a revised BAFO or do you need anything further from us?

- Dave

From: Liz Palazzolo < LPalazzolo@boonecountymo.org>

Sent: Thursday, September 19, 2019 9:55 AM

To: Dave Warden dwarden@prisonertransport.net; Dustin Baldwin dbaldwin@prisonertransport.net> Subject: RE: Best and Final Offer Request (BAFO) #1 RFP 47-26AUG19 Extradition Services for Boone County

Thanks – the County will accept the 50% cancellation in the even the County cancels the trip and US Corrections has already deployed.

From: Dave Warden < dwarden@prisonertransport.net >

Sent: Wednesday, September 18, 2019 11:19 AM

To: Liz Palazzolo < LPalazzolo@boonecountymo.org>; Dustin Baldwin < dbaldwin@prisonertransport.net>
Subject: RE: Best and Final Offer Request (BAFO) #1 RFP 47-26AUG19 Extradition Services for Boone County

Yes, that is correct.

- Dave

From: Liz Palazzolo < LPalazzolo@boonecountymo.org > Sent: Wednesday, September 18, 2019 12:13 PM

To: Dave Warden dwarden@prisonertransport.net ; Dustin Baldwin dbaldwin@prisonertransport.net > Subject: RE: Best and Final Offer Request (BAFO) #1 RFP 47-26AUG19 Extradition Services for Boone County

Good morning – The County wants to confirm that the cancellation fee is only incurred in the event the County cancels the transport. It would not be charged in the event US Corrections cancels the transport. Please confirm.

From: Dave Warden dwarden@prisonertransport.net

Sent: Monday, September 16, 2019 8:59 AM

To: Liz Palazzolo < LPalazzolo@boonecountymo.org>; Dustin Baldwin < dbaldwin@prisonertransport.net> Subject: RE: Best and Final Offer Request (BAFO) #1 RFP 47-26AUG19 Extradition Services for Boone County

Importance: High

Good Morning Liz,

We've reviewed the BAFO on our end and thank you again for your willingness to work with us on these changes. We just have one item that needs addressed before our President will sign off.

Item #8: We appreciate the proposed 15% for a cancelled trip when our Agents are already in route but to ensure that we are not taking a significant loss on these transports, we request that this be up to 50% of the original quote OR the total of our incurred costs for the cancelled transport, whichever is less.

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 the event the contractor has scheduled but is not in route to the destination. In the event the contractor's transport is in route, then the contractor shall be entitled to no more than 15% of the total transport cost/or the trip.

Best,

Gemper Fidelis,

Dave Warden III

Sales & Marketing Manager

U.S. Corrections

Office: (615) 352-9798 ext. 156

Direct: (727) 336-9430 Fax: (615) 352-9737

After Hours/Watch Commander: (615) 948-4353



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US Prisoner Transport - <u>usprisonertransport.com</u>
US Corrections - <u>uscorrections.org</u>

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From: Liz Palazzolo < LPalazzolo@boonecountymo.org>

Sent: Wednesday, September 11, 2019 11:49 AM

To: Dave Warden dwarden@prisonertransport.net ; Dustin Baldwin dbaldwin@prisonertransport.net > Subject: RE: Best and Final Offer Request (BAFO) #1 RFP 47-26AUG19 Extradition Services for Boone County

Thanks

From: Dave Warden dwarden@prisonertransport.net

Sent: Wednesday, September 11, 2019 8:27 AM

To: Liz Palazzolo <<u>LPalazzolo@boonecountymo.org</u>>; Dustin Baldwin <<u>dbaldwin@prisonertransport.net</u>>
Subject: RE: Best and Final Offer Request (BAFO) #1 RFP 47-26AUG19 Extradition Services for Boone County

Good Morning Liz,

Thank you for sending this over. I'll review it now and will have it back to you ASAP.

Best,

Semper Fidelis.

Dave Warden III

Sales & Marketing Manager

U.S. Corrections

Office: (615) 352-9798 ext. 156

Direct: (727) 336-9430 Fax: (615) 352-9737

After Hours/Watch Commander: (615) 948-4353



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From: Liz Palazzolo < LPalazzolo@boonecountymo.org>

Sent: Tuesday, September 10, 2019 5:55 PM

To: Dave Warden dwarden@prisonertransport.net; Dustin Baldwin dbaldwin@prisonertransport.net> Subject: Best and Final Offer Request (BAFO) #1 RFP 47-26AUG19 Extradition Services for Boone County

Importance: High

Good afternoon: As we discussed last week, here is a Best and Final Offer (BAFO) request for RFP 47-26AUG19. I think just about all the exceptions US Corrections took have been accommodated in some manner. The 50% payment for cancelled trips is unacceptable but we have a work-around. Given the fact that currently there is no payment made for a cancelled trip, the proposal acknowledges the inconvenience. Please review. I am available to discuss if you'd like to set-up a call. You may make any change to your original offer you may choose but it would be acceptable to merely sign and return BAFO Form #1 since the BAFO revises original RFP requirements. Thanks for your interest in doing business with Boone County. Please let me know if you would like to discuss.

Liz Palazzolo Senior Buyer

Boone County Purchasing

DocuSign Envelope ID: BAAEA84F-20CA-44F3-B10C-43B62FEA25D7

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

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

September 10, 2019 (Updated 9/19/19)

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 47-26AUG19 – Extradition Services, Term and Supply

Dear Mr. Warden:

This letter shall constitute an *updated* 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, <u>including a reduction or other change to pricing</u>. 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 17, 2019. 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@boonecountymo.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 47-26AUG19 – 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, OPPO, C.P.M.

Senior Buyer

Company Name:	US Corrections LLC		
Address:	PO Box 171078		
	Nashville, TN 3721	7	
Telephone: 615-352	-9798	Fax: 615-352-9737	
Federal Tax ID or Socia	al Security #] : 82-32	01264	
Print Name: Joel Bras			
Signature:		Date: 09/19/2019	
E-mail: jbrasfield@p	orisonertransport.ne	t	

BEST AND FINAL OFFER FORM #2
BOONE COUNTY - MISSOURI
PROPOSAL NUMBER AND DESCRIPTION: RFP 47-26AUG19 – 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 47-26AUG19 – 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 3.16.3 has been **REVISED** as follows:
 - 3.16.3 Contract Period: The initial contract period shall run January 1, 2020 through December 31, 2020. The contract shall have *two (2)*, 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.
- 2. Paragraph 5.2 has been **REVISED** as follows. Line items 5.2.1 and 5.2.2 are presented for the offeror's convenience in quoting percentage pricing adjustments:

The County *shall* have the sole option to renew the contract in one-year increments, or any portion thereof, for a total accumulated period of *two* (2) 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. <u>Do not quote BOTH a Maximum Increase and a Minimum Decrease</u> – quote one or the other. Statements such as "a percentage of the then-current price" or "consumer price index" are NOT ACCEPTABLE i.e., <u>reference to a CPI adjustment shall be deemed</u> 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 *shall* be calculated against original, not compounded, pricing.

- 3. Line items 5.2.3 and 5.2.4 on the Vendor Response and Pricing Pages are **DELETED** from the RFP.
- 4. Paragraph 3.1.6 has been **REVISED** as follows (text deleted and revised):
 - 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 requiring emergency medical treatment; any mechanical failure that impacts the extradition; and any refusal of law enforcement agencies to release a prisoner to the contractor as authorized or directed by the County.
- 5. Paragraph 3.2.4(a) has been **REVISED** as follows:

- a. The contractor shall deliver prisoners held in another jurisdiction to the County's facilities within the shortest period allowed while still in compliance with current U.S. Department of Transportation "Hours of Service" regulations. If compliance with current U.S. Department of Transportation "Hours of Service" regulations is not violated, the extradition shall be completed within fifteen (15) calendar days from the date of pickup unless the County requires a shorter transport time, delays outside of human control notwithstanding.
- 6. Paragraph 3.4.2 has been **REVISED** as follows:
 - 3.4.2 The contractor must ensure that two (2) male staff or preferably one (1) 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.
- 7. Paragraph 3.8.3 has been **REVISED** as follows:
 - 3.8.3. Either transporting agents shall carry fingerprints and a photo of each prisoner being transported or the transport vehicle shall be equipped with multiple CCTV cameras, recording audio, and video which shall allow for the most up-to-date photo/image of the offender in transit.
- 8. Paragraph 3.8.5(a) has been **REVISED** as follows:
 - 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 the event the County cancels the transport and the contractor has scheduled the trip but is not in route to the destination. In the event the County cancels the trip and the contractor's transport is in route, then the contractor shall be entitled to 50% of the total transport cost for the trip.
- 9. Paragraph 3.12.3 has been **REVISED** as follows:
 - 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. It is preferred but not required that the transportation agent be of the same gender as the prisoner.
- 10. Paragraph 3.16.4 has been **REVISED** as follows
 - 3.16.4 Cancellation Agreement: Either party may terminate the agreement for convenience upon thirty (30) days written, advance notice to the other party.

 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.

- 11. Paragraph 3.8.10 has been **REVISED** as follows (text deleted/added):
 - 3.8.10. The contractor shall promptly and directly communicate any delays in transport to the County.

Boone County Purchasing

Court of sooth

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

September 10, 2019 (Updated 9/19/19)

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 47-26AUG19 – Extradition Services, Term and Supply

Dear Mr. Warden:

This letter shall constitute an *updated* 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 17, 2019. 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@boonecountymo.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 47-26AUG19 – Extradition Services, Term
and Supply

BEST AND FINAL OFFER FORM #1

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Bv:

Liz Palazzolo, OPPO, C.P.M.

Senior Buyer

Company Name:			
Address:			
Telephone:	Fa	x:	
Federal Tax ID (or Social Security #):			
Print Name:	Title:		
Signature:	Da	ate:	
E-mail:			

BEST AND FINAL OFFER FORM #2
BOONE COUNTY - MISSOURI
PROPOSAL NUMBER AND DESCRIPTION: RFP 47-26AUG19 – Extradition Services, Term
and Supply

BAFO #1 REVISIONS LIST

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- 1. Paragraph 3.16.3 has been **REVISED** as follows:
 - 3.16.3 Contract Period: The initial contract period shall run January 1, 2020 through December 31, 2020. The contract shall have *two (2)*, 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.
- 2. Paragraph 5.2 has been **REVISED** as follows. Line items 5.2.1 and 5.2.2 are presented for the offeror's convenience in quoting percentage pricing adjustments:

The County *shall* have the sole option to renew the contract in one-year increments, or any portion thereof, for a total accumulated period of *two* (2) 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. <u>Do not quote BOTH a Maximum Increase and a Minimum Decrease</u> – quote one or the other. Statements such as "a percentage of the then-current price" or "consumer price index" are NOT ACCEPTABLE i.e., <u>reference to a CPI adjustment shall be deemed unacceptable.</u>

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 *shall* be calculated against original, not compounded, pricing.

- 3. Line items 5.2.3 and 5.2.4 on the Vendor Response and Pricing Pages are **DELETED** from the RFP.
- 4. Paragraph 3.1.6 has been **REVISED** as follows (text deleted and revised):
 - 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 requiring emergency medical treatment; any mechanical failure that impacts the extradition; and any refusal of law enforcement agencies to release a prisoner to the contractor as authorized or directed by the County.
- 5. Paragraph 3.2.4(a) has been **REVISED** as follows:

- a. The contractor shall deliver prisoners held in another jurisdiction to the County's facilities within the shortest period allowed while still in compliance with current U.S. Department of Transportation "Hours of Service" regulations. If compliance with current U.S. Department of Transportation "Hours of Service" regulations is not violated, the extradition shall be completed within fifteen (15) calendar days from the date of pickup unless the County requires a shorter transport time, delays outside of human control notwithstanding.
- 6. Paragraph 3.4.2 has been **REVISED** as follows:
 - 3.4.2 The contractor must ensure that two (2) male staff or preferably one (1) 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.
- 7. Paragraph 3.8.3 has been **REVISED** as follows:
 - 3.8.3. Either transporting agents shall carry fingerprints and a photo of each prisoner being transported or the transport vehicle shall be equipped with multiple CCTV cameras, recording audio, and video which shall allow for the most up-to-date photo/image of the offender in transit.
- 8. Paragraph 3.8.5(a) has been **REVISED** as follows:
 - 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 the event the County cancels the transport and the contractor has scheduled the trip but is not in route to the destination. In the event the County cancels the trip and the contractor's transport is in route, then the contractor shall be entitled to 50% of the total transport cost for the trip.
- 9. Paragraph 3.12.3 has been **REVISED** as follows:
 - 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. It is preferred but not required that the transportation agent be of the same gender as the prisoner.
- 10. Paragraph 3.16.4 has been **REVISED** as follows
 - 3.16.4 Cancellation Agreement: Either party may terminate the agreement for convenience upon thirty (30) days written, advance notice to the other party.

 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.

- 11. Paragraph 3.8.10 has been **REVISED** as follows (text deleted/added):
 - 3.8.10. The contractor shall promptly and directly communicate any delays in transport to the County.

7 | 1



PROPOSAL TO PROVIDE EXTRADITION SERVICES FOR THE COUNTY OF BOONE

RFP# 47-26AUG19

Due: August 26TH, 2019 @ 2:00 p.m. CST

POC: Dave Warden III Sales & Marketing Manager 615-352-9798 ext. 156

dwarden@prisonertransport.net

CONTENTS

Page : EXECUTIVE SUMMARY
Page : COMPANY OVERVIEW
Page : SCOPE OF SERVICES

Page: PERSONNEL, TRANSPORT VEHICLES, AND EQUIPMENT

Page : **KEY PERSONNEL**

Page : ADMINISTRATIVE & SUPPORT PERSONNEL

Page : TRANSPORT AGENTS

STANDARDS

DRUG TESTING AND BACKGROUND CHECK

TRAINING ACADEMY

ACADEMY OVERVIEW

Page : PRISONER TRANSPORT FLEET

TRANSPORT BUSES

TRANSPORT VANS

CURRENT VEHICLE FLEET

FLEET MAINTENANCE

Page : **EQUIPMENT**

RESTRAINTS

ALTERNATE RESTRAINT DEVICES

LETHAL/LESS-LETHAL WEAPONS

Page : POLICIES & PROCEDURES

KEEP SEPERATES

MEALS

MEDICATIONS

INMATE PROPERTY

HOUSING/MID-TRIP BREAKS

MEDICAL EMERGENCIES

REPORTING OF INCIDENTS

AIR TRANSPORTS

CONFIDENTIALITY

INMATE INDETIFICATION

: **OPERATIONS**

Page

- PLACING A TRANSPORT REQUEST
- MILEAGE
- o **BILLING**

Page : AUTHORITY & COMPLIANCE

- INDUSTRY CAUTION
- INSURANCE
- o **ELECTRONIC LOGGING DEVICES**
- FMCSA OPERATING AUTHORITY
- USDOT#
- DOT SAFETY RATING
- CAMERAS
- o TRIP DURATION TRACKING

Page : **REFERENCES**

Attached: INDUSTRY CHANGES LETTER

Attached: INSURANCE CERTIFICATES

Attached: DOT-FMCSA OPERATING AUTHORITY

Attached: DOT-FMCSA COMPANY 'SNAP SHOT'

Attached : **Exceptions & Deviations**

Attached: Pricing Proposal

Attached: RFP Documents



PO BOX 171078 Nashville, TN 37217 PH: 615.352.9798 FAX: 615.352.9737 info@prisonertransport.net

Division of Warrants and Extraditions

August 21st, 2019

County of Boone

Extradition Services RFP # 47-26AUG19

Re: Executive Summary

To the reviewing panel,

U.S. Corrections is excited to submit our proposal to the County of Boone and we thank you in advance for your consideration. U.S. Corrections is part of the Nation's Largest Prisoner Transportation network and transports over 25,000 Offenders for over 2,000 federal, state, and local Government Agencies per year. We have thorough coverage in the state of Missouri, and we have the ability to perform all services - as described in this RFP. We feel confidently that we are a great fit for the 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. As the current provider of these services to the County, we genuinely enjoy working with the staff of the Sheriff's Office and we hope to continue to do so for many more years to come.

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

U.S. Corrections, 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 25,000 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.

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 120 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.

Interstate/Intrastate Inmate

Transportation/Extraditions: U.S. Corrections currently offers Inmate Transportation/Extraditions to all 50-States and U.S. Territories by both ground and air.



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:
 - 1. Communicable diseases such as:
 - a. HIV/Aids
 - b. Hepatitis
 - c. Tuberculosis
 - 2. Insulin Dependent Diabetics (if more than 100-miles)
 - 3. Seizure Disorders
 - 4. Mental Disorders/Suicidal Prisoners
 - 5. Heart Conditions
 - **6.** Recent Surgery (Within 24 to 48 hours)
 - 7. Missing Limbs (Non-Ambulatory such as; crutches, cane or wheelchair bound)
 - **8.** Pregnant Females (if more than 100-miles)
 - 9. Excessive Open Sores, Cuts or Other Wounds
 - 10. Prisoners taking blood thinners

PERSONNEL, TRANSPORT VEHICLES, AND EQUIPMENT Kev Personnel:

U.S. Correction's Key Personnel are supported by over **120 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

Ryan Whitten, Chief Operating Officers

- 2016-2019 President, Texas Prisoner Transportation Services
- 15+ Years' Experience in Private Prisoner Transportation

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 Safet

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

- 2014-2017 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

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. 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:
 - Communication Device (mandatory)
 - Additional Pistol Magazines (mandatory)
 - 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)
- Valid State Driver's License (CDL if required by position).



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.

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:

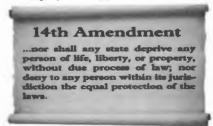
CPR, First Aid, & AED: American Red Cross – BLS
 Course with emphasis on administering aid to a
 detained dangerous criminal in an
 unsafe/unsecure environment.



- 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.
- **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 (14th 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 Diver 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.





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 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
- 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'

 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.

Year	Make	Model	Style	<u>VIN</u>
2017	Dodge	ProMaster	Transport Van	3C6URVJG7HE508010
2017	Dodge	ProMaster	Transport Van	3C6URVJG5HE544723
2017	Dodge	ProMaster	Transport Van	3C6URVJG6HE539782
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	3C6URVJG6JE114598
2018	Dodge	ProMaster	Transport Van	3C6URVJG9JE114613
2018	Dodge	ProMaster	Transport Van	3C6URVJG7JE114612
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
2018	Dodge	ProMaster	Transport Van	3C6URVJG5JE108369
2018	Dodge	ProMaster	Transport Van	3C6URVJG0JE119845
2018	Dodge	ProMaster	Transport Van	3C6URVJG4JE144845
2018	Dodge	ProMaster	Transport Van	3C6URVJG3JE117538
2018	Dodge	ProMaster	Transport Van	3C6URVJGXJE111509
2018	Dodge	ProMaster	Transport Van	3C6URVJG1JE150943
2018	Dodge	ProMaster	Transport Van	3C6URVJG3JE150944
2019	Dodge	ProMaster	Transport Van	3C6URVJG7JE101388
2019	Dodge	ProMaster	Transport Van	3C6URVJG5KE505243
2019	Dodge	ProMaster	Transport Van	3C6URVJG2KE504194
2019	Dodge	ProMaster	Transport Van	3C6URVJG3KE505242
2019	Dodge	ProMaster	Transport Van	3C6URVJG4KE504195
2019	Dodge	ProMaster	Transport Van	3C6URVJG8KE508685
2019	Dodge	ProMaster	Transport Van	3C6URVJG2KE513641
2019	Dodge	ProMaster	Transport Van	3C6URVJG7KE505244
2019	Dodge	ProMaster	Transport Van	3C6URVJG8KE513644
2019	Dodge	ProMaster	Transport Van	3C6URVJG6KE504196
2019	Dodge	ProMaster	Transport Van	3C6URVJG6KE513643
2019	Dodge	ProMaster	Transport Van	3C6URVJG4KE513642
2019	Dodge	ProMaster	Transport Van	3C6URVJG6KE508684

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 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.



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.

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.

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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. Meal times typically correspond with normal 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.

<u>Medications:</u> 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 lockbox, 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. 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.

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. 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.

<u>Confidentiality:</u> Inmate confidentiality is taken very seriously by U.S. Corrections. All information obtained for the transport of an inmate is held securely 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: <u>www.prisonertransport.net</u>

By Phone: 615-352-9798 Toll Free: 866-388-8488 By Fax: 615-352-9737

By Email: 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 in advance 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) in advance prior to arrival. 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.

<u>Billing:</u> 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 Justice and 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*.

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 <u>minimum</u> 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 <u>legally operating vendor</u>.

Mandatory Insurance Requirements:

The <u>minimum</u> 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 <u>minimum</u> 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 18th, 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 <u>must</u> have FMCSA Operating Authority with a valid MC# per Federal Law.
- <u>USDOT#:</u> 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:
 - All drivers must complete DOT physicals
 - o Company must conduct a MVR check on all drivers
 - Comply with driver duty hours (Electronic Logging Device Monitors this and ensures compliance)
 - o All interstate transport vehicles must have sleeper births installed
 - All vehicles must undergo a DOT inspection annually
 - Motor Vehicle Records must be kept on file
 - 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 <u>a minimum of 3 years in business</u> to bid on a contract or before they will consider using them as a service provider.

- <u>Cameras in Transport Vehicles:</u> 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 <u>functional and working</u> 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 is 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.



REFERENCES

Gwinnett County Sheriff's Office

POC: Deputy Stacy O'Hare 770-619-6833 ext. 6857

Stacy.Ohare@gwinnettcounty.com
2900 University Pwky NE, Lawrenceville, GA 30043

U.S. Corrections is under contract and is the sole prisoner transportation provider for the Gwinnett County Sheriff's Office Criminal Warrants Division since 2005.



Louisiana Board of Pardons & Parole

POC: Barbara Miller 225-342-1069

bmiller@corrections.state.la.us 504 Mayflower Street, Bldg 6, 3rd 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.

State of Wisconsin

POC: Linda Lembke 608-240-5332

<u>lindalembke@wisconsin.gov</u>
<u>Wisconsin Division of Community Corrections, 3099 East Washington Ave.</u>
<u>Madison, WI 53707</u>



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.

Georgia Department of Corrections

POC: Stephanie Daniels 770-504-7327 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.

Sacramento County Sheriff's Department

POC: Michelle Harp 916-874-5145 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.



PRISONER TRANSPORTATION SERVICES, LLC

PO BOX 171078 NASHVILLE, TN 37217 PH: 615.352.9798 FAX: 615.352.9737 INFO@PRISONERTRANSPORT.NET

To: Our Valued Clients
Re: Industry Changes
Date: February 3, 2019

Dear sir or ma'am:

First and foremost, we want to thank you for considering PTS and its affiliates for your prisoner transportation needs. This letter is to serve as an explanation as to why our pricing is significantly higher than some of the competition. In recent years, the private prisoner transportation industry has come under heavy scrutiny, attorneys have targeted offenders transported by private prisoner companies, insurance rates have sky rocketed, and the Department of Transportation (DOT), and Department of Justice (DOJ) have increased oversight into the transportation industry.

Since the PTS, USPT, and USC mergers, we have made significant changes to our operations (decreasing time on vans), vehicles (tracking devices, and camera systems), and policies to minimize liability, increase safety, and strictly abide DOT and DOJ laws and requirements. The one thing that has not moved equivalently with our changes, is our pricing.

After much discussion between company executives and corporate attorneys, we have made a decision to raise the bar in this industry. We will no longer compete with smaller prisoner transportation companies who run with gaps in insurance, outdated vehicles with unacceptable security, or who do not follow DOT and DOJ regulations. While these companies may continue to operate in this way until investigated and shut down, we will no longer compete with their pricing.

Moving forward PTS, and its affiliated companies will be priced as we operate, with Operational Excellence. We understand that you have a choice on which company to use, and whether to increase staffing to handle extraditions in-house. However, I would urge you to review the attached industry standards and requirements pages, and properly vet each transportation company in question. We can only raise the bar in this industry with your help. If agencies continue to contract with companies based solely on price, these companies will continue to cut regulatory corners, provide smoke and mirror insurance coverage, and eventually expose your agency to legal scrutiny and liability. If this practice continues, this industry will eventually cease to exist.

Again, we thank you for giving us the opportunity to transport your offenders and hope to continue a relationship with you and your agency for many years. Should you have any questions, please do not hesitate to reach out to Tanisha Cheek, Dustin Baldwin, or Dave Warden. Industry Standards, contact information, and pricing are attached or will soon follow the receipt of this letter.

SEMPER FIDELIS.

DUSTIN BALDWIN

EXECUTIVE VICE PRESIDENT OF BUSINESS DEVELOPMENT

DBALDWIN@PRISONERTRANSPORT.NET
US Corrections - Page 28 of 80

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/25/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the configurate holder in liquid for up to provide the policy.

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CERTIFICATE OF LIABILITY INSURANCE

3/11/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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	OWNED AUTOS ONLY X SCHEDULED AUTOS							BODILY INJURY (Per accident)	\$	
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ACORD 25 (2016/03)

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		CERTIFICAT	E OF LIAB	ILI	ITY INS	URANCE		Date 1/24/2019
Proc	lucer:	Plymouth Insurance Agency 2739 U.S. Highway 19 N. Holiday, FL 34691			rights upon tl		of information only and co his Certificate does not an policies below.	
		(727) 938-5562]	Insurers Affording Cove	rage	NAIC #
Toca	ıred:	South Foot Personnel Leaving	Inc. 9 Cubaidia	ioo	Insurer A:	Lion Insurance Company		11075
Inst	ii eu.	South East Personnel Leasing, 2739 U.S. Highway 19 N.	inc. & Subsidial	162	Insurer B:			
		Holiday, FL 34691			Insurer C:			
		Floriday, FE 34091			Insurer D:			_
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with res	spect to w	surance listed below have been issued to the insured hich this certificate may be issued or may pertain, the have been reduced by paid claims.						
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		Commercial General Liability Claims Made Occur					Damage to rented premises (EA occurrence)	\$
			1				Med Exp	\$
			1 1				Personal Adv Injury	\$
		General aggregate limit applies per:	ł				General Aggregate	\$
		Policy Project LOC	1 1				Products - Comp/Op Agg	\$
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Α		rs Compensation and yers' Liability	WC 71949	01	/01/2019	01/01/2020	X WC Statu- tory Limits OTH ER	-
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		d? NO					E.L. Disease - Ea Employee	\$1,000,000
	If Yes, o	lescribe under special provisions below.]]				E.L. Disease - Policy Limits	\$1,000,000
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	ription	s of Operations/Locations/Vehicles/E applies to active employee(s) of South East Po	xclusions added b	y En	dorsement/S	pecial Provisions:	Client ID: 81-	
COVCI	age omy	applies to active employee(s) or south Ease (ections LLC	c leased to the following (cheric company .	
Cover	age only	applies to injuries incurred by South East Pers	onnel Leasing, Inc. &	Subsic	diaries active em	ployee(s), while working in	n: FL.	
Cover	age does	not apply to statutory employee(s) or indepe	ndent contractor(s) of	the Cl	ient Company o	r any other entity.		
A list (of the ac	tive employee(s) leased to the Client Company	can be obtained by fa	axing a	a request to (72)	7) 937-2138 or email certif	icates@lioninsurancecompany	.com
-	ct Name		04.04.40.445)					
155UE	± UZ-15-1	18 (KLR). REISSUE 05-02-18 (TD) REISSUE	u 1-24-19 (AR)					
055	TIEV	HOLDER			NCELL ATION		Begin D	ate: 3/11/2017
CER	TIFICATE	U.S. Corrections LLC		Sho			lled before the expiration date then	
							the certificate holder named to the d upon the insurer, its agents or re	
		4150 Dow Rd STE 1						
		Melbourne, FL 32934		1		france 1	f American	



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.

Jeffrey L. Secrist, Chief

Alby to Stant

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

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 then 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 06/26/2019.

To find out if this entity has a pending insurance cancellation, please click here.

Entity Type:	CARRIER				
Operating Status:	AUTHORIZED FOR Passer	nger	Out of S	Service Date:	None
Legal Name:	US CORRECTIONS LLC				
DBA Name:	usc				
Physical Address:	517 HICKORY HILLS BLVE WHITES CREEK, TN 3718				
Phone:	(615) 352-9798				
Mailing Address:	PO BOX 171078 NASHVILLE, TN 37217				
USDOT Number:	2515080		State Carrie	r ID Number:	
MC/MX/FF Number(s):	MC-872586		DL	INS Number:	-
Power Units:	32			Drivers:	122
MCS-150 Form Date:	03/05/2018		MCS-150 Mi	leage (Year):	7,600,000 (2017)
Operation Classification:					
Carrier Operation:	Private(Property) X Priv. Pass. (Business)	U.S. Mai Fed. Gov		Indian Nati	
Sallist Operations					
	x Interstate	Intrastat (HM)		Intrastate O (Non-HM)	only
Cargo Carried:					
G	eneral Freight	Liquids/G	ases	Chemica	als
	ousehold Goods	Intermoda	al Cont.	Commo	dities Dry Bulk
	letal: sheets, coils,	x Passenge		_	ated Food
	lotor Vehicles	Oilfield Ed		Beverag	
	rive/Tow away	Livestock Grain, Fe		Paper P Utilities	roducts
L	ogs, Poles, Beams, umber	Coal/Coke			ural/Farm
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В	uilding Materials Iobile Homes	Garbage/		Water V	Vell
B M		US Mail		Water V	Vell

ID/Operations | Inspections/Crashes In US | Inspections/Crashes In Canada | Safety Rating

US Inspection results for 24 months prior to: 06/26/2019

Total Inspections: 1 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	1	0	0
Out of Service	0	0	0	0
Out of Service %	%	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: 06/26/2019

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

		Crashes:		
Туре	Fatal	Injury	Tow	Total
Crashes	0	3	1	4

ID/Operations | Inspections/Crashes In US | Inspections/Crashes In Canada | Safety Rating

Canadian Inspection results for 24 months prior to: 06/26/2019

Total inspections: 0

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

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

Crashes results for 24 months prior to: 06/26/2019

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

		Crashes:		
Туре	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: 06/26/2019

Review Information:

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



PO BOX 171078 NASHVILLE, TN 37217 PH: 615.352.9798 FAX: 615.352.9737 INFO@PRISONERTRANSPORT.NET

DIVISION OF WARRANTS AND EXTRADITIONS

Boone County

RFP: Extradition Service Term and Supply

RFP # 47-26AUG19

Below you fill find our requested exceptions and deviations to RFP # 47-26AUG19, Extradition Services for the County of Boone.

General Requirements, 3.1.6.

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.

We request an exception to the emboldened portion above.

Scheduling and Timeliness, 3.2.4.a.

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 not withstanding.

We request an exception to this requirement. U.S. Corrections abides by the U.S. Department of Transportation's mandatory Hours of Service regulations which limits the maximum continuous driving time for drivers. Based on the pickup location for some offenders, it is not possible to guarantee their delivery in 'fifteen (15) calendar days' if we are to abide by Federal regulations and are also allowing the prisoner adequate rest room stops, proper hygiene breaks, and sufficient overnight housing.

Special Needs Transport Requirements, 3.4.2.

3.4.2.The contractor must ensure that female staff will be used any time female inmates



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DIVISION OF WARRANTS AND EXTRADITIONS

are in the contractor's custody except for short periods necessary for female staff to join the transportation staff team while in-route.

We request an exception to this requirement. US Corrections will make every effort possible to meet this requirement but cannot guarantee. We can however guarantee that no female prisoner will be transported by less than two male transport officers.

Transportation Preparation and Documentation Requirements, 3.8.3.

3.8.3. Transporting agents shall carry fingerprints and a photo of each prisoner being transported.

We request an exception to the fingerprint requirement and a deviation to the photo requirement. We do not carry fingerprint documentation on the offenders we transport. All of our transport vehicles are equipped with multiple CCTV cameras, recording audio and video which allows for the most up to date photo/image of the offender in transit.

Transportation Preparation and Documentation Requirements, 3.8.5.a.

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.

We request an exception to this requirement. The County would be billed at 50% for a failed transport if the transport has already been scheduled <u>and</u> transport agents are in route or attempt to pick up the prisoner.

Transportation Preparation and Documentation Requirements, 3.8.10.

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

We request an exception to this requirement.

PO BOX 171078 Nashville, TN 37217 PH: 615.352.9798 FAX: 615.352.9737 INFO@PRISONERTRANSPORT.NET

DIVISION OF WARRANTS AND EXTRADITIONS

Transport Agent and Transport Protocol Requirements, 3.12.3.

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.**

We request an exception to the emboldened portion above. US Corrections will make every effort possible to meet this requirement but cannot guarantee. We can however guarantee that no prisoner will be transported by less than two transport officers of opposite sex.

Cancellation Agreement, 3.16.4.

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.

We request the same cancellation/termination rights as the County.

Please contact me at 615-352-9798 ext. 156 with any questions regarding these exceptions and deviations. Thank you again for your consideration.

Best,

Semper Fidelis,

Dave Warden III

Sales & Marketing Manager

U.S. Corrections, LLC

Phone: 615-352-9798 Ext:156

Fax: 615-352-9737

dwarden@prisonertransport.net



PO BOX 171078 NASHVILLE, TN 37217 PH: 615.352.9798 FAX: 615.352.9737

Boone County, MO Pricing:

Date: 8/22/2019

Basic Transports:

Base Rate: \$1.95/mile

Minimum Charge: \$700.00

Transport of Juveniles: case-by-case

Special Requests*: \$500.00 per occurrence

Medical and Custom Transports*: case-by-case

Limited Service Areas*: Cost + \$650.00 per day

*Medical Conditions that exclude persons from ground transport eligibility include, but are not limited to, the following:

- 1. Cardiovascular problems requiring medication or prescribed procedures;
- 2. Diabetics whereby prescribed medication must be injected and/or refrigerated;
- 3. Epilepsy whereby seizure activity is not adequately controlled;
- 4. Pregnancy:
- 5. Fractured bones requiring casts or braces designed to immobilize injured areas;
- 6. Critical wounds;
- 7. Communicable diseases or any other medical condition that may place the passenger, transport personnel and other passengers at risk;
- 8. HIV positive or AIDS;
- 9. Inmates in excess of 280lbs will require additional charge for transport;
- *Custom Transport: Any non-standard transport that would require special concessions to be made to safely transport the offender.
- *Special Requests Release Dates, Court Dates, Specific Pick-up/Drop-off, IAD
- *Limited Service Areas Areas of the Country that are not within our normal routes and are transported by Flight only: WA, OR, NE, ND, SD, MT, ID, WY, HI, AK, ME (US Territories Included)

COUNTY OF BOONE - MISSOURI



FOR EXTRADITION SERVICE TERM AND SUPPLY

RFP # 47-26AUG19

Release Date: 7/23/19

Submittal Deadline: August 26, 2019 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



NOTICE OF REQUEST FOR PROPOSAL

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

RFP #: 47-26AUG19 - Extradition Services - Term and Supply

Sealed proposals will be accepted until 2:00 P.M. on August 26, 2019 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: <u>lpalaz.oleg boongcountying org.</u>

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 23, 2019 COLUMBIA MISSOURIAN



1. INTRUCTIONS AND GENERAL CONDITIONS

- 1.1 <u>Delivery of Proposals:</u> 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 <u>Proposal Closing:</u> All proposals must be delivered before 2:00 P.M. Central Time on August 26, 2019 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 <u>Sealed Proposals Required</u>: 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 <u>Copies:</u> 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).
- Bid Opening: Proposals will be opened publicly shortly after 2:00 P.M. on August 26, 2019 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 https://www.showmeboone.com/purchasing/bids (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: Ipalazzolo'a boonecountymo.org

1.8 <u>RFP Addenda</u>: 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 # 13-31AUG18). PTS America, LLC provides both intrastate and interstate extradition service for the Boone Count 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, a total of \$19,393.00 was spent by the Sheriff on extradition travel; and in 2019 to date, a total of \$21,516.00 has been spent. 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 Offerors 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.finesa.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 or service provider.
- 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, 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.

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.
- 3.4.2. 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.
- 3.6.8. 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.
- 3.6.9. Identification of Employees: All employees of the contractor involved in the pickup 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 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.
- 3.8.2. 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 onboard.
- 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.
- 3.12.4. Initial Custody: A full body strip search shall be conducted when taking initial custody and all personal items shall be removed from the prisoner.
- 3.12.5. Prisoners shall be positively physically identified prior to transportation agents assuming custody and removing them from the holding agency.
- 3.12.6. 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.
- 3.12.7. 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.
- 3.12.8. Prisoners shall be properly placed and segregated within the transporting vehicle.
- 3.12.9. 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.
- 3.12.10. Prisoners shall be allowed to bathe at in-route housing locations.
- 3.12.11. Property transported shall be inventoried and signed-for by both the prisoner and the transporting agent.
- 3.12.12. Personal property shall be securely stored and inaccessible to prisoners.
- 3.12.13. Prisoners shall not be permitted to communicate with persons other than transporting agents. Prisoners in-route are prohibited from using phones at inroute housing locations.
- 3.12.14. Food shall be brought to the transportation vehicle when stopping for meals.
- 3.12.15. 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.
- 3.12.16. 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.

- 3.12.17. 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.
- 3.12.18. Transporting agents shall keep an activity log that is updated continually throughout the trip by current entries.
- 3.12.19. 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 <u>Insurance Requirements</u>: 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 \$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.
- 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 <u>Contract Terms and Conditions</u>: 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, 2020 through December 31, 2020. 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 <u>Cancellation Agreement</u>: 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 <u>Fiscal Non-Funding Clause</u>: 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 <u>Estimated Usage</u>: 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 <u>Pricing</u>: 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. <u>Price Increase</u>: 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 <u>Confidentiality</u>: 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 26, 2019. 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, of 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 <u>Competitive Negotiation of Proposals</u>: 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. <u>Qualifications Statement/References/Certifications/Licenses</u>: 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. <u>Rejection of Proposals</u>: 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. In addition, the County uses *Docusign* when making a contract award. When providing a Contact Name and E-Mail Address below, the Contact and E-Mail address provided must be a person who has the legal authority to contractually bind the offeror's/bidder's company in a contract with the County.

Company Name:	US Corrections LLC	
Address:	517 Hickory Hills Blvd, V	Vhites Creek, TN 37189
Telephone:	615-352-9798 ext. 156	Fax: 615-352-9737
Federal Tax ID (or Sc	ocial Security #): 82-320120	34
Print Name: Joel Bra	asfield	Title: President & General Counsel
Signature:	WE/id	Date: 08/22/2019
	Mail Address to receive doctorsfield@prisonertransport.r	uments for electronic signature:
NOTE: The offeror	nust clearly state in writing a	any restrictions or deviations from

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.

<u>Cooperative Procurement</u>: 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.

LINE ITEM	DESCRIPTION	UNIT PRICE
5.1.1.	Firm, fixed price per mile - Adult Prisoner	§ 1.95 /mile
5.1.2.	Firm, fixed price per mile – Juvenile Prisoner	scase-by-case/mile
5.1.3.	Firm, fixed minimum price for trip	\$700.00 /Trip Minimum Price
5.1.4.	Limited Service Area Pick-Up Fee, firm and fixed	Cost + \$ \$650.00/day /Pick- up - Limited Service Area
5.1.5.	Discount if more than one prisoner per pick-up/drop-off location at same time.	25 %

PLEASE SEE ATTACHED PRICING PROPOSAL FOR COMPLETE PRICING

5.2 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. <u>Do not quote BOTH a Maximum Increase and a Minimum Decrease</u> – quote one or the other. Statements such as "a percentage of the then-current price" or "consumer price index" are NOT ACCEPTABLE i.e., <u>reference to a CPI adjustment shall be deemed unacceptable.</u>

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

7/23/19

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.

5.2.1	Renewal Option Percentage Price Adjustment 1st Renewal Period: January 1, 2021 – December 31, 2021
5.2.2	Renewal Option Percentage Price Adjustment 2nd Renewal Period: January 1, 2022 – December 31, 2022
5.2.3	Renewal Option Percentage Price Adjustment 3rd 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:
5.2.4	Renewal Option Percentage Price Adjustment 4th Renewal Period: January 1, 2024 – December 31, 2024 O

5.3 <u>Vendor's Experience, Expertise and Reliability:</u>

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.

5.4 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 des extradition services, e. serving the national and Please see attached	scribe in the g., when the d Missouri i proposal, (available sp company v market, etc: Company (ace the company's backgrounds founded, how long the converview	nd in provision of mpany has been

5.5 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:

Please see attached proposal response for documentation.

5.6 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 *Please see attached proposal response, References

Company/Entity Name:

Contact Name:

RFP #: 47-26AUG19

27

7/23/19

Contact's Title:	
City:	
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:	
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	

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cuSign Envelope ID: BAA	.EA84F-20CA-44F3-B10C-43B62FEA25D7	
	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:	•
5.7	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.	Please see attached proposal resp	oonse, Key Personnel
	(Name)	
	(Title)	
2.	(Name)	
	(Title)	
3.		
	(Name)	
	(Title)	
4.		
	(Name)	
	(Title)	
Tra	ansport Agent Training and Licensi	ng Documentation:
	e offeror should provide the following to posal:	requested documentation and include it with the
trai		each transportation agent has received complete , and is properly licensed in accordance with all g prisoners.
B.	Transport Agent training materials (in	nclude with the proposal).
	Address what kinds of licensure the volume. L's):	endor requires of its professional drivers (e.g.,
26A1	UG19 30	7/23/19

5.8

leve	What employee rules does the vendor have in place to ensure its drivers meet all re
	ls of preparedness and safety especially related to transporting inmates: ease see attached proposal response.
	ase see attached proposal response.
Peri	formance Methodology:
follo	offeror should provide the following requested documentation and complete the owing regarding the proposed approach to performing extradition services, and increase vendor's proposal.
A. Con	Provide a copy of the vendor's certificate issued by the Interstate Commission/US DOT number that gives authority to operate as a common carrier.
B.	Description of Vendor's Ground Transportation Fleet:
extr mak	vendor should describe the vendor's fleet of vehicles that will be used to deliver adition services to the County. Describe below or attach a list identifying the te/model, age, GVWR, and passenger capacity of vehicles that will be used to transformers for the County.
-	ase see attached proposal response, Current Vehicle Fleet
Req	Address the vendor's USDOT compliance documentation, Financial Responsibility uirements detailed in 49 CFR, Title 49 United States Code trating Authority from Federal Motor Carrier Safety Administration FMCSA,
OR	a statement about why the vendor believes the vendor is exempt from the ementioned regulatory organizations.
	ase see attached proposal response for documentation.

(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.

(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		
Jaj WZJis	08/22/2019	
	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

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.

WORK AUTHORIZATION CERTIFICATION PURSUANT TO 285.530 RSMo (FOR ALL AGREEMENTS IN EXCESS OF \$5,000.00)

County of)		
State of)		
My name is _Joel Brasfield	I am an authorized ager	nt of US Corrections LLC
(Bidder). This busin	ess is enrolled and particip	ates in a federal work
authorization program for all employees wo	orking in connection with s	ervices provided to the
County. This business does not knowingly	employ any person that is	an unauthorized alien in
connection with the services being provided	d. Documentation of partici	pation in a federal work
authorization program is attached hereto.		
Furthermore, all subcontractors wor	king on this contract must	affirmatively state in
writing in their contracts that they are not in	violation of Section 285.5	30.1, must not thereafter
be in violation and submit a sworn affidavit	under penalty of perjury th	nat all employees are
lawfully present in the United States.		
	Jaj WEJI	08/22/2019
	Affiant	Date
	Joel Brasfield Printed Name	
Subscribed and sworn to before me this 22	day of August , 201	9
Notary Public State of Florida Lindsay Wikoff My Commission GG 202507 Expires 04/02/2022	Notary Public	

Options

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.

1.	presence in the United State license, U.S. passport, birth	ocuments showing citizenship or lawfules. (Such proof may be a Missouri driver's certificate, or immigration documents). Note verification of lawful presence must occur priot.
2.		uments but provide an affidavit (copy attached n may allow for temporary 90-day
3.	the State of	d application for a birth certificate pending in Qualification must terminate upon receiptermination that a birth certificate does not ited States citizen.
Applicant	Date	Printed Name

Limited Liability Company, not an individual bidder. Please see attached Certificate of Good Standing

AFFIDAVIT

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

- see previous page -

State of Missouri))ss		
County of)		
	en or am classifi	ghteen years of age, swear upo ed by the United States govern	
		N/A	
Date		Signature	AND PROPERTY OF THE PROPERTY O
Social Security Number or Other Federal I.D. Num	- ber	Printed Name	
		appeared befor re true according to his/her bes	
		Notary Public	The Artificial College
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 <u>for this service/commodity</u>, please remove form and return to the Purchasing Department by mail, e-mail or fax.

Bid: RFP #47-26AUG19 - Extradition Services - Term and Supply

Business Address:	Name:	N/A
Contact: _		
		Reason(s) for Not Submitting Proposal Response :

RFP #: 47-26AUG19

7/23/19

STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

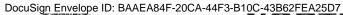
- Contractor shall comply with all applicable federal, state, and local laws and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.
- 2. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the 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 resubmittal 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.
- The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
- 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.
- 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.
- 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

7/23/19



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Department of the Secretary of State

CERTIFICATE OF EXISTENCE (Limited Liability Company)

I, Elaine F. Marshall, Secretary of State of the State of North Carolina, do hereby certify that

US CORRECTIONS, LLC

is a limited liability company duly formed, and existing under the laws of the State of North Carolina, having been formed on 1st day of June, 2017

I FURTHER certify that, as of the date of this certificate, (i) the said limited liability company is not dissolved under the terms of its articles of organization, (ii) the said limited liability company's articles of organization are not suspended for failure to comply with the Revenue Act of the State of North Carolina, (iii) that said limited liability company is not administratively dissolved for failure to comply with the provisions of the North Carolina Limited Liability Company Act, (iv) that this office has not filed any decree of judicial dissolution, articles of dissolution, articles of merger, or articles of conversion for said limited liability company.





Scan to verify online.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Raleigh, this 12th day of March, 2019.

6 laine I Marshall

Secretary of State

Certification# 104115294-1 Reference# 15074698- Page: 1 of 1 Verify this certificate online at http://www.sosnc.gov/verification

COUNTY OF BOONE - MISSOURI



FOR PROPOSAL FOR EXTRADITION SERVICE TERM AND SUPPLY

RFP # 47-26AUG19

Release Date: 7/23/19

Submittal Deadline: August 26, 2019 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



NOTICE OF REQUEST FOR PROPOSAL

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

RFP #: 47-26AUG19 - Extradition Services - Term and Supply

Sealed proposals will be accepted until 2:00 P.M. on August 26, 2019 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.

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 23, 2019 COLUMBIA MISSOURIAN



1. INTRUCTIONS AND GENERAL CONDITIONS

- 1.1 <u>Delivery of Proposals:</u> 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 <u>Proposal Closing:</u> All proposals must be **delivered before 2:00 P.M.** Central Time on **August 26, 2019** 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 <u>Sealed Proposals Required</u>: 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 <u>Copies:</u> 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 <u>Bid Opening:</u> Proposals will be opened publicly shortly after 2:00 P.M. on **August 26**, **2019** 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 https://www.showmeboone.com/purchasing/bids/ (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: <u>lpalazzolo@boonecountymo.org</u>

1.8 <u>RFP Addenda:</u> 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 <u>in writing</u> 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 <u>Organization:</u> 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 <u>Scope of Current Extradition Service Contract</u>: The County currently contracts with PTS America, LLC (Boone County contract # 13-31AUG18). PTS America, LLC provides both intrastate and interstate extradition service for the Boone Count 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, a total of \$19,393.00 was spent by the Sheriff on extradition travel; and in 2019 to date, a total of \$21,516.00 has been spent. 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 Offerors 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:

 $\underline{https://www.gpo.gov/fdsys/pkg/CFR-2014-title28-vol2/xml/CFR-2014-title28-vol2-part97.xml}$

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.fincsa.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 or service provider.
- 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, 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.

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.
- 3.4.2. 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.
- 3.6.8. 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.
- 3.6.9. 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 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.
- 3.8.2. 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 onboard.
- 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.
- 3.12.4. Initial Custody: A full body strip search shall be conducted when taking initial custody and all personal items shall be removed from the prisoner.
- 3.12.5. Prisoners shall be positively physically identified prior to transportation agents assuming custody and removing them from the holding agency.
- 3.12.6. 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.
- 3.12.7. 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.
- 3.12.8. Prisoners shall be properly placed and segregated within the transporting vehicle.
- 3.12.9. 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.
- 3.12.10. Prisoners shall be allowed to bathe at in-route housing locations.
- 3.12.11. Property transported shall be inventoried and signed-for by both the prisoner and the transporting agent.
- 3.12.12. Personal property shall be securely stored and inaccessible to prisoners.
- 3.12.13. 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.
- 3.12.14. Food shall be brought to the transportation vehicle when stopping for meals.
- 3.12.15. 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.
- 3.12.16. 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.

- 3.12.17. 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.
- 3.12.18. Transporting agents shall keep an activity log that is updated continually throughout the trip by current entries.
- 3.12.19. 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 <u>Insurance Requirements</u>: 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.

7/23/19

- 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. <u>Business Automobile Liability</u>: 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.
- e. <u>Subcontractors</u>: 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 <u>Contract Terms and Conditions</u>: 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, 2020 through December 31, 2020. 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 <u>Cancellation Agreement</u>: 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 <u>Fiscal Non-Funding Clause</u>: 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 <u>Estimated Usage</u>: 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 <u>Pricing</u>: 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. <u>Price Increase</u>: 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 <u>Confidentiality</u>: 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 26, 2019. 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, of 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 <u>Competitive Negotiation of Proposals</u>: 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. <u>Qualifications Statement/References/Certifications/Licenses</u>: 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 <u>Rejection / Withdrawal of Proposals Response</u>:

- a. <u>Rejection of Proposals</u>: 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. <u>Withdrawal of Proposals</u>: 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. In addition, the County uses *Docusign* when making a contract award. When providing a Contact Name and E-Mail Address below, the Contact and E-Mail address provided must be a person who has the legal authority to contractually bind the offeror's/bidder's company in a contract with the County.

Company Name:	
Address:	
Telephone:	Fax:
Federal Tax ID (or Social Security	<i>‡</i>):
Print Name:	Title:
Signature:	Date:
Contact Name and E-Mail Address	to receive documents for electronic signature:
specifications and requirements state assume that all items/services offered RFP, including all technical and cost	ate in writing any restrictions or deviations from ed herein. In the absence of such statement, the County will are in strict compliance with specifications stated in the t requirements, terms and conditions. The vendor must agree and by the County will be included as part of the final contract
indicated space if the vendor will he	endor should indicate by checking "Yes" or "No" in the onor the submitted prices and terms for purchase by other pate in cooperative purchasing with Boone County,
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.

LINE ITEM	DESCRIPTION	UNIT PRICE
5.1.1.	Firm, fixed price per mile – Adult Prisoner	\$/mile
5.1.2.	Firm, fixed price per mile – Juvenile Prisoner	\$/mile
5.1.3.	Firm, fixed minimum price for trip	\$/Trip Minimum Price
5.1.4.	Limited Service Area Pick-Up Fee, firm and fixed	\$/Pick- up – Limited Service Area
5.1.5.	Discount if more than one prisoner per pick-up/drop-off location at same time.	%

5.2 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. <u>Do not quote BOTH a Maximum Increase and a Minimum Decrease</u> – quote one or the other. Statements such as "a percentage of the then-current price" or "consumer price index" are NOT ACCEPTABLE i.e., <u>reference to a CPI adjustment shall be deemed unacceptable.</u>

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.

5.2.1	Renewal Option Percentage Price Adjustment 1st Renewal Period: January 1, 2021 – December 31, 2021
5.2.2	Renewal Option Percentage Price Adjustment 2nd Renewal Period: January 1, 2022 – December 31, 2022
5.2.3	Renewal Option Percentage Price Adjustment 3rd Renewal Period: January 1, 2023 – December 31, 2023
5.2.4	Renewal Option Percentage Price Adjustment 4th Renewal Period: January 1, 2024 – December 31, 2024

5.3 <u>Vendor's Experience, Expertise and Reliability:</u>

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.

5.4 <u>Company History</u>:

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 extradition serving the	r should desc services, e.g national and	ribe in the a ,, when the d Missouri m	vailable space company was arket, etc:	the compan founded, ho	y's backgrou w long the co	and in provision of ompany has been
eki (Kilaya akin-utar pashamota v. 1944 diki bali kila i sari 1947 digamba balan daga masala atau 1954, halimadi 1947 digamba balan daga masala atau 1954, halimadi	et engelen (Sachen, Lager en et suda dels districtions en entre de description de la constant de description d La constant de la co	and and the second seco	annska kristisk fra State for de generale en state for de skrivet skrivet skrivet skrivet skrivet skrivet skri State for skrivet skri	ert mille beschool de oak het de	annum rann i meditarbakka kelepakki pelebakkan uning. Rijunikh ini Companya (ini Comp	an talah dan sebagai pengangan pengangan pengan sebagai pengan sebagai pengan pengan pengan pengan pengan peng Pengan pengan
potent / feleditation / colors i controllera colors accidentation i accidentation acci	ekti gjala Ersendetroson cilikar 4 kilotekrit jens, profilikletik etemperatur.	agent and distributed than 4 kills 1 als 18 kills 1 th digest 1 th distributed the community of distributed the community of	eti fa a friddison ton eft - en 1919 til norum fan er - den men de legisleg blev en fan friddison fan er frid fan		ust, mader hand usergistet i i i i i i i i i i i i i i i i i i	
Profession	al Standard	<u>s</u>				
Describe a provision owww.aca.c	of extradition	al organization services, su	ons and stand ch as the Ame	ards the vencerican Correct	lor adopts an ctional Assoc	d integrates into ciation,
Vendor's						
Provide at	References:	references f				
Provide at for in the p	References:	references f				
Provide at for in the p	References: least five (5) past twelve (1) ference 1	references f 2) months:		vendor has p	erformed ex	

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:	
	ANTE CONTRACTOR CONTRA
• 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	

RFP #: 47-26AUG19

State:
State:

5.7 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 (l) 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)	·

5.8 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):

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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, <u>Federal Register</u> (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.
- 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.

Name and Title of Authorized Representative		
Signature	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

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.

WORK AUTHORIZATION CERTIFICATION PURSUANT TO 285.530 RSMo (FOR ALL AGREEMENTS IN EXCESS OF \$5,000.00)

County of)		
)ss State of)		
My name is	I am an authoriza	Lagant of
My name is		
(Bidder). This busi	ness is enrolled and pa	rticipates in a federal work
authorization program for all employees w	orking in connection v	vith services provided to the
County. This business does not knowingly	y employ any person th	nat is an unauthorized alien in
connection with the services being provide	ed. Documentation of p	participation in a federal work
authorization program is attached hereto.		
Furthermore, all subcontractors wo	rking on this contract	nust affirmatively state in
writing in their contracts that they are not i	in violation of Section	285.530.1, must not thereafte
be in violation and submit a sworn affidav	it under penalty of perj	ury that all employees are
awfully present in the United States.		
	Affiant	Date
	Printed Name	
Subscribed and sworn to before me this	_ day of	, 20
	Notary Publi	

Options

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.

1.	presence in the United Statilicense, U.S. passport, birt	documents showing citizenship or lawful tes. (Such proof may be a Missouri driver's h certificate, or immigration documents). Note: verification of lawful presence must occur prior it.
2.		cuments but provide an affidavit (copy attached ch may allow for temporary 90-day
3.	the State of	ed application for a birth certificate pending in Qualification must terminate upon receipt etermination that a birth certificate does not nited States citizen.
Applicant	Date	Printed Name

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

- see previous page -

State of Missouri)	
County of)ss	
	east eighteen years of age, swear upon my oath that I am classified by the United States government as being lawfully
Date	Signature
Social Security Number or Other Federal I.D. Number	Printed Name
the state of the s	appeared before me and swore that the davit are true according to his/her best knowledge,
	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 #47-26AUG19 - Extradition Services - Term and Supply

Business N Address: _	Name:
Contact:	
	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 resubmittal 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.
- 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

484-2019

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

November Session of the October Adjourned

Term. 20 19

County of Boone

In the County Commission of said county, on the

7th

day of

November

20 19

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

Now on this day, the County Commission of the County of Boone does hereby declare that the Boone County Holiday Schedule for 2020 will be in agreement with the Public Holiday List from the State Offices issued by the Office of the Governor, State of Missouri with the addition of November 27, 2020 (Thanksgiving Day After). Any additional holidays for 2020 adopted by the Office of the Governor will automatically be adopted by Boone County.

Done this 7th day of November 2019.

ATTEST:

Brianna L. Lennon

Clerk of the County Commission

Daniel K. Atwill

Presiding Commissioner

Fred J. Parry

District I Commissioner

Jane M. Thompson

District II Commissioner

Print

2020

New Year's Day

Martin Luther King, Jr. Day

Lincoln Day

Washington's Birthday

Truman Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veterans Day

Thanksgiving Day

Christmas Day

Wednesday, January 1, 2020

Monday, January 20, 2020

Wednesday, February 12, 2020

Monday, February 17, 2020

Friday, May 8, 2020

Monday, May 25, 2020

Friday, July 3, 2020

Monday, September 7, 2020

Monday, October 12, 2020

Wednesday, November 11, 2020

Thursday, November 26, 2020

Friday, December 25, 2020

STATE OF MISSOURI 2020 HOLIDAYS

Source URL: https://oa.mo.gov/commissioner/state-holidays



4/85-2019

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

County of Boone

ea.

November Session of the October Adjourned

Term. 20 19

In the County Commission of said county, on the

7th

day of

November

20 19

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

Now on this day, the County Commission of the County of Boone does hereby appoint the following:

Name	Board	Period
Natasha Sigoloff	Senior Citizen Services Corp	January 1, 2020 thru December 31, 2023
Dave Walker	Senior Citizen Services Corp	January 1, 2020 thru December 31, 2023

Done this 7th day of November 2019.

ATTEST:

Brianna i Lennon

Clerk of the County Commission

Daniel K. Atwill

Presiding Commissioner

Fred Parry

District I Commissioner

Jane M. Thompson

District II Commissioner



Boone County Government Center 801 E. Walnut, Room 333 Columbia, MO 65201 573-886-4305 - FAX 573-886-4311 E-mail: commission@boonecountymo.org

Boone County Commission

BOONE COUNTY BOARD OR COMMISSION APPLICATION FORM

Board or Commission: Senior Citizen Services Corporation

Name: Natasha L. Sigoloff

Home Address: 1845 North Black Walnut Ct.

City: Columbia Zip Code: 65202

Business Address:

City: Columbia Zip Code: 65202

At which address would you prefer to be contacted? __

E-mail: tashagray82@gmail.com

Phone (Home): (573)355-4051 Phone (Work): (573)874-1995

Fax:

Qualifications:

For the past 14 years, I have served individuals with developmental/ intellectual disabilities with Boone County Resources. For the past 12 years, I have been in a leadership position within BCFR's Supported Living Program with my most current being the Assistant Director of Supported Living. I am also perusing my MBA from the ExecMBA program at the University of Missouri.

Past Community Service:

From 201-2014, I volunteered through the Columbia Parks and Recreation Special Olympics Program, From 2016-2017, I volunteered with the local Girls on the Run program and I am currently part of a pilot program, the TRUWomen program with the University of Missouri Trulaske Business School focused on assisting high school females with exploring careers in Business.

References:

Barbara Peterson- University of Missouri - Petersonb@missouri.edu Dr. Dan Turban- University of Missouri - Turban@missouri.edu Laura Eidson- Boone County Family Resources- ledison@bcfr.org

I have no objections to the information in this application being made public. To the best of my knowledge at this time I can serve a full term if appointed. I do hereby certify that the above information is true and accurate.

Applicant Signature

Return Application

To:

Boone County Commission Office Boone County Government Center 801 East Walnut, Room 333 Columbia, MO 65201 Fax: 573-886-4311

An Affirmative Action/Equal Opportunity Institution

Dan Atwill, Presiding Commissioner Fred J. Parry, District I Commissioner Janet Thompson, District II Commissioner



Boone County Government Center 801 E. Walnut, Room 333 Columbia, MO 65201 573-886-4307 • FAX 573-886-4311

E-mail: commission@boonecountymo.org

Boone County Commission

BOONE COUNTY BOARD OR COMMISSION APPLICATION FORM

Board or Commission C & A '+ ' O	· D. DU -1 Bluffs =
Board or Commission: Sr Citizan Ser Current Township:	wes Corp NOH / M Termy S
Current Township:	Today's Date: 10/23/19
Name: Dave Walker	
Home Address: 606 Wildrose Place	
Columbia City:	65201 Zip Code:
Business Address: retired	
City:	Zip Code:
Home Phone: _573-576-5850	Work Phone: 573-576-5850
Fax:	walkerdavi@missouri.edu E-mail:
to: all areas of administration, quality assurance, survey compliance, resident abuse prevention, comarketing. Proven track record of resident care of Proven leadership abilities (two Union organized Proven trainer and educator helping skilled nursing culture change across the State. An early pioneer Board of Nursing Home Administrators approved	tion program and traveled to Texas, Michigan, ors. Duties of training included but were not limited asafety, developing and working within a budget, ulture change, corporate compliance, and compliance (three deficiency free surveys). facilities were decertified and remain Union free). In the homes improve teamwork, leadership, and and advocate of person -centered care. The only

Past Community Service:	
Past Rotarian for over 19 years	
	ner, worship arts, currently on Church Council
Past Board member of MC5 (State Coalition	for Nursing Home Culture Change)
Past Board member of Missouri Association	of Nursing Home Administrators
Past Regional Director for Southeast Area M	
Past Board member of the Ozark Methodist	
Volunteer for "Jobs for Life" sponsored by C Member of the Columbia Artist League	Jolumbia's Love, INC
- The second of	
eferences:	
Dr. Marilyn Rantz, Curator's Professor Emeri rantzm@health.missouri.edu	ita, School of Nursing, MU
Nicky Martin, LTC Leadership Coach, Schoo martincaro@missouri.edu	of Nursing, MU
More upon request.	
y knowledge at this time I can serve a full	nis application being made public. To the best of term if appointed. I do hereby certify that the
bove information is true and accurate.	Dare Walker
	Applicant Signature

Return Application

To:

Boone County Commission Office Boone County Government Center

801 East Walnut, Room 333

Columbia, MO 65201 Fax: 573-886-4311

An Affirmative Action/Equal Opportunity Institution