



**Boone County Purchasing**  
601 E. Walnut, Room 209  
Columbia, MO 65201

## ***Request for Bid (RFB)***

***Heather Turner, CPPB, Buyer***  
(573) 886-4392 – Fax: (573) 886-4390  
Email: hturner@boonecountymo.org

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### ***Bid Data***

Bid Number: **43-20OCT05**  
Commodity Title: **Extradition Services Term & Supply**

### **DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT**

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### ***Bid Submission Address and Deadline***

Day / Date: **THURSDAY, OCTOBER 20, 2005**  
Time: **10:30 A.M. (Bids received after this time will be returned unopened)**  
Location / Mail Address: **Boone County Purchasing Department  
Boone County Johnson Building  
601 E. Walnut, Room 208  
Columbia, MO 65201**  
Directions: The Johnson Building is located on the Northeast corner at 6<sup>th</sup> Street and Walnut Street. Enter the building from the East Side. Wheel chair accessible entrance is available on the West side of the building.

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### ***Bid Opening***

Day / Date: **THURSDAY, OCTOBER 20, 2005**  
Time: **10:30 A.M. C.S.T.**  
Location / Address: **Boone County Johnson Building Conference Room  
601 E. Walnut, Room 213  
Columbia, MO 65201**

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### ***Bid Contents***

- 1.0: **Introduction and General Conditions of Bidding**
- 2.0: **Primary Specifications**
- 3.0: **Response Presentation and Review**
- 4.0: **Response Form  
Standard Terms and Conditions  
Exhibit A-Questionnaire**

1. **Introduction and General Conditions of Bidding**
- 1.1. **INVITATION** - The County of Boone, through its Purchasing Department, invites responses, which offer to provide the goods and/or services identified on the title page, and described in greater detail in Section 2.
- 1.2. **DEFINITIONS**
  - 1.2.1. **County** - This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:  
*Purchasing* - The Purchasing Department, including its Purchasing Director and staff.  
*Department(s) or Office(s)* - The County Department(s) or Office(s) for which this Bid is prepared, and which will be the end user(s) of the goods and/or services sought.  
*Designee* - The County employee(s) assigned as your primary contact(s) for interaction regarding Contract performance.
  - 1.2.2. **Bidder / Contractor / Supplier** - These terms refer generally to businesses having some sort of relationship to or with us. The term may apply differently to different classes of entities, as the context will indicate.  
*Bidder* - Any business entity submitting a response to this Bid. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.  
*Contractor* - The Bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The Contractor will be selected for award, and will enter into a Contract for provision of the goods and/or services described in the Bid.  
*Supplier* - All business(s) entities which may provide the subject goods and/or services.
  - 1.2.3. **Bid** - This entire document, including attachments. A Bid may be used to solicit various kinds of information. The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. A "Request for Bid" is used when the need is well defined. A "Request for Proposal" is used when the County will consider solutions, which may vary significantly from each other or from the County's initial expectations.
  - 1.2.4. **Response** - The written, sealed document submitted according to the Bid instructions.
- 1.3. **BID CLARIFICATION** - Questions regarding this Bid should be directed in writing, by e-mail or fax, to the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders in the form of an addendum. We strongly suggest that you check for any addenda a minimum of [forty eight] hours in advance of the bid deadline. Bids, addendums, bid tabulations and bid awards are posted on our web site at: [www.showmeboone.com](http://www.showmeboone.com)  
Note: written requirements in the Bid or its Amendments are binding, but any oral communications between County and Bidder are not.
- 1.3.1. **Bidder Responsibility** - The Bidder is expected to be thoroughly familiar with all specifications and requirements of this Bid. Bidder's failure or omission to examine any relevant form, article, site or document will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions and specifications of this Bid.
- 1.3.2. **Bid Amendment** - If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Amendment to all known prospective Bidders. If necessary, a new due date will be established.
- 1.4. **AWARD** - Award will be made to the Bidder(s) whose offer(s) provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County. The 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.
- 1.5. **CONTRACT EXECUTION** - This Bid and the Contractor's Response will be made part of any resultant Contract and will be incorporated in the Contract as set forth, verbatim.
- 1.5.1. **Precedence** - In the event of contradictions or conflicts between the provisions of the documents comprising this Contract, they will be resolved by giving precedence in the following order:
  - 1) the provisions of the Contract (as it may be amended);
  - 2) the provisions of the Bid;
  - 3) the provisions of the Bidder's Response.
- 1.6. **CONTRACT PERIOD** - The Term and Supply Contract period shall be from Date of Award through June 30, 2006 and may be automatically renewed for up to an additional four (4) one-year periods unless canceled by the Purchasing Director in writing prior to a renewal term.
- 1.7. **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS** - Bidder agrees to be bound by the County's standard "boilerplate" terms and conditions for Contracts, a sample of which is attached to this Bid.

**2. Primary Specifications**

- 2.1. **ITEMS TO BE PROVIDED** - 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 the furnishing of extradition services, including interstate and intrastate transportation and security and control of prisoners as needed for the Boone County Sheriff's Department as specified in the following requirements.
- 2.1.1. **Quantity** – The County does not guarantee a minimum amount of usage. Services shall be provided on an as needed, if needed basis.
- 2.2. **CONTRACT DURATION** - The contract shall be effective from Date of Award through June 30, 2006. This contract is subject to renew annually for four (4) additional one (1) year periods following expiration of the first contract period. Prices are subject to adjustment thereafter, effective on the renewal date, and must remain firm through the end of the renewal period.
- 2.2.1. **Contract Extension** - The County Purchasing Director may exercise the option to extend the contract on a month to month basis for a maximum of 6 months from the date of termination if it is deemed to be in the best interest of Boone County.
- 2.2.2. **Contract Documents** - The successful bidder(s) shall be obligated to enter into a written contract with the County within 30 days of award on contract forms provided by the County. If bidders desire to contract under their own written agreement, any such proposed agreement shall be submitted in blank with their bid. County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with its bid or are unacceptable to county legal counsel.
- 2.3. **MINIMUM CONTRACT REQUIREMENTS**
- 2.3.1. The contractor agrees to perform the services specified herein 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.
- 2.3.2. The contractor is required to agree to and follow Transport Standards for interstate/intrastate transportation of prisoners and fugitives from justice, as incorporated herein and made a part hereof. The contractor must meet the standards of and comply with all provisions of The Interstate Transportation of Dangerous Criminals Act of 2000, Public Law 106-560, 114 Stat. 2784 (42 U.S.C. 13726b) enacted December 21, 2000.
- 2.3.3. 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.
- 2.3.4. 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. The contractor must comply with all Federal, State, and Local regulations as they pertain to the contractor's services and the contractor's employees.
- 2.3.5. The contractor agrees to travel the most direct route when transporting prisoners for the County.
- 2.3.6. 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" includes 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.
- 2.3.7. 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.

- 2.3.8. 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, except medical, related to such delays, including but not limited to food and lodging.
- 2.3.9. The County shall provide the contractor with a pickup deadline for all prisoners. The contractor shall be fully responsible for insuring 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.
- 2.3.10. **Refusal and/or Inability to Transport** – 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.
- 2.3.11. If, upon arrival at the holding agency, the contractor learns that the prisoner has a contagious disease that was unknown to the contractor and the County, the contractor shall immediately contact the County for further instructions. If the prisoner is transported, transport shall be made in such a manner as to ensure the wellbeing of all other occupants. If the prisoner cannot be transported, the County shall not be subject to a penalty charge. The contractor agrees not to place holds on the County's prisoners held in other jurisdictions. Should the contractor or its agents place a hold on a prisoner, in violation of this provision, the contractor agrees to reimburse the County for the full cost of transport in each such occurrence.
- 2.3.12. 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, 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.
- 2.3.13. 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.

## 2.4. **CONTRACTOR QUALIFICATIONS**

- 2.4.1. The contractor must meet the following minimum requirements:
  - 2.4.1.1. The contractor shall have been in the business of transporting interstate and/or intrastate prisoners for a minimum of three (3) years.
  - 2.4.1.2. 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.
  - 2.4.1.3. The contractor shall provide five (5) references where they have provided similar services as specified herein, within the last twelve (12) months.
  - 2.4.1.4. The contractor shall provide a copy of the certificate issued by the Interstate Commerce Commission, which gives the contractor authority to operate as a common carrier.
  - 2.4.1.5. The contractor shall 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.
  - 2.4.1.6. The contractor shall provide a twenty-four (24) hour, seven (7) days per week, communication system for access of agency decision makers.

## 2.5. **TRAINING**

- 2.5.1. 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. A copy of the training materials (courses) must be submitted with the bid.

**2.6. IDENTIFICATION**

- 2.6.1. 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.
- 2.6.2. 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.

**2.7. SUBCONTRACTORS**

- 2.7.1. Subcontracting of any services specified herein shall not be acceptable. Any contractor responding to this bid that proposes to utilize a subcontractor shall not be considered.

**2.8. PLANNING**

- 2.8.1. The contractor shall provide twenty-four (24) hour coverage to help facilitate the planning and operations of our service to 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. Contractor shall have written contingency plans in place in the event of a medical problem, accident, or prisoner escape.
  - 2.8.2. The contractor agrees to meet the following requirements in the area of planning:
    - 2.8.2.1. 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.
    - 2.8.2.2. Pick-up and delivery of prisoners shall be done in a timely manner.
    - 2.8.2.3. Transporting agents shall carry fingerprints and a photo of each prisoner being transported.
    - 2.8.2.4. The contractor shall establish check points or call-in times. Transport agents shall use a secure phone line for reporting and receiving orders.
    - 2.8.2.5. 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.
    - 2.8.2.6. Blankets shall be carried and provided to the prisoner upon request, if route and conditions warrant.
    - 2.8.2.7. Prisoners shall be provided rest room stops every three (3) hours during the trip.
    - 2.8.2.8. Prisoners requiring medication shall be provided their medication at required time intervals while en route and self-medication shall be appropriately documented.
    - 2.8.2.9. Prisoners traveling interstate shall travel a minimum of 250 straight-line miles each day from point of departure to point of destination.
    - 2.8.2.10. Releasing agency shall be given one (1) working day notice prior to the contractor taking custody of a prisoner unless a lesser time frame may be mutually agreed upon. The contractor will 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 will contact the County immediately and there will be no charge to the County.
    - 2.8.2.11. Appropriate documentation including written authority to transport prisoner shall be in the possession of the transporting agents in order to support transport of prisoner as well as en-route housing.
    - 2.8.2.12. Meal stops shall be selected at random to avoid the possibility of a pre-planned escape attempt or

- rescue. Prisoners shall be fed three (3) meals within a twenty-four (24) hour period.
- 2.8.2.13. Each vehicle shall carry a copy of a formal confidential contingency plan covering medical problems, escapes, accidents, or other incidents.
  - 2.8.2.14. 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.
  - 2.8.2.15. 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 of any delays.
  - 2.8.2.16. Appropriate documentation including written authority to transport prisoner (i.e. Prisoner Receipt, Property Receipt, Prisoner Medical/Medication Information, Prisoner Activities [meals, rest stops, stretch breaks, and rest overnight-RON]) shall be delivered with the prisoner.
  - 2.8.2.17. The contractor shall have staff available during normal business hours.
  - 2.8.2.18. The contractor shall arrange for a 24 hour, seven (7) days per week communications system for access of agency decision-makers.

## 2.9. PERSONNEL

- 2.9.1. The contractor must meet the following requirements in the area of personnel:
  - 2.9.1.1. The contractor shall complete an evaluation of potential employees targeting desirable qualified candidates with unquestionable backgrounds. It shall include, but not be limited to, a driving history, criminal history investigation, and drug testing.
  - 2.9.1.2. The contractor agrees to adopt employment criteria that current employees will be terminated and new personnel will not be hired, if a criminal record is located for the following offenses:
    - All felony offenses unless pardoned of the offense, if the pardon is expressly granted for subsequent proof of innocence.
    - Misdemeanor offenses that fall into the following categories:
      - Convicted of driving while intoxicated, either alcohol or drugs, within the past two (2) years.
      - Thefts or crimes against persons that resulted in jail time or probated jail time within the past two (2) years.
    - Drug Offenses:
      - Manufacture or sale of any illegal drug or controlled substance.
      - Drug use: marijuana-no usage within the past two (2) years, felony drug-no usage.
    - Felony or misdemeanor convictions for the following offenses:
      - Public lewdness
      - Indecent exposure
      - Perjury
      - Tampering with a governmental record
      - Impersonating a public servant
      - Permitting or facilitating an escape
      - Violations of the rights of a prisoner
  - 2.9.1.3. 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, and weapons training.
    - The contractor shall require 100 hours of classroom instruction to insure the above requirements are met.
  - 2.9.1.4. Transporting agents shall be paid wages not less than that required by any applicable State and Federal requirements.
  - 2.9.1.5. Transporting agents shall be properly licensed in accordance with all applicable State and Federal requirements.
  - 2.9.1.6. Transporting agents shall have appropriate identification with descriptive information and picture thereon which clearly identifies him/her as transporting agents for a specific transportation agency.
  - 2.9.1.7. A minimum of two transporting agents shall be used when transporting prisoners by ground.

- 2.9.1.8. A minimum of one transporting agent shall be used when transporting by air unless otherwise stipulated by the airline or the County. Transportation agent shall be of the same gender as the prisoner.
- 2.9.1.9. Prisoners shall be transported safely and humanely.
- 2.9.1.10. 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 updates 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.
- 2.10. **VEHICLES**
  - 2.10.1. The contractor shall meet the following requirements for vehicles:
    - 2.10.1.1. Vehicles shall conform to all appropriate regulations and shall be serviced regularly and maintained in optimum operating condition.
    - 2.10.1.2. Vehicles shall be properly licensed in accordance with all applicable State and Federal regulations.
    - 2.10.1.3. Vehicles shall be configured to separate transporting agents and prisoners.
    - 2.10.1.4. Prisoners shall not be able to open doors and windows (from inside prisoner compartment).
    - 2.10.1.5. Transporting vehicles shall be equipped with a cellular telephone capable of operation anywhere the contractor operates.
    - 2.10.1.6. Vehicle separation systems shall have at least two (2) separate compartments and welded steel screened windows.
    - 2.10.1.7. Vehicles shall have an operating air-conditioner and heater for the entire vehicle.
    - 2.10.1.8. Vehicles shall be serviced on a prescribed schedule according to requirements of the transportation department.
    - 2.10.1.9. Vehicles shall carry safety equipment such as first aid kits, fire extinguisher, safety triangles, etc.
    - 2.10.1.10. Vehicles shall be equipped with spare tires, jacks, and lug wrench.
    - 2.10.1.11. Vehicles shall be equipped with sufficient storage to secure personal property of prisoners being transported.
    - 2.10.1.12. Vehicles shall be clean inside and out at all times.
    - 2.10.1.13. A vehicle shall not be in operation if it has sustained body damage that would impair the safe operation of the vehicle.
  - 2.11. **RESTRAINT EQUIPMENT**
    - 2.11.1. Transporting agents must be aware of the restraining devices available and their proper use.
    - 2.11.2. The contractor must meet the following requirements:
      - 2.11.2.1. Restraint equipment shall be obtained from a name-brand manufacturer (i.e. Hiatts, Peerless, Smith & Wesson, etc.).
      - 2.11.2.2. Handcuffs, leg irons, and hinged handcuffs shall be manufactured of steel and be nickel plated; all secure devices must have a unique serial number.
      - 2.11.2.3. Handcuffs and leg irons shall be manufactured to meet full compliance with N.I.J. Standards dealing with marking, workmanship, mechanical strength, and tamper resistance.
      - 2.11.2.4. Appropriate restraint equipment shall be available so prisoners are restrained during transport; i.e. handcuffs, Martin chairs, and leg irons, at a minimum, for each prisoner on board. Additionally, two (2) handcuff covers (black boxes) and one (1) hinged cuff shall be available.
      - 2.11.2.5. Prisoners shall not be secured to any part of the transporting vehicle.
      - 2.11.2.6. Transportation agents shall be trained in the use and prohibited uses, of restraining devices. The practice of hogtying (the restraint of the ankles and wrists while being tied together behind the back) shall be strictly prohibited at all times.
      - 2.11.2.7. Transportation agents shall maintain restraining equipment in a serviceable condition.
    - 2.12. **OPERATIONS**
      - 2.12.1. A full body strip search shall be conducted when taking initial custody and all personal items shall be removed from the prisoner. 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. Whenever

possible, prisoners shall be allowed to bathe if temporarily housed due to the length of the trip.

- 2.12.2. The contractor agrees to meet the following requirements in the area of operations:
  - 2.12.2.1. Prisoners shall be positively physically identified prior to transportation agents assuming custody and removing them from the holding agency.
  - 2.12.2.2. 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.
  - 2.12.2.3. 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.
  - 2.12.2.4. Prisoners shall be properly placed and segregated within the transporting vehicle.
  - 2.12.2.5. 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.
  - 2.12.2.6. Property transported shall be inventoried and signed for by both the prisoner and the transporting agent.
  - 2.12.2.7. Personal property shall be securely stored and inaccessible to prisoners.
  - 2.12.2.8. Prisoners shall not have personal property in their possession.
  - 2.12.2.9. Prisoners shall not be permitted to communicate with persons other than transporting agents. Prisoners en route are prohibited from using phones at en route housing locations.
  - 2.12.2.10. Transporting agents shall keep an activity log that is updated continually throughout the trip by current entries.
  - 2.12.2.11. Food shall be brought to the transportation vehicle when stopping for meals.
  - 2.12.2.12. Prisoners shall always be kept in sight of the transporting agents.
  - 2.12.2.13. Special requests by prisoners are not to be honored unless related to 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.
  - 2.12.2.14. When en route housing is required, prisoners shall be lodged in secure and adequate jail facilities and local staff advised of escape potential, security threat such as gang affiliation, disruptive group member, or high profile offender. Whenever possible, prisoners en route shall be separated from the facilities' general population.
  - 2.12.2.15. Transporting agents are legally responsible for prisoners under their care and control.
  - 2.12.2.16. Prisoners shall be allowed to bathe at en route housing locations.
  - 2.12.2.17. The contractor shall verify the identity of the person(s) to whom custody is transferred.

### 2.13. SAFETY

- 2.13.1. The following requirements shall be met **immediately** by the contractor:
  - 2.13.1.1. All vehicle accidents shall be reported to the contractor's office. All vehicle accidents shall also be reported to the County designated representative. The contractor agrees to furnish the County with a copy of any official accident investigation reports generated by the local police agency and a copy of any internal investigation reports related to the accident.
  - 2.13.1.2. Vehicle repairs in transit shall be completed before the trip continues.
  - 2.13.1.3. Prisoner injuries shall be reported to the contractor's office.
  - 2.13.1.4. Trip audits shall be completed on transporting agents' activity logs to assure compliance with operating standards.
  - 2.13.1.5. Rates of speed above posted limits are not permitted. All traffic laws must be adhered to. All traffic citations shall be reported to the contractor's office.

### 2.14. SECURITY

- 2.14.1. The contractor must meet the following requirements:
  - 2.14.1.1. All escapes shall be reported at once to local law enforcement at the scene, and to the contractor's office.
  - 2.14.1.2. All escapes shall be immediately reported to the County.

### 2.15. BID SUBMITTAL INFORMATION

- 2.15.1. Bidders must submit the following information with their bid:
  - All information required throughout the bid document,
  - The attached questionnaire, and

- Response form.
- 2.16. **BILLING AND PAYMENT** – The contractor shall submit an invoice to the Boone County Court Sheriff’s Department upon completion of services at the firm, fixed prices stated on the Response Form.
- 2.17. **INSURANCE REQUIREMENTS** - The Contractor shall not commence work under this Contract until they have obtained all insurance required under this paragraph and the County has approved such insurance. All policies shall be in amounts, form, and companies satisfactory to the County. The County must carry an A-6 or better rating as listed in the A.M. Best or Equivalent Rating Guide.
- 2.17.1. **Compensation Insurance** – Contractor shall take out and maintain during the life of this contract, **Employee’s Liability and Workers Compensation Insurance** for all of their employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker’s Compensation Insurance for all of the latter’s employees unless such employees are covered by the protection afforded by the Contractor.
- Worker’s 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 this Contract at the site of the work is not protected under the Worker’s 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.
- 2.17.2. **Comprehensive General Liability Insurance** - The Contractor shall take out and maintain during the life of this contract, such comprehensive general liability insurance as shall protect them from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$2,000,000.00 per project 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 Comprehensive General Liability Insurance, then the Proof of Coverage of Insurance shall also be included. **Proof of Coverage of Insurance** - The Contractor shall furnish the County with Certificate(s) of Insurance which name **the County of Boone – Missouri as additional insured** in an amount as required in this contract and requiring a thirty (30) day mandatory cancellation notice. 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 project.
- 2.17.3. **Commercial Automobile Liability** – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$2,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor’s own automobiles, teams and trucks; hired automobiles, teams and trucks; and both on and off the site of work.
- 2.17.4. The Contractor has the option to provide **Owner’s Contingent or Protective Liability and Property Damage** instead of the **Comprehensive General Liability Insurance**- The Contractor shall provide the County with proof of Owner’s Protective Liability and Property Damage Insurance with the County as named insured, which shall protect the County against any and all claims which might arise as a result of the operations of the Contractor in fulfilling the terms of this contract during the life of the Contract. The minimum amounts of such insurance will be \$2,000,000.00 per occurrence, combined single limits. Limits can be satisfied by using a combination of primary and excess coverages. Should any work be subcontracted, these limits will also apply.
- 2.17.5. **Proof of Coverage of Insurance** - The Contractor shall furnish the County with Certificate(s) of Insurance which name **the County of Boone – Missouri as additional insured** in an amount as required in this contract and requiring a thirty (30) day mandatory cancellation notice. 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 project.

- 2.17.6. **Indemnity Agreement** - To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County of Boone, its directors, officers, agents, and employees from and against all claims arising by reason of any act or failure to act, negligent or otherwise, of Contractor, (meaning anyone, including but not limited to consultants having a contract with Contractor or subcontractor for part of the services), of anyone directly or indirectly employed by contractor, or of anyone for whose acts the Contractor may be liable, in connection with providing these services. This provision does not, however, require Contractor to indemnify, hold harmless or defend the County of Boone from its own negligence.
- 2.18. **DESIGNEE** - Boone County Sheriff's Department, 2121 County Drive, Columbia, MO 65202.
- 2.19. **BID CLARIFICATION** - Any questions or clarifications concerning bid documents should be addressed to Heather Turner, CPPB, Buyer, 601 E. Walnut, Room 209, Columbia, Missouri 65201. Telephone (573) 886-4392 Fax (573) 886-4390, E-mail: hturner@boonecountymo.org.

**3. Response Presentation and Review**

- 3.1. **RESPONSE CONTENT** - In order to enable direct comparison of competing Responses, you must submit your Response in strict conformity to the requirements stated here. Failure to adhere to all requirements may result in your Response being disqualified as non-responsive. All Responses must be submitted using the provided Response Sheet. Every question must be answered and if not applicable, the section must contain "N/A" or "No Bid". Manufacturer's published specifications for the items requested shall be included with the response.
- 3.2. **SUBMITTAL OF RESPONSES** - Responses **MUST** be received by the date and time noted on the title page under "Bid Submission Information and Deadline". **Note: Bid Submission and Bid Opening times are different.** NO EXCEPTIONS. We are not responsible for late or incorrect deliveries from the US Postal Service or any other mail carrier.
  - 3.2.1. **Submittal Package** - Submit, to the location specified on the title page, **three (3) complete copies** of your Response in a single sealed envelope, clearly marked on the outside with your company name and return address, the proposal number and the due date and time.
  - 3.2.2. **Advice of Award** - A Bid Tabulation of responses received as well as Award status can be viewed at [www.showmeboone.com](http://www.showmeboone.com).
- 3.3. **BID OPENING** - On the date and time and at the location specified on the title page under "Bid Opening", all Responses will be opened in public. Brief summary information from each will be read aloud.
  - 3.3.1. **Removal from Vendor Database** - If any prospective Bidder currently in our Vendor Database to whom the Bid was sent elects not to submit a Response and fails to reply in writing stating reasons for not bidding, that Bidder's name may be removed from our database. Other reasons for removal include unwillingness or inability to show financial responsibility, reported poor performance, unsatisfactory service, or repeated inability to meet delivery requirements.
- 3.4. **RESPONSE CLARIFICATION** - We reserve the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.
  - 3.4.1. **Rejection or Correction of Responses** - We reserve the right to reject any or all Responses. Minor irregularities or informalities in any Response which are immaterial or inconsequential in nature, and are neither affected by law nor at substantial variance with Bid conditions, may be waived at our discretion whenever it is determined to be in the County's best interest.
- 3.5. **EVALUATION PROCESS** - Our sole purpose in the evaluation process is to determine from among the Responses received which one is best suited to meet the County's needs at the lowest possible cost. Any final analysis or weighted point score does not imply that one Bidder is superior to another, but simply that in our judgment the Contractor selected appears to offer the best overall solution for our current and anticipated needs at the lowest possible cost.
  - 3.5.1. **Method of Evaluation** - We will evaluate submitted responses in relation to all aspects of this Bid.
  - 3.5.2. **Acceptability** - We reserve the sole right to determine whether goods and/or services offered are acceptable for our use.
  - 3.5.3. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
  - 3.5.4. **Endurance of Pricing** - Your pricing must be held until contract execution or 60 days, whichever comes first.
  - 3.5.5. Boone County reserves the right to reject all bids. Boone County reserves the right to waive informalities in bids.

4. **Response Form**

- 4.1. Company Name: \_\_\_\_\_
- 4.2. Address: \_\_\_\_\_
- 4.3. City/Zip: \_\_\_\_\_
- 4.4. Phone Number: \_\_\_\_\_
- 4.5. Fax Number: \_\_\_\_\_
- 4.6. Federal Tax ID: \_\_\_\_\_
- 4.6.1. ( ) Corporation  
 ( ) Partnership - Name \_\_\_\_\_  
 ( ) Individual/Proprietorship - Individual Name \_\_\_\_\_  
 ( ) Other (Specify) \_\_\_\_\_

4.7. **Pricing**

Item #	Description	Price
4.7.1.	Price Per Mile-Adult Prisoner	\$_____ firm, fixed price per mile
4.7.2.	Price Per Mile-Juvenile Prisoner	\$_____ firm, fixed price per mile
4.7.3.	Minimum Trip Fee	\$_____
4.7.4.	Discount if more than one prisoner per pick-up/drop-off location at same time.	_____ %
4.7.5.	Penalty for Canceled Trip	\$_____

- 4.8. Maximum Percentage Increase for:  
 \_\_\_\_\_ % 2<sup>nd</sup> Year                      \_\_\_\_\_ % 3<sup>rd</sup> Year  
 \_\_\_\_\_ % 4<sup>th</sup> Year                         \_\_\_\_\_ % 5<sup>th</sup> Year

4.9. **The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with the specifications, instructions and general conditions of bidding which have been read and understood, and all of which are made part of this order.**

- 4.9.1. Authorized Representative (Sign By Hand):  
\_\_\_\_\_
- 4.9.2. Type or Print Signed Name:  
\_\_\_\_\_
- 4.9.3. Today's Date: \_\_\_\_\_
- 4.10. Will you honor the submitted prices for purchase by other entities in Boone County who participate in cooperative purchasing with Boone County, Missouri?  
 \_\_\_\_\_ Yes                      \_\_\_\_\_ No

**Exhibit A**  
**Questionnaire**

Bidders must submit this completed questionnaire with their bid. Failure to do so may be cause for rejection of the bid.

1. How many years has bidder been in the business of extraditing prisoners?
2. How many prisoners did the bidder transport in the past twelve (12) months?
  - a. How many were male?
  - b. How many were female?
  - c. How many were juveniles?
3. How many overnight trips were conducted by the bidder where lodging had to be secured for prisoners?
4. What is the average length of trip (in miles) the bidder has made during the past twelve (12) months?
5. What is the average length of trip (in days) the bidder has made during the past twelve (12) months?
6. How many personnel does the bidder employ for the transportation of prisoners?
7. How many personnel are assigned to each van per trip?
8. Does the number of personnel assigned to a van change based on the number of prisoners being transported? Explain in detail.
9. How many vans does the bidder have ready for the transportation of prisoners? Do any of these need to be modified to conform to specifications? If so, how many?
10. Does the bidder have its own maintenance facilities and personnel responsible for upkeep of the vans? If so, where is the facility located?
11. How many personnel are dedicated to maintenance service?
12. Under what conditions and/or illnesses would the bidder refuse to transport a prisoner? Explain in detail.

**Exhibit A**  
**Questionnaire (continued)**

13. Does the bidder provide a training program for personnel who transport prisoners or is training provided by an outside source? If an outside source, please provide the name, address, phone number, and contact person for the agency.
  
14. What hours does the bidder's ground transportation system normally operate?
  
15. Does the bidder have the capability to operate the ground transportation system seven (7) days per week, three hundred sixty-five (365) days per year, twenty-four (24) hours per day?
  
16. Is the bidder certified by the Interstate Commerce Commission to operate as a common carrier?
  
17. What type of communication system does the vendor have in place to assist in communication with the County? Does it operate 24 hours per day, 7 days per week?



## Standard Terms and Conditions

**Boone County Purchasing**

601 E. Walnut, Room 209

Columbia, MO 65201

**Heather Turner, Buyer**

Phone: (573) 886-4392 – Fax: (573) 886-4390

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1. 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.
2. 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.
3. 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.
4. 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.
5. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
6. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
7. 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.
8. 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.
9. Failure to deliver as guaranteed shall disqualify Bidder from future bidding.
10. 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.
11. No bid transmitted by fax machine will be accepted.
12. 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.
13. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.



**Boone County Purchasing**  
601 E. Walnut, Room 209  
Columbia, MO 65201

*“No Bid” Response Form*

Heather Turner, CPPB, Buyer  
(573) 886-4392– Fax: (573) 886-4390

**“NO BID RESPONSE FORM”**

**NOTE: COMPLETE AND RETURN THIS FORM ONLY IF YOU DO NOT WANT TO  
SUBMIT A BID**

If you do 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 or fax.

If you would like to FAX this “No Bid” Response Form to our office, the FAX number is (573) 886-4390.

**Bid: 43-20OCT05**

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

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

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

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

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

Reason(s) for not bidding:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_