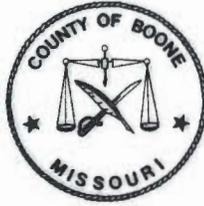


COUNTY OF BOONE - MISSOURI



REQUEST FOR PROPOSAL FOR EXTRADITION SERVICES

RFP #65-23NOV15
Release Date: October 21, 2015

Submittal Deadline:
November 21st, 2015
not later than 1:30 p.m. Central Time

Boone County Purchasing
613 E. Ash Street, Room 111
Columbia, Missouri 65201

Jacob M. Garrett, Buyer
Phone: (573) 886-4393 Fax: (573) 886-4390
E-mail: JGarrett@boonecountymo.org



NOTICE OF REQUEST FOR PROPOSAL

Boone County is accepting Request for Proposals for the following:

PROPOSAL #: 65-23NOV15 – Extradition Services

Sealed proposals will be accepted until **1:30 p.m. on Monday, November 23, 2015** in the Boone County Purchasing Office, Boone County Annex Building, Room 111, 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) 886-4393; fax (573) 886-4390 or e-mail:

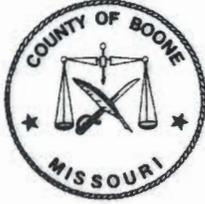
JGarrett@boonecountymo.org.

Vendors may obtain further information on the Boone County Web Page at

<http://www.showmeboone.com>.

Jacob M. Garrett
Buyer

Insertion: Thursday, October 22, 2015
COLUMBIA MISSOURIAN



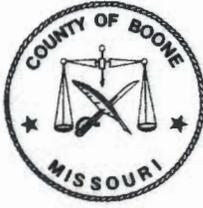
1. INSTRUCTIONS AND GENERAL CONDITIONS

1.1 **Delivery of Proposals:** Sealed proposals, subject to Instructions and General Conditions and any special conditions set forth herein, will be received at the Boone County Purchasing office until the proposal closing date and time indicated herein for furnishing the County with services as detailed in the following request for proposal.

- a) **Proposal Closing:** All proposals shall be **delivered before 1:30 P.M., C.T., on Monday, November 23, 2015** to:

Boone County Purchasing Department
Jacob M. Garrett, Buyer
613 E. Ash Street, Room 111
Columbia, Missouri 65201-4460

- b) The County will not accept any proposals received after 1:30 P.M. and will return such late proposals to the Offeror.
- c) Offerors must submit one (1) original, and five (5) copies of the proposal (total of six). Proposals will be opened publicly but only names of Offerors will be read aloud. All proposal responses will be considered public information and following contract execution or rejection of all proposal responses, all responses will become a part of public record and will be released to any person or firm who requests it.
- d) 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."
- e) If you do not care to submit a proposal, please return the *No Bid Response Page* and note your reason. No fax or electronic transmitted proposals will be accepted.
- f) If you have obtained this proposal document from our Web Page or from a source other than the Boone County Purchasing Department, please check with our office prior to submitting your proposal to ensure that you have a complete package. The Purchasing Department cannot be responsible for providing addenda if we do not have you on our Vendor list for this proposal.



2. INTRODUCTION AND GENERAL INFORMATION

2.1 Introduction:

- 2.1.1 This document constitutes a request for sealed proposals for **Extradition Services** 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 Services
 - 4) Proposal Submission Information
 - 5) Response/Pricing Page
 - 6) Attachment – “No Bid” Response Form

2.2. Guideline for Written Questions:

- 2.2.1 All questions regarding this Request for Proposal should be submitted in writing, prior to the bid opening and no later than 5:00 p.m., Monday, November 16, 2015. All questions must be mailed, faxed or e-mailed to the attention of Jacob M. Garrett, Buyer. All such questions will be answered in writing, and such answers will be provided to all parties having obtained a Request for Proposal packet by the County by posting the addendum on the County Web site at www.showmeboone.com (Select Purchasing, then Current Bid Opportunities). Submit questions to:

- a. Jacob M. Garrett, Buyer
613 E. Ash Street, Room 111
Columbia, Missouri 65201
Phone: (573) 886-4393
Fax: (573) 886-4390
E-mail: JGarrett@boonecountymo.org

- 2.2.2 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.
- 2.3. **Sunshine Laws:** Due to applicable sunshine laws and regulations concerning public documents, the County’s proposal file becomes part of public record at time of contract execution or when all proposals have been rejected.

2.4. Insurance Requirements: The Contractor shall not commence work under this contract until they have 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 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.

2.4.1. Compensation Insurance - The Contractor shall take out and maintain during the life of this 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 this 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.

2.4.2. Comprehensive General Liability Insurance - The Contractor shall take out and maintain during the life of this contract, such commercial general liability insurance as shall protect it and any subcontractor performing work covered by this 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 this 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.

2.4.3. 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 \$3,000,000.00 per occurrence, combined single limits. Limits can be satisfied by using a combination of primary and excess coverage's. Should any work be subcontracted, these limits will also apply.

2.4.4. COMMERCIAL Automobile Liability – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than

\$3,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; non-owned and both on and off the site of work.

2.4.5. Proof of Carriage of Insurance - The Contractor shall furnish the County with Certificate(s) of Insurance which name the County as additional insured in an amount as required in this contract, contain a description of the project or work to be performed and provided for Commercial General Liability, Business Auto Liability, and Umbrella or Excess Liability (not on Workers Compensation). The Certificate of Insurance shall provide that there will be no cancellation, non-renewal or reduction of coverage without 30 days prior written notice to the Owner. 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.

2.5. INDEMNITY AGREEMENT: To the fullest extent permitted by law, 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 Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by 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 contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.

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.

2.6. Contract Terms and Conditions:

2.6.1. The successful Offeror is 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.

2.6.2. Offeror must clearly state in writing any restrictions or deviations from these specifications. In the absence of such statement, the County will assume that all items/services offered are in strict compliance with the technical and financial requirements, contract terms and conditions as described in these specifications. The proposal of the Contractor will be included as part of the final contract.

2.7. Contract Period:

The contract period with the successful firm shall begin **February 1, 2016 and extend through December 31, 2016**. The contract shall have four (4), one-year renewal periods following the completion of the initial contract term. After the completion of the final

renewal term, this Agreement will continue on a month-to-month basis until either party terminates this Agreement by providing the other party with 30 days prior written notice.

2.8. Cancellation Agreement:

The County reserves the right to cancel the contract without cause by giving not less than thirty (30) 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 this contract may be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of Boone County. Boone County may allow Contractor reasonable opportunity to cure material breach, but is not required to do so.

2.9. Fiscal Non-Funding Clause:

In the event sufficient budgeted funds are not available for a new fiscal period, the County shall notify the provider of such occurrence and contract shall terminate on the last day of current fiscal period without penalty or expense to the County.

2.10. Estimated Usage:

The County anticipates extradition services for roughly 25 County prisoners each year. This number is estimated based on past usage for a 12-month period. The County does not guarantee minimum usage. The County reserves the right to increase or decrease usage as requirements dictate.

2.11. Work Authorization Certification: Employment of Unauthorized Aliens Prohibited

2.11.1. Contractor agrees to comply with Missouri State Statute section 285.530 in that they shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri.

2.11.2. As a condition for the award of this contract, the Contractor shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. The contractor shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. **Please return a copy of the Memorandum of Understanding** that you will receive following completion of enrollment. This will provide the County the proof of enrollment.

2.11.3. Contractor shall require each subcontractor to affirmatively state in its contract with Contractor that the subcontractor shall not knowingly employ, hire for employment or continue to employ an unauthorized alien to perform work within the state of Missouri. Contractor shall also require each subcontractor to provide Contractor with a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States.

2.12. The County reserves the right to award to one or multiple respondents. In addition, the resulting contract from this RFP will be considered "Non-Exclusive". The County reserves the right to obtain service from other suppliers.



SCOPE OF SERVICES

Project Description:

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 Office as specified in the following requirements. Subcontracting of any services specified herein shall not be acceptable. Any contractor responding with a proposal to utilize a subcontractor will not be considered

3.2. Scope of Current Extradition Service Contract:

The County is currently under contract with PTS of America. PTS is providing extradition service both within and between States on a case by case basis. Some persons being transferred have special needs. Examples of persons with special needs include juveniles, women, medicated persons, and persons with mental health issues. Professionalism, effectiveness, and a highly trained staff are all qualities that the County looks for in its contractors.

3.3. Scope of Work:

The County will expect the Contractor to perform the services noted below. Please respond to this listing in your proposal.

3.3.1. 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.

3.3.2. 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.

3.3.3. 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.

3.3.4. 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.

3.3.5. The contractor agrees to travel the most direct route when transporting prisoners for the County.

3.3.6. 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.

3.3.7. 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.

3.3.8. 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.

3.3.9. 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.

3.3.10. If the Contractor is unable to meet a pickup deadline, the County reserves the right to use an alternative Contractor.

3.3.11. 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.

3.3.12. 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 agent's 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.

3.3.13. 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.

3.3.14. 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.

3.4. Special Needs / Service Requirements

3.4.1. On a case by case basis, the County reserves the right to use an alternative Contractor if the primary Contractor is unable to meet a necessary pick up deadline.

3.4.2. In the case of special needs transportation, Contractor's qualifications and equipment will be evaluated on a case by case basis. The County reserves the right to use the Contractor deemed most appropriate by the County.

3.4.3. Contractor will ensure that female staff will be utilized any time female inmates are in contractor's custody except for short periods necessary for female staff to join the transportation staff team while en route.

3.5. Contractor Qualifications

3.5.1. The contractor must meet the following minimum requirements:

3.5.2. The contractor shall have been in the business of transporting interstate and/or intrastate prisoners for a minimum of three (3) years.

3.5.3. 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.

3.5.4. The contractor shall provide five (5) references where they have provided similar services as specified herein, within the last twelve (12) months.

3.5.5. 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.

3.5.6. 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.

3.5.7. The contractor shall provide a twenty-four (24) hour, seven (7) days per week, communication system for access of agency decision makers.

3.6. Training

3.6.1. 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.

3.7. Identification

3.7.1. 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.

3.7.2. 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.

3.8. Planning - The contractor agrees to meet the following requirements in the area of planning:

3.8.1. 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.

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. Pick-up and delivery of prisoners shall be done in a timely manner.

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

3.8.5. The contractor shall establish check points or call-in times. Transport agents shall use a secure phone line for reporting and receiving orders.

3.8.6. 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.

3.8.7. Blankets shall be carried and provided to the prisoner upon request, if route and conditions warrant.

3.8.8. Prisoners traveling interstate shall travel a minimum of 250 straight-line miles each day from point of departure to point of destination.

3.8.9. 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.

3.8.10. 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.

3.8.11. 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.

3.8.12. Each vehicle shall carry a copy of a formal confidential contingency plan covering medical problems, escapes, accidents, or other incidents.

3.8.13. 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.

3.8.14. 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.

3.8.15. 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.

3.8.16. The contractor shall arrange for a 24 hour, seven (7) days per week communications system for access of agency decision-makers.

3.8.17. The contractor shall have staff available during normal business hours.

3.9. PERSONNEL

3.9.1. 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.

3.9.2. 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

- 3.9.3. 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.
- 3.9.4. The contractor shall require 100 hours of classroom instruction to insure the above requirements are met.
- 3.9.5. Transporting agents shall be paid wages not less than that required by any applicable State and Federal requirements.
- 3.9.6. Transporting agents shall be properly licensed in accordance with all applicable State and Federal requirements.
- 3.9.7. 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.
- 3.9.8. A minimum of two transporting agents shall be used when transporting prisoners by ground.
- 3.9.9. 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.
- 3.9.10. Prisoners shall be transported safely and humanely.
- 3.9.11. 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.

3.10. Vehicles

- 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 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 two (2) separate compartments.

- 3.10.7. Vehicles shall have an operating air-conditioner and heater for the entire vehicle.
- 3.10.8. Vehicles shall be serviced on a prescribed schedule according to requirements of the transportation department.
- 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 with spare tires, jacks, and lug wrench.
- 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

- 3.11.1. 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.
- 3.11.2. 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.
- 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 hogtying (the restraint of the ankles and wrists while being tied together behind the back) shall be strictly prohibited at all times.

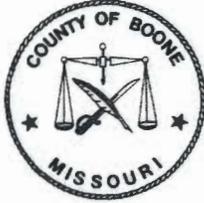
3.12. Operations

- 3.12.1. 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.
- 3.12.2. Prisoners shall be positively physically identified prior to transportation agents assuming custody and removing them from the holding agency.
- 3.12.3. 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.
- 3.12.4. 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.
- 3.12.5. Prisoners shall be properly placed and segregated within the transporting vehicle.

- 3.12.6. 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.
- 3.12.7. Property transported shall be inventoried and signed for by both the prisoner and the transporting agent.
- 3.12.8. Personal property shall be securely stored and inaccessible to prisoners.
- 3.12.9. 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.
- 3.12.10. Transporting agents shall keep an activity log that is updated continually throughout the trip by current entries.
- 3.12.11. Food shall be brought to the transportation vehicle when stopping for meals.
- 3.12.12. 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.
- 3.12.13. 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.
- 3.12.14. Transporting agents are legally responsible for prisoners under their care and control.
- 3.12.15. Prisoners shall be allowed to bathe at en route housing locations.
- 3.12.16. The contractor shall verify the identity of the person(s) to whom custody is transferred.

3.13. Safety

- 3.13.1. 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.
- 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.
- 3.13.4. Trip audits shall be completed on transporting agents' activity logs to assure compliance with operating standards.
- 3.13.5. 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.
- 3.13.6. All escapes shall be reported at once to local law enforcement at the scene, and to the contractor's office.
- 3.13.7. All escapes shall be immediately reported to the County.



4. PROPOSAL SUBMISSION INFORMATION

4.1. RESPONSE TO PROPOSAL

4.1.1. Submission of Proposals:

4.1.1.1. When submitting a proposal, the Offeror should include the **original and five (5) additional copies**.

a. The Offeror shall submit the proposal to:

Boone County Purchasing Department
Attn: Jacob M. Garrett, Buyer
613 E. Ash Street, Room 111
Columbia, MO 65201

b. The proposals must be delivered no later than **1:30 p.m. on Monday, November 23, 2015**. Proposals will not be accepted after this date and time.

4.1.1.2. 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 Proposal must, 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.

4.1.1.3. 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.

4.1.1.4. 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.

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

4.1.2.1. Negotiations may be conducted in person, in writing, or by telephone.

4.1.2.2. 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.

4.1.2.3. 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.

4.1.2.4. The mandatory requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless the County determines that a change in such requirements is in the best interest of the entities.

4.1.3. Evaluation and Award Process:

4.1.3.1. 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) shall use both objective analysis and subjective judgment in conducting a comparative assessment of the proposal in accordance with the evaluation criteria stated below:

- a. **Method of Performance**
- b. **Experience/Expertise**
- c. **Cost**

4.1.3.2. 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 shall be at the Offeror's expense. All arrangements and scheduling will be coordinated by the County.

4.1.4. Evaluation:

4.1.4.1. Experience 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.

4.1.4.2. **Qualifications Statement/References:** 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

- a. 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.
- b. Name other businesses or preferably any government agencies/municipalities for which you have provided similar services in the last five (5) years and provide a current contact name, email address and phone number for each account.

4.1.4.3. 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.

4.1.4.4. 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.

- 4.1.4.5. Where the words “shall” or “must” are used, they signify a required minimum function of system capacity that will heavily impact the Bidder’s final response rating.
- 4.1.4.6. 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 Bidder’s final response rating.
- 4.1.4.7. 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.

4.1.5. Rejection / Withdrawal of Proposals Response:

Rejection of Proposals The right is reserved by the County at its discretion to reject any or all proposals or parts thereof. The County reserves the right to waive defects or informalities, to negotiate with bidders and to accept the proposal deemed to be in the best interest of the County.

Withdrawal of Proposals Proposals may be withdrawn on written request from the bidder at the address shown in the solicitation prior to the time of acceptance.

Negligence on the part of the bidder in preparing the proposal confers no right of withdrawal after the time fixed for the acceptance of the proposals.

4.1.6. Validity of Proposal Response:

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



5. Response/Pricing Page

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

Company Name: _____

Address: _____

Telephone: _____ Fax: _____

Federal Tax ID (or Social Security #): _____

Print Name: _____ Title: _____

Signature: _____ Date: _____

E-Mail Address: _____

<u>Item #</u>	<u>Description</u>	<u>Price</u>
5.1.	Price Per Mile-Adult Prisoner	\$ _____ firm, fixed price per mile
5.2.	Price Per Mile-Juvenile Prisoner	\$ _____ firm, fixed price per mile
5.3.	Minimum Trip Fee	\$ _____
5.4.	Discount if more than one prisoner per pick-up/drop-off location at same time.	_____ %

5.5. Special Needs:

Please outline a pricing plan per mile for persons with any conceivable special needs.

5.6. Renewal Option:

The County shall have the sole option to renew the contract in one year increments for a total accumulated period of four additional years following the initial term. If the options are exercised, the Contractor shall charge the County the same prices as quoted originally except as modified in the paragraph below. Offerors are to state if prices are firm for these renewal periods.

Yes _____ No _____

If no, please indicate the maximum percentage of increase or decrease off pricing for each renewal:

First Renewal: January 1, 2017 – December 31, 2017	+ ___%	- ___%
Second Renewal: January 1, 2018 – December 31, 2018	+ ___%	- ___%
Third Renewal: January 1, 2019 – December 31, 2019	+ ___%	- ___%
Fourth Renewal: January 1, 2020 – December 31, 2020	+ ___%	- ___%

Note: These renewal options will be used in the evaluation.

5.7. Provide a contact person who will be responsible for coordinating the efforts and personnel of all parties involved in the response, to include, but not be limited to, oral presentations, demonstrations, site visits and responses to request for clarification, if any. Provide the following:

- Name:**
- Organization:**
- Address:**
- E-mail:**
- Phone Number:**
- Fax:**

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.uscis.gov/portal/site/uscis/menuitem.eb1d4c2a3e5b9ac89243c6a7543f6d1a/?vgnextoid=75bce2e261405110VgnVCM1000004718190aRCRD&vgnnextchannel=75bce2e261405110VgnVCM1000004718190aRCRD>

Please complete and return form *Work Authorization Certification Pursuant to 285.530 RSMo* if your contract amount is in excess of \$5,000. **Attach to this form the first and last page of the *E-Verify Memorandum of Understanding* that you completed when enrolling for proof of enrollment.**

If you are an Individual/Proprietorship, then you must return the attached *Certification of Individual Bidder*. On that form, you 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 you choose option number two, then you will also need to complete and return the attached form *Affidavit*.

CERTIFICATION OF INDIVIDUAL BIDDER

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

- ____ 1. I have provided a copy of documents showing citizenship or lawful presence in the United States. (Such proof may be a Missouri driver's license, U.S. passport, birth certificate, or immigration documents). Note: If the applicant is an alien, verification of lawful presence must occur prior to receiving a public benefit.

- ____ 2. I do not have the above documents, but provide an affidavit (copy attached) which may allow for temporary 90 day qualification.

- ____ 3. I have provided a completed application for a birth certificate pending in the State of _____. Qualification shall terminate upon receipt of the birth certificate or determination that a birth certificate does not exist because I am not a United States citizen.

Applicant

Date

Printed Name

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

State of Missouri)
)SS.
County of _____)

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

Date

Signature

Social Security Number
or Other Federal I.D. Number

Printed Name

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

Notary Public

My Commission Expires:

(Please complete and return with Contract)

**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 shall attach an explanation to this proposal.

Name and Title of Authorized Representative

Signature

Date



"No Bid" Response Form

Boone County Purchasing
613 E. Ash Street, Room 111
Columbia, MO 65201

Jacob M. Garrett, Buyer
(573) 886-4393 – 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: 65-23NOV15 – Extradition Services

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for Not Bidding:

