

COUNTY OF BOONE - MISSOURI



REQUEST FOR PROPOSAL FOR EXTRADITION SERVICE TERM AND SUPPLY

RFP # 47-26AUG19

Release Date: 7/23/19

**Submittal Deadline:
August 26, 2019
not later than 2:00 P.M. CST**

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

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



NOTICE OF REQUEST FOR PROPOSAL

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

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

Sealed proposals will be accepted until **2:00 P.M. on August 26, 2019** in the Boone County Purchasing Office, Room 109, located at 613 E. Ash Street, Columbia, MO 65201.

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

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

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

***Insertion: Tuesday, July 23, 2019
COLUMBIA MISSOURIAN***



1. INSTRUCTIONS AND GENERAL CONDITIONS

- 1.1 Delivery of Proposals: Sealed proposals, subject to Instructions and General Conditions and any special conditions set forth herein, will be received at the Boone County Purchasing office until the proposal closing date and time indicated herein for furnishing the County with services as detailed in the following request for proposal.
- 1.2 Proposal Closing: All proposals must be **delivered before 2:00 P.M.** Central Time on **August 26, 2019** to:
- Boone County Purchasing Department
Liz Palazzolo, Senior Buyer
613 E. Ash Street, Room 109
Columbia, Missouri 65201-4460
- 1.2.1 The County will not accept any proposals received after 2:00 P.M. Late bids may be returned unopened if the vendor requests within ten (10) business days after bid opening. All returns will be made at the vendor's expense.
- 1.3 Sealed Proposals Required: Proposals must be submitted in a sealed envelope identified with the proposal number and date of closing. List the proposal number on the outside of the box or envelope and note "Response to Request for Proposal enclosed." No fax or electronic transmitted proposals will be accepted.
- 1.3.1 If the offeror chooses not to submit a proposal, please return the enclosed *No Bid Response Page* and note the reason.
- 1.4 Copies: The offeror is advised to submit one (1) original proposal, and two (2) copies of the proposal (for a total of three copies), plus an electronic copy of the original proposal on a thumb drive (USB memory stick).
- 1.5 Bid Opening: Proposals will be opened publicly shortly after 2:00 P.M. on **August 26, 2019** but only the names of offerors will be read aloud at the proposal opening. Following contract execution or rejection of all proposal responses, all responses will become a part of the public record and will be released to any person or firm who requests access. **Missouri Sunshine Laws:** Due to applicable sunshine laws and regulations concerning public documents (e.g., Section 610.021 RSMo), the County's proposal file becomes part of the public record at time of contract execution or when all proposals have been rejected.

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

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

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

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



2. INTRODUCTION AND GENERAL INFORMATION

2.1 Introduction:

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

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

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

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

2.1.4 Scope of Current Extradition Service Contract: The County currently contracts with PTS America, LLC (Boone County contract # 13-31AUG18). PTS America, LLC provides both intrastate and interstate extradition service for the Boone County Sheriff's Office as needed.

- a. In 2017, PTS provided Boone County with extradition service for 35 transports at a total cost of \$22,992.00, or an average of 643 miles each transport trip. In 2018, a total of \$19,393.00 was spent by the Sheriff on extradition travel; and in 2019 to date, a total of \$21,516.00 has been spent. All trips have been interstate, i.e., outside Missouri. Although the County has provided this historical information for the vendor's benefit, the vendor shall understand that this information is historical and non-binding on the County regarding any potential work under a new contract.

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



3. SCOPE OF WORK:

3.1 General Requirements:

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

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

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

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

- 3.1.3. Pursuant to the Motor Carrier Safety Improvement Act of 1999, the contractor shall follow the current provisions of Section 49 Code of Federal Regulations (49 CFR) as published by the Department of Transportation, Federal Motor Carriers Safety Administration, and incorporated into the contract by reference, and as detailed at:

<https://www.fmcsa.dot.gov/regulations/title49/b/5/3>

- 3.1.4. The contractor shall understand and agree that prisoners shall be transported safely and humanely.
- 3.1.5. At the request of the County, the contractor shall assume custody of prisoners committed to the custody of the County and provide interstate and/or intrastate transportation of said prisoners to and from locations designated by the County.
 - a. The contractor shall assume custody of prisoners from authorized agents of the County, at the location of incarceration determined by the parties to be suitable for such purpose, to transport such prisoners to their destination or other specified location. Upon arrival, the contractor shall surrender custody of such prisoners to the County or to the law enforcement agency as designated by the County. The County shall have the right to cancel its pick-up order within twenty-four (24) hours after placing the order. Any other cancellation may be made only with the consent of the contractor.

- b. In assuming custody of prisoners, the contractor shall assume the sole responsibility for security and control of prisoners in a professional manner and in accordance with the County's written policies and procedures. Such policies, procedures, and directives may be promulgated in the future regarding the use of force and the security and control of prisoners. In the event there are no written policies or procedures, the contractor shall follow reasonable and customary operating procedures.
- 3.1.6. The contractor shall immediately report unusual incidents, emergencies, and/or controversial situations that arise in the performance of their services to the County in accordance with the County's directives. For the purpose of definition, "unusual incident, emergency, or controversial situations" shall include but is not necessarily limited to the following: any act of violence by a prisoner or other passengers; any escape or attempted escape of a prisoner, or any other breach of security; any excessive delay in the transportation of a prisoner; any medical condition of a prisoner or other passenger requiring emergency medical treatment; any mechanical failure that would normally require formal reports to the cognizant regulatory agency; and any refusal of law enforcement agencies to release a prisoner to the contractor as authorized or directed by the County.
- 3.1.7 Nonexclusive Contract: The contractor shall understand and agree that the County reserves the right to use the contractor or other contractors or vendors for extradition services as determined on a case by case basis in the best interests of the County.

3.2 Scheduling and Timeliness Requirements:

- 3.2.1. Contact: The contractor shall be available 24 X 7 X 365 and provide a communication system that allows this access to the County.
- 3.2.2. Staffing: The contractor shall have staff available during normal business hours, i.e., 8:00 A.M. through 5:00 P.M. Mondays through Fridays.
- 3.2.3. The contractor shall pick-up and deliver prisoners in a timely manner. The contractor shall travel the most direct route when transporting prisoners for the County.
- 3.2.4. The County shall provide the contractor with a pickup deadline for all prisoners. The contractor shall be fully responsible for ensuring that all prisoners are picked up before the designated pickup deadline. In the event a prisoner is unavailable for pickup due to the contractor's failure to meet the pickup deadline, the County shall be relieved of any and all costs associated with such pickup.
 - a. The contractor shall deliver prisoners held in another jurisdiction to the County's facilities within fifteen (15) calendar days from the date of pickup unless the County designates a shorter period of time, delays outside of human control notwithstanding.
 - b. If the contractor is unable to meet a pickup deadline, the County reserves the right to use an alternative contractor or service provider.
- 3.2.5. In the event of delays in delivering prisoners to the specified destination, whether or not beyond the contractor's control, including inclement weather or mechanical malfunctions, the contractor shall provide for all prisoner costs related to such

delays, including but not limited to food and lodging, but excepting medical costs which shall not be the contractor's responsibility.

3.3. Refusal and/or Inability to Transport:

- 3.3.1 The contractor shall have the right to refuse to transport any individual whose condition or behavior, in the opinion of the driver, would be detrimental or dangerous to the safety of the vehicle or its passengers. In the event the driver refuses to transport any such individual, the County shall be notified immediately, prior to leaving the pick-up location, and there shall be no charge to the County.
- 3.3.2 If, upon arrival at the holding agency, the contractor learns that the prisoner has a contagious disease that was unknown to the contractor and the County, the contractor shall immediately contact the County for further instructions. If the prisoner is transported, transport shall be made in such a manner as to ensure the wellbeing of all other occupants. If the prisoner cannot be transported, the County shall not be subject to a penalty charge, but the contractor may recover fair compensation for incurred expenses (mileage, food, lodging) from the County for the contractor's time and expense on a case-by-case basis in accordance with current GSA per diem rates for the destination city, state published at <https://www.gsa.gov/travel/plan-book/per-diem-rates>. The contractor shall agree not to place holds on the County's prisoners held in other jurisdictions. Should the contractor or its agent place a hold on a prisoner, in violation of this provision, the contractor shall reimburse the County for the full cost of transport in each such occurrence.

3.4 Special Needs Transport Requirements:

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

3.5 Contractor Qualifications:

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

- d. The contractor shall provide a twenty-four (24) hour, seven (7) days per week, communication system for the County's use with access to contractor decision makers.

3.6 Contractor Personnel Requirements for Transport Agents Requirements:

- 3.6.1. The contractor shall complete an evaluation of potential employees who will be transport agents assigned to County extraditions and only assign qualified candidates with unquestionable backgrounds. Choice of a qualified candidate shall include but not be limited to evaluation of the candidate's driving history, criminal history/background check, and drug testing.
- 3.6.2. The contractor shall adopt employment criteria that current employees will be terminated, and new personnel will not be hired, if a criminal record is located for any of the following offenses:
 - a. All felony offenses unless pardoned of the offense, if the pardon is expressly granted for subsequent proof of innocence;
 - b. Misdemeanor offenses that fall into the following categories:
 - i. Convicted of driving while intoxicated, either alcohol or drugs, within the past two (2) years;
 - ii. Thefts or crimes against persons that resulted in jail time or probated jail time within the past two (2) years.
 - c. Drug Offenses:
 - i. Manufacture or sale of any illegal drug or controlled substance;
 - ii. Drug use: marijuana-no usage within the past two (2) years, felony drug no usage.
 - d. Felony or misdemeanor convictions for the following offenses:
 - i. Public lewdness;
 - ii. Indecent exposure;
 - iii. Perjury;
 - iv. Tampering with a governmental record;
 - v. Impersonating a public servant;
 - vi. Permitting or facilitating an escape;
 - vii. Violations of the rights of a prisoner.
- 3.6.3. Transporting agents shall receive complete training in all phases of short and long-distance prisoner transport, applicable laws, prisoner care, custody and control, self-defense, CPR, first aid, cross-gender supervision, and weapons training.
 - a. The contractor shall require a minimum one hundred (100) hours of classroom instruction to ensure the above requirements are met.
- 3.6.4. Transporting agents shall be paid wages not less than that required by any applicable state and federal requirements.

- 3.6.5. Transporting agents shall be properly licensed in accordance with all applicable state and federal requirements.
- 3.6.6. Transporting agents shall have appropriate identification with descriptive information and picture on their person which clearly identifies him/her as transporting agents for the contractor's transportation company.
- 3.6.7. The contractor shall provide a list of names, ID card numbers, and signatures of transporting agents authorized to receive custody of prisoners on the County's behalf. The contractor shall be responsible for providing prompt updates of said information to the County. The contractor shall furnish any and all documentation regarding the certification or registration of its transport agents to the County upon request.
- 3.6.8. Employee Credentials and Training: All employees of the contractor involved in the pick-up and transportation of prisoners shall have a police and/or corrections background, or have successfully completed a training program which focused on the proper use of restraining devices, self-defense, etc., necessary to perform the duties specified herein.
- 3.6.9. Identification of Employees: All employees of the contractor involved in the pick-up and transport of prisoners shall be required to dress in a professional manner. The employees shall be required to wear a uniform bearing the company logo. Street/casual clothes (i.e. jeans, t-shirts with popular printed material, sandals, 'flip-flops', etc.) shall not be acceptable. If the contractor's employees do not wear proper attire, the holding authority may not release the prisoner(s), and the contractor shall not be compensated for the trip.
 - a. All employees of the contractor involved in the pick-up and transportation of prisoners shall carry an ID that indicates information including, but not limited to, the company name, employee name, photo, etc. This ID must be presented and/or displayed properly when requested by the holding agency prior to the release of any prisoner.

3.7 Transportation Planning with the County Requirement:

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

3.8. Transportation Preparation and Documentation Requirements:

- 3.8.1. The contractor shall have universal, i.e., used for all transports, chain-of-custody forms that provide appropriate documentation regarding prisoner transport, including written authority to transport prisoner (i.e. Prisoner Receipt, Property Receipt, Prisoner Medical/Medication Information, Prisoner Activities such as

meals, rest stops, stretch breaks, and rest overnight-RON) that shall be available to the County upon request at no additional cost.

- 3.8.2. Transporting agents shall know the prisoners they are transporting including but not limited to, the prisoner's custody level, propensity for violence, physical or mental handicap (if any), advanced age, language barrier, or if considered a special or high notoriety case.
- 3.8.3. Transporting agents shall carry fingerprints and a photo of each prisoner being transported.
- 3.8.4. The contractor shall establish check points or call-in times. Transport agents shall use a secure phone line for reporting and receiving orders.
- 3.8.5. The contractor must give the releasing law enforcement agency a minimum of one (1) work-day notice prior to the contractor taking custody of a prisoner, unless a lesser time frame has been mutually agreed upon.
 - a. The contractor shall determine if a status change of the prisoner has occurred. In the event a status change has occurred, thereby causing the transport to be cancelled, the contractor must contact the County immediately. The contractor shall agree that there will be no charge to the County in this event.
- 3.8.6. Appropriate documentation including written authority to transport the prisoner shall be in the possession of the transporting agents in order to support transport of the prisoner as well as in-route housing.
- 3.8.7. Meal stops shall be selected at random to avoid the possibility of a pre-planned escape attempt or rescue.
- 3.8.8. Each vehicle shall carry a copy of a formal confidential contingency plan covering medical problems, escapes, accidents, or other incidents.
- 3.8.9. The contractor shall immediately notify the designated County contact person of medical problems, escape, accident, or other incidents as outlined in the contingency plan. If immediate notification is not possible, the information shall be provided at the earliest possible time.
- 3.8.10. For prisoners traveling interstate, the County shall be notified the day transporting agents take custody of a prisoner and the County shall be notified when the prisoner arrives at the destination. The County shall also be notified promptly of any delays.

3.9 Prisoner Transportation Requirements:

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

3.10 Vehicles Requirements:

- 3.10.1. Vehicles shall conform to all appropriate regulations and shall be serviced regularly and maintained in optimum operating condition.
- 3.10.2. Vehicles shall be properly licensed in accordance with all applicable state and federal regulations.
- 3.10.3. Vehicles shall be configured to separate transporting agents and prisoners, and to separate male prisoners from female prisoners.
- 3.10.4. Prisoners shall not be able to open doors and windows from inside the prisoner compartment.
- 3.10.5. Transporting vehicles shall be equipped with a cellular telephone capable of operation anywhere the contractor operates.
- 3.10.6. Vehicle separation systems shall have at minimum two (2) separate compartments.
- 3.10.7. Vehicles shall have an operating air-conditioner and heater suitable for the entire vehicle.
- 3.10.8. Vehicles shall be serviced on a prescribed schedule in accordance with accepted business standards.
- 3.10.9. Vehicles shall carry safety equipment such as first aid kits, fire extinguisher, safety triangles, etc.
- 3.10.10. Vehicles shall be equipped at minimum with vehicle equipment and supplies that enable continued travel such as spare tires, jacks, lug wrenches, etc.
- 3.10.11. Vehicles shall be equipped with sufficient storage to secure personal property of prisoners being transported.
- 3.10.12. Vehicles shall be clean inside and out at all times.
- 3.10.13. A vehicle shall not be in operation if it has sustained body damage that would impair the safe operation of the vehicle.

3.11 Restraint Equipment Requirements:

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

3.12 Transport Agent and Transport Protocol Requirements:

- 3.12.1. The contractor shall understand and agree that transporting agents shall be legally responsible for prisoners under their care and control.
- 3.12.2. Ground Travel: A minimum of two (2) transporting agents shall be used when transporting prisoners by ground.
- 3.12.3. Air Travel: A minimum of one (1) transporting agent shall be used when transporting by air unless otherwise stipulated by the airline or the County. The transportation agent shall be of the same gender as the prisoner.
- 3.12.4. Initial Custody: A full body strip search shall be conducted when taking initial custody and all personal items shall be removed from the prisoner.
- 3.12.5. Prisoners shall be positively physically identified prior to transportation agents assuming custody and removing them from the holding agency.
- 3.12.6. A strip search of prisoners shall be completed prior to being transported. A pat search is appropriate at any time. A transporting agent of the same gender as the prisoner shall conduct searches.
- 3.12.7. Vehicles shall be thoroughly searched prior to placing prisoners therein. If at any time the vehicle is out of sight of the transporting agents, the vehicle shall be searched prior to resuming the trip.
- 3.12.8. Prisoners shall be properly placed and segregated within the transporting vehicle.
- 3.12.9. While being transported, prisoners shall remain under observation at all times. It is advantageous to keep prisoners who are being transported separated from all other prisoners when being housed overnight. Efforts shall be made to prevent the use of phones or any communication with anyone outside the place of temporary custody.
- 3.12.10. Prisoners shall be allowed to bathe at in-route housing locations.
- 3.12.11. Property transported shall be inventoried and signed-for by both the prisoner and the transporting agent.
- 3.12.12. Personal property shall be securely stored and inaccessible to prisoners.
- 3.12.13. Prisoners shall not be permitted to communicate with persons other than transporting agents. Prisoners in-route are prohibited from using phones at in-route housing locations.
- 3.12.14. Food shall be brought to the transportation vehicle when stopping for meals.
- 3.12.15. Special requests by prisoners shall not to be honored unless related to the prisoner's health or safety. In responding to a health and safety request, transporting agents shall use the utmost caution to maintain and protect the confidentiality of their response plan.
- 3.12.16. When in-route housing is required, prisoners shall be lodged in secure and adequate jail facilities, and local jail staff shall be advised by the transport agent of each prisoner's escape potential, security threat such as gang affiliation, disruptive behavior, or if the prisoner is considered a "high-profile" offender. Whenever possible, prisoners in-route shall be separated from the local jail facility's general population.

- 3.12.17. Records shall be maintained noting pick-up date/time and location, delivery date/time and location along with transporting agents' signatures of extradition oath for each prisoner transported.
- 3.12.18. Transporting agents shall keep an activity log that is updated continually throughout the trip by current entries.
- 3.12.19. The contractor's transporting agent shall verify the identity of the person(s) to whom custody is transferred.

3.13 Vehicle Safety Requirements:

- 3.13.1 The transport agent shall immediately report all vehicle accidents to the contractor's home office as well as to the County-designated representative. The contractor shall furnish the County with a copy of any official accident investigation report(s) generated by the local police agency, and a copy of any internal investigation reports related to any accident involving a Boone County extradition the contractor performs.
- 3.13.2. Vehicle repairs in-transit shall be completed before the trip continues.
- 3.13.3. Prisoner injuries shall be reported to the contractor's office and to the County.
- 3.13.4. Trip audits shall be completed on the transporting agent's activity log(s) to assure compliance with operating standards.
- 3.13.5. The contractor's transport agents shall observe posted speed limits; rates of speed above posted limits shall not be permitted. All traffic laws must be observed by the contractor's transport agents. All traffic citations shall be reported to the contractor's office, and the County notified.

3.14 Escapes Requirements:

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

3.15 Invoicing and Payments:

- 3.15.1 The contractor shall invoice and be paid in accordance with firm, fixed per mile prices, fees, and discounts shown on the Vendor Response and Pricing Pages of the contract. The contractor shall submit an itemized invoice to the Boone County Sheriff's Department upon completion of an extradition trip.
- 3.15.2 The contractor shall charge the minimum trip price only in the event that actual total mileage does not aggregate to an amount equal to the stated minimum trip price.
- 3.15.3 The Limited Service Area Pick-Up Fee must only be charged when the extradition trip involves travel to/from the following states: Washington, Oregon, Idaho, Montana, Wyoming, North Dakota, South Dakota, and Maine. This fee may be charged in addition to actual mileage.
- 3.15.4. In the event the prisoner is unavailable, due to the fault of the County, the County shall be responsible for the costs incurred which are directly attributed to the trip to the facility, but no more than 50% of the original trip cost. In the event the

contractor fails to contact the holding facility twelve (12) hours prior to arrival, the County shall be relieved of any and all costs associated with such pickup if upon arrival the prisoner is unavailable. In any case, the County shall not be subject to a penalty charge.

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

3.16 Other General Contract Requirements:

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

- a. Employers Liability and Workers Compensation Insurance: The contractor shall take out and maintain during the life of the contract, **Employers Liability and Workers Compensation Insurance** for all of its employees employed at the site of work, and in case any work is sublet, the contractor shall require the subcontractor similarly to provide Workers Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the contractor. Workers Compensation coverage shall meet Missouri statutory limits. Employers Liability limits shall be \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit. In case any class of employees engaged in hazardous work under the contract at the site of the work is not protected under the Workers Compensation Statute, the contractor shall provide and shall cause each subcontractor to provide Employers Liability Insurance for the protection of their employees not otherwise protected.
- b. Commercial General Liability Insurance: The contractor shall take out and maintain during the life of the contract, such commercial general liability insurance as shall protect it and any subcontractor performing work covered by the contract, from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under the contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$3,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Commercial General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.

- c. The contractor may satisfy the minimum liability limits required for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. **The contractor shall agree to endorse the County as an Additional Insured on the umbrella or Excess Liability, unless the Certificate of Insurance state the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.**
- d. Business Automobile Liability: The contractor shall maintain during the life of the contract, automobile liability insurance in the amount of not less than **\$1,500,000.00** combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; non-owned and both on and off the site of work.
- e. Subcontractors: The contractor shall cause each subcontractor to purchase and maintain insurance of the types and amounts specified herein. Limits of such coverage may be reduced only upon written agreement of County. The contractor shall provide to the County copies of certificates of insurance evidencing coverage for each subcontractor. The subcontractors' commercial general liability and business automobile liability insurance shall name the County as an Additional Insured and have the Waiver of Subrogation endorsements added.
- f. Proof of Carriage of Insurance: The contractor shall furnish the County with Certificate(s) of Insurance which name the County as an additional insured in an amount as required in the contract. The Certificate of Insurance shall provide that there will be no cancellation, non-renewal or reduction of coverage without thirty (30) calendar days prior written notice to the County. In addition, such insurance shall be on an occurrence basis and shall remain in effect until such time as the County has made final acceptance of the services provided.
- g. Indemnity Agreement: To the fullest extent permitted by law, the contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of the contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with the contractor or a subcontract for part of the services), of anyone directly or indirectly employed by the contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require the contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.

- h. Nothing in these requirements shall be construed as a waiver of any governmental immunity of the County, its officials nor any of its employees in the course of their official duties.
- i. Failure to maintain the required insurance in force may be cause for contract termination. In the event the Agency/Service fails to maintain and keep in force the required insurance or to obtain coverage from its subcontractors, the County shall have the right to cancel and terminate the contract without notice.

Certificate Holder address:

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

- 3.16.2 Contract Terms and Conditions: The contractor must be prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this agreement or its rights, title or interest therein, or its power to execute such agreement to any other person, company or corporation without the prior consent and approval in writing by the County.
- 3.16.3 Contract Period: The initial contract period shall run **January 1, 2020 through December 31, 2020**. The contract shall have four (4), one (1)-year renewal periods, or any portion thereof, following the completion of the initial/original contract term. After the completion of the final renewal term, the contract will continue on a month-to-month basis until either party terminates the contract by providing the other party with thirty (30) calendar days prior written notice.
- 3.16.4 Cancellation Agreement: The County reserves the right to cancel the contract without cause by giving not less than thirty (30) calendar days prior notice to the contractor in writing of the intention to cancel, or with cause, if at any time the contractor fails to fulfill or abide by any of the terms or conditions specified. Failure of the contractor to comply with any of the provisions of the contract may be considered a material breach of contract and must be cause for immediate termination of the contract at the discretion of Boone County. Boone County may allow the contractor reasonable opportunity to cure material breach, but is not required to do so.
- 3.16.5 Fiscal Non-Funding Clause: In the event sufficient budgeted funds are not available for a new fiscal period, the County must notify the provider of such occurrence and the contract must terminate on the last day of the current fiscal period without penalty or expense to the County.
- 3.16.6 Estimated Usage: All orders will be placed by the County on an “as needed” basis. The services specified herein are estimates based on past usage and anticipated future requirements and as such, do not constitute a guarantee on the part of the County.

- 3.16.7 Pricing: The contract will be awarded on a firm, fixed price basis for the entirety of the initial/original contract period. Prices are subject to adjustment only upon renewal of the contract period, subject to quotations on the Vendor Response Page for the specific renewal period; adjusted pricing must be effective on the renewal date and must remain firm through the entirety of the specific renewal period.
- a. Price Increase: It shall be the responsibility of the contractor to notify the County sixty (60) calendar days prior to the end of the current contract period of any pending price increase which will take effect at the beginning of the ensuing renewal period.
 - b. If the option for renewal is exercised by the County, the contractor must agree that the prices for the renewal period must not exceed the maximum percent of increase for the applicable renewal period stated on the Vendor Response Pages of the contract.
 - c. If renewal percentages are not provided, then prices for the renewal period(s) shall be the same as during the initial/original contract period. All pricing adjustments shall be calculated using the initial/original pricing.
- 3.16.8 Confidentiality: The contractor must be responsible for maintaining the confidentiality of the County records and data, which cannot be sold, shared or otherwise disclosed to other companies or individuals without written permission from the County Employee Benefits Plan officials.



4. PROPOSAL SUBMISSION INFORMATION

4.1. SUBMISSION OF PROPOSALS:

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

a. The offeror must submit the proposal to:

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

b. The proposals must be delivered no later than **2:00 P.M. on August 26, 2019**. Proposals will not be accepted after this date and time.

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

4.2 ORGANIZATION OF PROPOSAL:

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

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

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

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

4.2.2 The offeror is cautioned that it is the offeror's sole responsibility to submit information related to the evaluation categories, and that the County is under no obligation to solicit such information if it is not included with the proposal. The

offeror's failure to submit such information may cause an adverse impact on the evaluation of the proposal. Any offeror whose responses deviate from the outlined specifications may automatically be disqualified.

4.3 OFFEROR'S CONTACTS WITH PURCHASING:

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

4.4 VALIDITY OF PROPOSAL RESPONSE:

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

4.5 EVALUATION OF PROPOSALS

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

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

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

4.5.4 Competitive Negotiation of Proposals: The offeror is advised that under the provisions of this Request for Proposal, the County reserves the right to conduct

negotiations of the proposals received or to award a contract without negotiations. If such negotiations are conducted, the following conditions must apply:

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

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

- a. Qualifications Statement/References/Certifications/Licenses: The offeror should provide the following information related to previous and current services/contracts performed by the Offeror's organization and any proposed subcontractors which are similar to the requirements of this RFP.
- b. State the names and capacity of the professional staff assigned to work on the County account and a brief resume of their background, experience and include any certifications. Indicate professional staff training history. Indicate professional staff experience. The proposal should also include how the professional personnel will operate organizationally and the name and the title of the person who will direct the work.
- c. Name other businesses or preferably any government agencies/municipalities for which the vendor has provided similar services in the last three (3) years and provide a current contact name, email address and phone number for each account.
- d. The offeror should submit a copy of all licenses, certifications, accreditation, and/or permits, which may be required by state, federal, and/or local law, statute, or regulation in the course of conduct of the offeror's business. If not submitted with the proposal, the County reserves the right to request and obtain a copy of

any license or certification required to perform the defined services prior to contract award.

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

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

4.5.7 Rejection / Withdrawal of Proposals Response:

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



5. VENDOR RESPONSE AND PRICING PAGES

In compliance with this Request for Proposal and subject to all the conditions thereof, the offeror agrees to furnish the services/equipment/supplies requested and proposed and certifies he/she has read, understands, and agrees to all terms, conditions, and requirements of this proposal and is authorized to contract on behalf of the firm named below. (Note: This form must be signed. All signatures must be original and not photocopies. In addition, the County uses *DocuSign* when making a contract award. When providing a Contact Name and E-Mail Address below, the Contact and E-Mail address provided must be a person who has the legal authority to contractually bind the offeror's/bidder's company in a contract with the County.

Company Name: _____

Address: _____

Telephone: _____ Fax: _____

Federal Tax ID (or Social Security #): _____

Print Name: _____ Title: _____

Signature: _____ Date: _____

Contact Name and E-Mail Address to receive documents for electronic signature:

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

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

_____ Yes _____ No

(Continued on next page)

5.1. PRICING:

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

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

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

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

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

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

period.

In conducting the cost evaluation, Boone County will evaluate pricing that determines the potential maximum financial liability to the County.

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

5.2.1 Renewal Option Percentage Price Adjustment
1st Renewal Period: January 1, 2021 – December 31, 2021

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

5.2.2 Renewal Option Percentage Price Adjustment
2nd Renewal Period: January 1, 2022 – December 31, 2022

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

5.2.3 Renewal Option Percentage Price Adjustment
3rd Renewal Period: January 1, 2023 – December 31, 2023

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

5.2.4 Renewal Option Percentage Price Adjustment
4th Renewal Period: January 1, 2024 – December 31, 2024

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

5.3 Vendor's Experience, Expertise and Reliability:

The evaluation of the vendor's proposed experience, expertise, and reliability must be subjective based on the ability of the vendor to perform the requirements stated herein.

Therefore, the vendor should present detailed information regarding their experience and reliability. The following information should be provided by the vendor in order to assist Boone County in evaluation of the vendor's experience and reliability. The County reserves the right to use this information, including information gained from any other source, in the evaluation process.

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

5.4 Company History:

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

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

Yes OR No

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

5.5 Professional Standards

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

5.6 Vendor's References:

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

- **Reference 1**

Company/Entity Name: _____

Contact Name: _____

Contact's Title: _____
City: _____ State: _____
Telephone Number and Area Code: _____
E-mail Address: _____
Description of Equipment/Services Furnished: _____
Availability of Reference: _____

=====
• Reference 2

Company/Entity Name: _____
Contact Name: _____
Contact's Title: _____
City: _____ State: _____
Telephone Number and Area Code: _____
E-mail Address: _____
Description of Equipment/Services Furnished: _____
Availability of Reference: _____

=====
• Reference 3

Company/Entity Name: _____
Contact Name: _____
Contact's Title: _____
City: _____ State: _____
Telephone Number and Area Code: _____
E-mail Address: _____
Description of Equipment Furnished: _____
Availability of Reference: _____

=====
• Reference 4

Company/Entity Name: _____
Contact Name: _____
Contact's Title: _____
City: _____ State: _____
Telephone Number and Area Code: _____
E-mail Address: _____
Description of Equipment Furnished: _____
Availability of Reference: _____

=====

• **Reference 5**

Company/Entity Name: _____
Contact Name: _____
Contact's Title: _____
City: _____ State: _____
Telephone Number and Area Code: _____
E-mail Address: _____
Description of Equipment Furnished: _____
Availability of Reference: _____

5.7

Personnel Expertise Summary:

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

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

Organizational Chart - In addition, the vendor should provide an organizational chart showing the staffing and lines of authority for the key personnel to be used. The organizational chart should include (1) The relationship of service personnel to management and support personnel, (2) The names of the personnel and the working

titles of each, and (3) Any proposed subcontractors including management, supervisory, and other key personnel. The organizational chart should outline the team proposed for this project and the relationship of those team members to each other and to the management structure of the vendor's organization.

(Also attach resumes for key personnel)

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

5.8 Transport Agent Training and Licensing Documentation:

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

- A. Provide documentation to show that each transportation agent has received complete training in all phases of prisoner transport, and is properly licensed in accordance with all state and federal requirements for handling prisoners.
- B. Transport Agent training materials (include with the proposal).
- C. Address what kinds of licensure the vendor requires of its professional drivers (e.g., CDL's):

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

5.9 Performance Methodology:

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

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

B. Description of Vendor's Ground Transportation Fleet:

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

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

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

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

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

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

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

(The vendor should complete and return with the proposal)

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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

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

Vendor Signature

Date

(The vendor should complete and return with the proposal)

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR
CERTIFICATION)

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

Name and Title of Authorized Representative

Signature

Date

Liz Palazzolo
Senior Buyer



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

INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549

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

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

http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm

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

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

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

CERTIFICATION OF INDIVIDUAL BIDDER

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

Options

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

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

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

Applicant

Date

Printed Name

AFFIDAVIT
(Only Required for Certification of Individual Bidder (Option #2))
- see previous page -

State of Missouri)
)ss
County of _____)

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

Date

Signature

Social Security Number
or Other Federal I.D. Number

Printed Name

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

Notary Public

My Commission Expires:



"No Bid" Response Form

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

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

"NO BID RESPONSE FORM"

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

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

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

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for Not Submitting Proposal Response :

STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

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

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

Revised 1/17/2018

End of Document