



Jackson County, Missouri

Request for Legislative Action

REQUESTED MEETING DATE: _____ **SPONSOR:** Megan L. Marshall

To be completed by the County Counselor's Office:

NUMBER: 21639 **ASSIGNED MEETING DATE:** 06/03/2024

STAFF CONTACT: John Konon **PHONE:** 816-881-3292

EMAIL: jkonon@jacksongov.org

DEPARTMENT: Finance

TITLE: Awarding a Twelve-Month (12) Term and Supply Contract with One (1) Twelve-Month (12) Option to Extend for the furnishing of Prisoner Transportation Services for use by the Sheriff's Office to Security Transport Services, Inc., of Topeka, Kansas, under the terms and conditions of Johnson County, Kansas, Contract No. 2020-079, an existing government contract. +

SUMMARY:

The Sheriff's Office has a continuing need for Prisoner Transportation Services to facilitate the transportation of fugitives apprehended outside the State of Missouri on original Jackson County warrants and the transportation of persons committed to the custody of the Jackson County Sheriff's Department of Corrections. Pursuant to Section 1030.4 of the Jackson County Code, the Sheriff's Office and the Director of Finance and Purchasing recommends the award of a Twelve-Month (12) Term and Supply Contract with One (1) Twelve-Month (12) Option to Extend for the furnishing of Prisoner Transportation Services for use by the Sheriff's Office to Security Transport Services, Inc., of Topeka, Kansas, under the terms and conditions of Johnson County, Kansas, Contract No. 2020-079, an existing government contract, for the reason that this will allow the County to take advantage of discounts offered to large groups and/or entities.

The Jackson County Compliance Portal was checked, status was green/issued and showed an expiration date of 2024-12-31.

This award is made on an as needed basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases is subject to annual appropriation. The annual estimated use by the Sheriff's Office is \$200,000.00.

FINANCIAL IMPACT: NO

YES

Amount

Fund

Department

Line-Item Detail

ACTION NEEDED: AWARD A CONTRACT

ATTACHMENT(S):

**THIRD AMENDMENT
TO
AGREEMENT FOR PRISONER TRANSPORTATION SERVICES
JOHNSON COUNTY, KANSAS AND SECURITY TRANSPORT SERVICES, INC.**

THIS THIRD AMENDMENT is made in Olathe, Johnson County, Kansas, and entered into as of the 25th day of April, 2024 (the “Effective Date”), by and between Johnson County, Kansas (“County”) and Security Transport Services, Inc., with offices located at 1643 SW 41st Street, Topeka, Kansas 66609 (“Vendor”).

WHEREAS, the County entered into an agreement for Request for Proposal No. 2020-079 with the Vendor (“Agreement”) on June 15, 2021 for certain term and supply on-call transportation services of persons committed to the custody of the Johnson County Sheriff (“Sheriff”) and the Johnson County Department of Corrections (“Corrections”); and

WHEREAS, the Agreement provides that it may be renewed for an additional 12 months; and


WHEREAS, the Agreement provides that it may be amended by supplemental writing agreed to and executed by duly authorized representatives of the parties hereto; and

WHEREAS, the need for services under the Agreement has increased; and

WHEREAS, the County and Vendor desire to set an annual not-to-exceed amount which will cover the anticipated need for increased services.

NOW, THEREFORE, in consideration of the above and foregoing recitals, the mutual covenants and promises hereinafter given, and for other good and valuable consideration, the Parties hereby agree as follows:

AMENDMENTS

1. **Renewal.** Pursuant to Paragraph 1 of the Agreement, the parties hereby renew the Agreement for an additional 12 month period, through April 30, 2025. There is one remaining renewal. 

2. **Contract Total.** During each 12 month period, as the agreement may be renewed, the total cost of services performed under the Agreement shall not exceed \$700,000.


3. **Agreement Status.** All of the terms and conditions of the Agreement, First Amendment, and Second Amendment shall remain in full force an effect and shall remain binding on the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute the above and foregoing Amendment on the date of last signature below.

SECURITY TRANSPORT SERVICES,
INC.

JOHNSON COUNTY, KANSAS

By: 
John V. Comissiong, Jr. (Apr 30, 2024 12:33 CDT)
John Comissiong
President & Owner

By: 
Robin Lynes (Apr 30, 2024 13:19 CDT)
Robin Lynes
Purchasing Manager

Date: 04/30/2024

Date: 04/30/2024

Approved as to form:


Assistant County Counselor

Security Transport Services, Inc. Pricing

| Line Item Bid Form | | | | | |
|---|--|------|--------------|----------------------------|------------------------|
| ITEM NO. | SPECIFICATION | QTY. | UNIT MEAS. | UNIT PRICE | EXTENDED PRICE |
| Intrastate (In-state) Rate | | | | | |
| 1 | Price per mile (point-to-point) for adult male(s) | 1 | Per mile | \$1.29/Mile ¹ | \$ 372.06 ¹ |
| 2 | Price per mile (point-to-point) for adult female(s) | 1 | Per mile | \$1.29/Mile ¹ | \$ 372.06 ¹ |
| 3 | Price per mile (point-to-point) for male juvenile offender(s) | 1 | Per mile | \$1.39/Mile ^{3,4} | \$ 372.06 ³ |
| 4 | Price per mile (point-to-point) for female juvenile offender(s) | 1 | Per mile | \$1.39/Mile ^{3,4} | \$ 372.06 ³ |
| 5 | Minimum Per Trip Fee | 1 | Per trip | \$ | \$ 253.08 |
| 6 | Cancelation charges | 1 | Per trip | \$ | \$ 372.06 ² |
| Interstate (out-of-state) Rate | | | | | |
| 7 | Price per mile (point-to-point) for adult male(s) | 1 | Per mile | \$1.29/Mile ¹ | \$ 372.06 ¹ |
| 8 | Price per mile (point-to-point) for adult female(s) | 1 | Per mile | \$1.29/Mile ¹ | \$ 372.06 ¹ |
| 9 | Price per mile (point-to-point) for male juvenile offender(s) | 1 | Per mile | \$1.29/Mile ^{3,4} | \$ 372.06 ³ |
| 10 | Price per mile (point-to-point) for female juvenile offender(s) | 1 | Per mile | \$1.39/Mile ^{3,4} | \$ 372.06 ³ |
| 11 | Minimum Per Trip Fee | 1 | Per trip | \$ | \$ 253.08 |
| 12 | Cancelation charges | 1 | Per trip | \$ | \$ 372.06 ² |
| Additional Services: | | | | | |
| 13 | Special Request Rate (release Dates, Court Dates, Specific Day Pick-up/Drop-off) | 1 | Each | \$1.39/Mile ³ | \$ 372.06 ³ |
| 14 | Medical Condition Transports* | 1 | Per mile | Per Bid | \$ |
| 15 | Air/Flight minimum transport fee | 1 | Minimum Fee | \$ N/A | \$ |
| | | | Total | \$ | \$ |
| <p>* Medical Condition Transports Include, but are not limited to the following:</p> <ul style="list-style-type: none"> • Cardiovascular problems requiring medication or prescribed procedures • Diabetics whereby prescribed medication must be injected and or refrigerated • Epilepsy whereby seizure activity is not adequately controlled • Pregnancy • Fractured bones requiring casts or braces designed to immobilize injured areas • Critical wounds • Communicable diseases or any other medical condition that may place the passenger, transport personnel and others at risk • HIV positive or AIDS | | | | | |
| ****PLEASE LIST BELOW OR ON A SEPARATE SHEET ANY ADDITIONAL FEES NOT LISTED | | | | | |

Security Transport Services, Inc. Pricing

| Line Item Bid Form Cont. - ADDITIONAL FEES/ITEMS NOT LISTED | | | | | |
|---|--|------|--------------|--|----------------|
| ITEM NO | SPECIFICATION | QTY. | UNIT MEAS | UNIT PRICE | EXTENDED PRICE |
| | Additional Services Cont: - | | | | |
| 16 | Limited/Remote Areas. Additional cost associated with picking up from the following States: OR, WA, MT, ID, WY, MN, WI, ND, SD, RI, NH, VT, ME, MI, NY, CT, MA | 1 | Per mile | Incremental price of \$0.02/mile added to 7,8,9,10 | |
| | Prisoner Medical Cost | | | | |
| 14a | Cost of Medication or Medical treatment not resulting from negligence or fault of Contractor ⁵ | 1 | Per Incident | | Actual Cost |
| 14b | Wait Time if Prisoner requires Medical treatment hospitalization en route ⁶ | 1 | Per Hour | \$60.00/hour | |
| | Discounts | | | | |
| 17 | Discount applied for each additional prisoner if picked up and dropped off at the same location at the same time: | | | | 10% discount |

1 The price includes a lump sum pickup fee plus mileage. For these services County shall be charged for the mileage traveled from prisoner pickup to prisoner drop off and back to the pickup address.

2 A cancellation fee will be charged only when the cancellation occurs after the transportation agents have begun their travel to the pickup location; no cancellation fee will apply otherwise. Cancellation fees shall not be assessed when the cancellation is due to the fault or request of the Contractor or Contractor's employees.

3 For these services County shall be charged the stated lump sum pickup fee plus mileage. For these services County shall be charged for the mileage traveled from Contractor's office in Topeka, KS, to prisoner pickup, to prisoner drop off, and back to Contractor's office in Topeka, KS.

4. STS has implemented a new order management system therefore quote/billing to transport a juvenile will reflect an incremental charge of \$0.10/mile in addition to the rate charged for male/female transports (\$1.20/mile)

5 Contractor is responsible for medication and medical treatment costs resulting from the negligence or fault of Contractor.

6 This fee only applies when the reasons for the treatment are not caused or attributed to Contractor.

MISCELLANEOUS:

- Transportation mileage for payment calculations shall be determined using Google Maps
- The above stated rates are inclusive of any and all costs and incidental expenses associated with the transportation services, except medical costs when related to the care and transportation of prisoners in their custody.
- Contractor shall not charge County for any expenses incurred for driver-refused transports.
- If a prisoner has symptoms of or has tested positive for COVID-19, Contractor will not transport said prisoner until the prisoner is free of symptoms and a receives negative COVID-19 test
- Contractor shall submit invoices to County daily for services performed pursuant to this Agreement. A detailed accounting of all charges shall be included with each invoice.

AFFIDAVIT

STATE OF Missouri)
) SS.
COUNTY OF Jackson)

John Comissiong of the city of Topeka
County of Shawnee State of Kansas being duly sworn on her or his oath, deposes and says;

1. That I am the President & Owner (Title of Affiant) of Security Transport Services Inc (Name of Bidder) and have been authorized by said Bidder to make this Affidavit upon my best information and belief, after reasonable inquiry as to the representations herein.
2. No Officer, Agent or Employee of Jackson County, Missouri is financially interested directly or indirectly what Bidder is offering to sell to the County pursuant to this Invitation (though no representation is made regarding potential ownership of publicly traded stock of bidder).
3. If Bidder were awarded any contract, job, work or service for Jackson County, Missouri, no Officer, Agent or Employee of the County would be interested in or receive any benefit from the profit or emolument of such.
4. Either Bidder is duly listed and assessed on the tax rolls of Jackson County, Missouri and is not delinquent in the payment of any taxes due to the County or Bidder did not have on December 31, 2023, any property subject to taxation by the County and if bidder is duly listed and assessed on the tax rolls of Jackson County, Missouri, bidder agrees to permit an audit of its records, if requested by the Jackson County Director of Assessment, as they relate to the assessment of Business Personal Property.
5. Bidder has not participated in collusion or committed any act in restraint of trade, directly or indirectly, which bears upon anyone's response or lack of response to the Invitation.
6. Bidder certifies and warrants that Bidder or Bidder's firm/organization is not listed on the General Services Administration's Report of Debarred and/or Suspended Parties.
7. Bidder certifies and affirms its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.
8. Bidder certifies and affirms that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

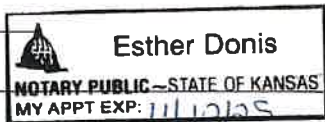
John V Comissiong, jr (Name of Bidder)
By: [Signature] (Signature of Affiant)
President & Owner (Title of Affiant)

Subscribed and sworn to before me this 21 day of March, 20 24

NOTARY PUBLIC in and for the County of Shawnee (SEAL)

State of Kansas

My Commission Expires: _____



[Signature]

Jackson County Missouri Certificate of Compliance



In accordance with Jackson County Code Chapter(s) 6 and 10,
this Certificate of Compliance is hereby issued to:

Security Transport Services, Inc.
1643 Southwest 41st Street
Topeka, KS 66609
2024 Certificate: 20240226VCS60

Issued: 2024-02-26
Expires: 2024-12-31

The above named firm/agency has met the following requirements:

Is duly listed and assessed on the tax rolls of Jackson County, Missouri and is not delinquent in the payment of any taxes due to the County, or did not have on December 31st of the previous year any property subject to taxation by the County

Attests and agrees to Chapter 6 of the Jackson County Code which prohibits discriminatory employment practices and promotes equal employment opportunity by contractors doing business with Jackson County.

Chief Compliance Review Officer
Jackson County Missouri
816-881-3302
compliance@jacksonsongov.org