

**AGREEMENT FOR PRISONER TRANSPORTATION SERVICES  
JACKSON COUNTY, MISSOURI AND  
SECURITY TRANSPORT SERVICES, INC.**

THIS AGREEMENT, made in Kansas City, Missouri, and entered into this 28th day of October, 2014 (the "Effective Date"), by and between Jackson County, Missouri (hereinafter the "County") and Security Transport Services, Inc. (hereinafter the "Vendor").

**WITNESSETH:**

WHEREAS, the County is proposing to enter into an agreement with Security Transport Services, Inc. under terms set out in a Johnson County, Kansas Contract, for the transporting of persons committed to the custody of the Jackson County Sheriff (hereinafter the "Sheriff") and

WHEREAS, the Vendor is a private prisoner transport company engaged in the business of the transporting for compensation, individuals committed to the custody of any State or political subdivision of a State; and

WHEREAS, following review and evaluation of the Johnson County contract, the County desires to engage the professional services of the Vendor to provide the County and Sheriff with such services; and

WHEREAS, the Vendor has represented that it is duly qualified and experienced to provide the County with such services, and is willing to provide the same in accordance with, and subject to, the terms and conditions of this Agreement; and

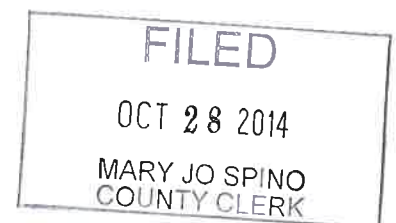
WHEREAS, the County and the Vendor hereby agree to accept the terms and conditions of this Agreement.

**I. PURPOSE**

The County hereby engages the professional services of the Vendor for the purpose of providing the County, more specifically the Sheriff, with certain on-call prisoner transportation services as such services are represented, described and required by the contract documents enumerated under Section II of this Agreement (hereinafter the "Project"), and the Vendor hereby agrees to provide such services in accordance with, and subject to, the terms and conditions of this Agreement, and all applicable federal, state and local laws, rules and regulations.

**II. CONTRACT DOCUMENTS**

1. The services to be provided by the Vendor hereunder shall be governed by the terms and conditions of this Agreement, consisting of pages 1 through 5, inclusive, and any exhibits attached hereto, and the respective standard terms and conditions, special conditions,



provisions, and representations contained within the documents enumerated herein below, which are incorporated herein by reference, and which together with the terms and conditions of this Agreement, comprise the Contract Documents:

1. The Johnson County Contract, RFP No. 2013-111(hereinafter "RFP No. 2013-111"), attached as Exhibit A;
2. The Vendor's fee schedule duly submitted to the County, attached as Exhibit B;
2. It is hereby acknowledged and agreed that RFP No. 2013-111 and the Vendor's Response and Fee Schedule (Exhibit A and B) shall be on file with the County's Finance and Purchasing Department, 415 E. 12<sup>th</sup> Street, Suite 100, Kansas City, MO 64106, or such other office or location as the County may from time to time be designated.
3. Whenever the terms "respondent", "successful respondent", "bidder", "successful bidder", "contractor", "successful contractor", "vendor", or terms of similar purport are used in the Contract documents, such terms shall be deemed to mean and refer to Security Transport Services.
4. Should any ambiguity, inconsistency or conflict arise in the interpretation of the Contract Documents, the same shall be resolved by reference first to the terms and conditions of this Agreement, and then by reference to the terms, conditions, provisions and representations contained within the documents enumerated in the order set forth in Paragraph 1 hereinabove.

### **III. NATURE AND SCOPE OF SERVICES**

1. Nature of Services. The Vendor shall, at all times, diligently, ethically and expeditiously, and to the best of the ability, experience and skills of the personnel it provides, perform all services and responsibilities necessary to provide the County and Sheriff with the highest level of quality of professional prisoner transportation services for the Project consistent with the purpose of this Agreement, the County and Sheriff's interests and objectives, and the professional and ethical best practices industry standards for prisoner transportation services, and as required by, and in compliance with, all applicable federal, state and local laws, rules and regulations for, and governing, such services industry practices, ethics and standards. It is understood and agreed by the parties hereto that the Vendor shall not transport more than five (5) prisoners for the Sheriff during any given prisoner transport accepted pursuant to the provisions of this agreement.
2. Scope of Services. The Vendor shall perform, to the satisfaction and acceptance of the Sheriff, those services consistent with the requirements contained in Section B SCOPE OF SERVICES of RFP No. 2013-111 (hereinafter "basic services") and the representations contained in the Vendor's Response, so as to deliver to the County

and Sheriff the required prisoner transportation services; provided, however, nothing herein shall preclude the Vendor from providing the County, upon request, with additional services relative to, and in connection with, the Project.

**IV. INSURANCE AND INDEMNIFICATION**

1. Insurance. The Vendor agrees to carry in force and maintain for the duration of this Agreement insurance coverage of the types and minimum limits specified under Special Condition No. 1 of RFP No. 2013-111.
2. Indemnification. The Vendor shall indemnify, defend and hold harmless the Jackson County Sheriff, in both his official and personal capacity, and Jackson County, Missouri, its officers, employees, and agents from and against any and all suits, actions, legal administrative proceedings, claims or demands and costs attendant thereto, including reasonable attorneys fees, arising out of any act, omission, fault, or negligence by the Vendor, its agents, employees, or anyone under its direction or control or acting on its behalf in connection with the provision of prisoner transportation services under this Agreement.

**V. TERMINATION**

Notwithstanding any provision to the contrary regarding termination that may appear in the Contract Documents, the County and Vendor hereby agree that either party may terminate this Agreement with thirty (30) days written notice to the other party.

**VI. NOTICES**

All notices or other communications required to fulfill the terms of this Agreement shall be in writing and addressed to the appropriate party at the address listed below:

County:

Warrants Unit Supervisor  
Jackson County Sheriffs Office  
3310 NE Rennau Dr.  
Lee's Summit, MO 64064

Vendor:

Security Transport Services, Inc.  
1643 SW 41<sup>st</sup> Street  
Topeka, Kansas 66609  
785-267-3030 (Phone)  
785-267-7402 (Fax)

**VII. AMENDMENTS**

The terms and conditions of this Agreement may be modified by mutual agreement of the parties evidenced by supplemental writing signed by duly authorized representatives of the County and the Vendor.

**VIII. TERM - CONTRACT AMOUNT**

1. The initial term of this Agreement shall be for the period commencing with the Effective Date hereof and ending twelve (12) months thereafter.
2. The County shall have the option to renew this Agreement for four additional twelve (12) month periods with the concurrence of the Vendor.

**IX. GOVERNING LAW AND VENUE**

1. This Agreement shall be deemed to be made, construed and enforced in accordance with the laws of the States of Kansas and Missouri.
2. In the event that the parties hereto are unable to resolve any controversy or claim arising out of, or relating to, this Agreement or the making, performance or interpretation of it without resort to the courts, the parties agree that exclusive jurisdiction and venue over such matter shall be in the Circuit Court of Jackson County, Missouri.

**X. AGREEMENT STATUS**

This Agreement is, and shall be deemed, an independent contract for services and the Vendor, and all persons providing services on behalf of the Vendor under this Agreement, shall be deemed independent contractors and shall not be deemed under any circumstances as employees of the County. Nothing in this Agreement shall be construed to create a partnership, joint venture, employer-employee, or agency relationship between the parties.

**XI. WAIVER**

The waiver of any party hereto of a breach of any of the provisions of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either party, nor shall any custom or practice which may arise between the County and the Vendor in the administration of this Agreement be construed to waive or lessen the right of the County or Vendor to insist upon the performance by the County or Vendor in strict accordance with this Agreement.

**XII. SEVERABILITY**

If any term or provision of this Agreement shall be found to be illegal or unenforceable, then, notwithstanding, this Agreement shall remain in full force and effect and such illegal or unenforceable term or provision shall be deemed stricken.

**XIII. ENTIRE AGREEMENT**


This Agreement constitutes the complete understanding and agreement between the parties, and supersedes all previous and contemporaneous agreements or representations, written or oral, concerning the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in five (5) counterparts by their duly authorized representatives and made effective the day and year first above written.

SECURITY TRANSPORT SERVICES,  
INC.

By:   
Thomas L. Baumann, President

JACKSON COUNTY, MISSOURI

By:   
Q. Troy Thomas  
Director of Finance and Purchasing

APPROVED AS TO FORM:

*W. Stephen Nixon*  
County Counselor

ATTEST:

  
Mary Jo Spino  
Clerk of the Legislature

**REVENUE CERTIFICATE**

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 appropriations.

*October 23, 2014*  
Date

  
Director of Finance and Purchasing

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

**THIS AGREEMENT**, made in Olathe, Johnson County, Kansas, and entered into as of the 24<sup>th</sup> day of April, 2014 (the "Effective Date"), by and between the Board of County Commissioners of Johnson County, Kansas (hereinafter the "County"), the Sheriff of Johnson County, Kansas and Security Transport Services, Inc. (hereinafter the "Vendor").

**WITNESSETH:**

**WHEREAS**, the County publicly invited formal sealed proposals for a term and supply contract from firms qualified to provide for the transporting of persons committed to the custody of the Johnson County Sheriff (hereinafter the "Sheriff") and for the County's Department of Corrections (hereinafter "Corrections"); and

**WHEREAS**, the Vendor is private prisoner transport company engaged in the business of the transporting for compensation, individuals committed to the custody of any state or political subdivision of a state; and

**WHEREAS**, in response to the County's invitation, the Vendor submitted a proposal to provide the County and Sheriff with the desired and requested prisoner and juvenile transportation services; and

**WHEREAS**, on April 24, 2014, following the review and evaluation of the proposals duly submitted, the Board of County Commissioners of Johnson County, Kansas County authorized a term and supply contract with the Vendor for Prisoner Transportation Services for the Sheriff's Office and for Corrections in an annual cost not to exceed \$250,000.00; and

**WHEREAS**, the Vendor hereby represents that it is duly qualified and experienced to provide the County and Sheriff with such services, and is willing to provide the same in accordance with, and subject to, the terms and conditions of this Agreement; and

**WHEREAS**, the County and the Vendor hereby agree to accept the terms and conditions of this Agreement.

**I. PURPOSE**

The County hereby engages the professional services of the Vendor for the purpose of providing the Sheriff with certain on-call prisoner transportation services as such services are represented, described and required by the contract documents enumerated under Section II of this Agreement (hereinafter the "Project"), and the Vendor hereby agrees to provide such services in accordance with, and subject to, the terms and conditions of this Agreement, and all applicable federal, state and local laws, rules and regulations. In addition, Vendor acknowledges and agrees that the on-call transporting of juveniles for Corrections shall be pursuant to the aforesaid term and supply contract awarded by the County's Board of County Commissioners,

but by separate instrument substantially similar in form and substance to the provisions of this Agreement.

## II. CONTRACT DOCUMENTS

1. The services to be provided by the Vendor hereunder shall be governed by the terms and conditions of this Agreement, and any exhibits attached hereto, and the respective standard terms and conditions, special conditions, provisions, scope of services, and representations contained within the documents enumerated hereinbelow, which are incorporated herein by reference, and which together with the terms and conditions of this Agreement, comprise the Contract Documents:

1.1. The County's Request for Proposal No. 2013-111 dated December 3, 2013, Addendum No. 1 dated December 23, 2013, and Addendum No. 2 dated January 6, 2014 attached hereto as Exhibit A (collectively hereinafter the "RFP");

1.2. The Vendor's written proposal dated December 29, 2013 (hereinafter the "Proposal") duly submitted in response to the RFP, attached hereto as Exhibit B; and

1.3. The Vendor's fee schedule dated December 29, 2013, duly submitted to the County in response to the RFP, and as subsequently revised by supplemental electronic written communication exchanged between the parties dated March 16-17, 2014 and a revised Vendor's fee schedule indicating an intrastate rate of \$1.21 per mile and an interstate rate of \$1.07 per mile, attached hereto as Exhibit C (collectively hereinafter "Form 6").

2. It is hereby acknowledged and agreed that the RFP, and the Vendor's Proposal and Form 6 shall be on file with the County's Office of Treasury and Financial Management, Purchasing Division, 111 South Cherry, Suite 2400, Olathe, Kansas 66061, or such other office or location as the County may from time to time designate.

3. Whenever the terms "respondent", "successful respondent", "bidder", "successful bidder", "contractor", "successful contractor", "vendor" or terms of similar purport are used in the Contract Documents, such terms shall be deemed to mean and refer to Security Transport Services, Inc.

4. Should any ambiguity, inconsistency or conflict arise in the interpretation of the Contract Documents, the same shall be resolved by reference first to the terms and conditions of this Agreement, and then by reference to the terms, conditions, provisions, scope of services and representations contained within the documents enumerated in the order set forth in Paragraph 1 hereinabove.

## III. NATURE AND SCOPE OF SERVICES

1. *Nature of Services.* The Vendor shall, at all times, diligently, ethically and expeditiously, and to the best of the ability, experience and skills of the personnel it provides,

perform all services and responsibilities necessary to provide the County and Sheriff with the highest level of quality of professional prisoner transportation services for the Project consistent with the purpose of this Agreement, the County and Sheriff's interests and objectives, and the professional and ethical best practices industry standards for prisoner transportation services, and as required by, and in compliance with, all applicable federal, state and local laws, rules and regulations for, and governing, such services industry practices, ethics and standards. It is understood and agreed by the parties hereto that the Vendor shall not transport more than three (3) prisoners for the Sheriff during any given prisoner transport accepted pursuant to the provisions of this Agreement.

2. *Scope of Services.* The Vendor shall perform, to the satisfaction and acceptance of the Sheriff, those services consistent with the requirements contained in Section B SCOPE OF SERVICES – SHERIFF'S OFFICE of the RFP (hereinafter "basic services") and the representations contained in the Vendor's Proposal, so as to deliver to the County and Sheriff the required prisoner transportation services; provided, however, nothing herein shall preclude the Vendor from providing the County, upon request, with additional services relative to, and in connection with, the Project.

#### IV. INSURANCE AND INDEMNIFICATION

1. *Insurance.* The Vendor agrees to carry in force and maintain for the duration of this Agreement insurance coverage of the types and minimum limits specified under Special Condition No. 1 of Addendum No. 2 of the RFP.

2. *Indemnification.* The Vendor shall indemnify, defend and hold harmless the Johnson County Sheriff, in both his official and personal capacity, and the Board of County Commissioners of Johnson County, Kansas, their officers, employees, and agents from and against any and all suits, actions, legal administrative proceedings, claims or demands and costs attendant thereto, including reasonable attorneys fees, arising out of any act, omission, fault, or negligence by the Vendor, its agents, employees, or anyone under its direction or control or acting on its behalf in connection with the provision of prisoner transportation services under this Agreement.

#### V. TERMINATION

Notwithstanding any provision to the contrary regarding termination that may appear in the Contract Documents, the County and Vendor hereby agree that either party may terminate this Agreement with thirty (30) days written notice to the other party.

#### VI. NOTICES

All notices or other communications required to fulfill the terms of this Agreement shall be in writing and addressed to the appropriate party at the address listed below:

County: Chief Financial Officer  
Johnson County Sheriff's Office

Vendor: Security Transport Services, Inc.  
1643 SW 41<sup>st</sup> Street



588 E. Santa Fe  
Olathe, Kansas 66061  
913-715-5506 (Phone)  
913-715-5806 (Fax)

Topeka, Kansas 66609  
785-267-3030 (Phone)  
785-267-7402 (Fax)

#### **VII. AMENDMENT**

The terms and conditions of this Agreement may be modified by mutual agreement of the parties evidenced by supplemental writing signed by duly authorized representatives of the County, the Sheriff and the Vendor.

#### **VIII. TERM; CONTRACT AMOUNT**

1. The initial term of this Agreement shall be for the period commencing with the Effective Date hereof and ending April 23, 2015.

2. The County and the Sheriff shall have the option to renew this Agreement for four (4) additional twelve (12) month periods with the concurrence of the Vendor.

3. The annual contract amount for on-call prisoner transportation services for the Sheriff hereunder shall be in an amount up to, but not exceeding, Two Hundred Five Thousand Dollars (\$205,000.00) at \$1.21 per mile for intrastate transport; and \$1.07 per mile for interstate transport.

4. The Vendor shall bill the Sheriff separately from Corrections. The Vendor acknowledges that it is the County's intent to have one over-riding account number with multiple bill-to locations in order to keep invoices separate. The prices charged shall be the same for both the Sheriff and Corrections, with the only difference being the type of transportation being provided under the pricing models contained in the Vendor's Form 6.

#### **IX. GOVERNING LAW AND VENUE**

1. This Agreement shall be deemed to be made, construed and enforced in accordance with the laws of the State of Kansas.

2. In the event that the parties hereto are unable to resolve any controversy or claim arising out of, or relating to, this Agreement or the making, performance or interpretation of it without resort to the courts, the parties agree that exclusive jurisdiction and venue over such matter shall be in the District Court of Johnson County, Kansas.

#### **X. AGREEMENT STATUS**

This Agreement is, and shall be deemed, an independent contract for services and the Vendor, and all persons providing services on behalf of the Vendor under this Agreement, shall be deemed independent contractors and shall not be deemed under any circumstances as

employees of the County. Nothing in this Agreement shall be construed to create a partnership, joint venture, employer-employee, or agency relationship between the parties.

### XI. WAIVER

The waiver of any party hereto of a breach of any of the provisions of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either party, nor shall any custom or practice which may arise between the Sheriff or County and the Vendor in the administration of this Agreement be construed to waive or lessen the right of the Sheriff, County or Vendor to insist upon the performance by the Sheriff, County or Vendor in strict accordance with this Agreement.

### XII. SEVERABILITY

If any term or provision of this Agreement shall be found to be illegal or unenforceable, then, notwithstanding, this Agreement shall remain in full force and effect and such illegal or unenforceable term or provision shall be deemed stricken.

### XIII. ENTIRE AGREEMENT


This Agreement constitutes the complete understanding and agreement between the parties, and supersedes all previous and contemporaneous agreements or representations, written or oral, concerning the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in multiple counterparts by their duly authorized representatives and made effective the day and year first above written.

**SECURITY TRANSPORT SERVICES,  
INC.**

By   
Thomas L. Baumann, President  
Printed name and title

**JOHNSON COUNTY, KANSAS**

By   
Marilyn C. Belt Christine Salas Dorcas  
Purchasing Manager (Interim)

APPROVED AS TO FORM:

  
Nicholas Saldan  
Assistant County Counselor

**A. INTRODUCTION**

The County seeks proposals for the transporting of persons in custody for the Johnson County Kansas Sheriff's Office and also for the transporting of juveniles who are in the custody of the Kansas Department of Corrections Juvenile Services Division (KDOCJSD), or in CINC (Child in need of Care) custody with the Department of Children and Family Services (DCF), or in temporary Police Protective Custody for the Johnson County Department of Corrections.

**B. SCOPE OF SERVICES—SHERIFF'S OFFICE**

The Sheriff's Office desires to utilize the service of the Vendors for prisoner transportation services primarily in cases involving prisoner extradition;

1. When prisoner transportation services are needed from the Vendor, the Sheriff's Office will request a bid from the qualified Vendors who will specify their cost and timeframes (timeframe limitations set out below) to perform each such prisoner transportation. The Vendor agrees that the bid will be binding and that no cost increases will occur except as may be allowed under this agreement. Any bid accepted by the Sheriff's Office shall incorporate the terms of this Agreement with the terms herein taking precedence in the event of a conflict between the terms of the bid and the terms of this Agreement.
2. Persons employed by the Vendor, who are assigned to transport any prisoner for the Sheriff's Office shall perform their responsibilities for the security and control of prisoners in a professional manner while following responsible, best practices operating procedures, and meeting the following minimum qualifications:
  - a. Have no convictions for felony offense, or any sex crime or drug related or domestic violence offense;
  - b. Possess a valid driver's license;
  - c. Have received training commensurate with Federal and Kansas requirements for the safe and secure transportation of persons in custody;
  - d. Meet standards and regulations promulgated by the Attorney General for compliance with the Interstate Transportation of Dangerous Criminals Act of 2000, 114 Statue 2784;
  - e. Upon request of the Sheriff's Office, the Vendor shall provide complete identifiers of its employees who are assigned to transport prisoners under this Agreement. Such identifiers shall include first and last name with middle initial, date of birth, race, sex, and residential address. The Sheriff's Office reserves the right to conduct criminal record's checks on such persons.
3. The Vendor shall not subcontract or assign to another company or person, services requested by the Sheriff's Office under this Agreement, without the express written authorization of the Sheriff's Office.
4. The Vendor shall promptly notify the Sheriff's Office should one of the following situations occur during a prisoner transportation performed under this Agreement:
  - a. A medical condition of a prisoner requiring emergency medical treatment;
  - b. Any escape or attempted escape of a prisoner or any other breach of security;
  - c. Any significant delay in the agreed upon time schedule or in the delivery of a prisoner to the specified destination point.
5. The Vendor shall obtain any and all legal documents, extradition waivers, Governor's warrants and prisoner property, including medications, if any, for the prisoner from the jurisdiction holding the prisoner and return such documents and prisoners belongings with the prisoner to the Sheriff's Office.

6. The Sheriff's Office shall have the right to cancel a prisoner transportation order with reasonable notice to the Vendor. If the Vendor is in route, or attempts to pick up a prisoner and that pick order is cancelled by the Sheriff's Office, the Vendor may request a reasonable cancellation charge.
7. In the events of delays, whether or not beyond the Vendor's control, including inclement weather or mechanical malfunctions, the Vendor shall provide for all prisoner cost, except for those costs identified in Paragraph 8 herein below, related to such delays including, but not limited to, food and lodging.
8. The Vendor shall be authorized to obtain emergency and urgent medical care for a prisoner with the provision that the Sheriff's Office is notified promptly of the occurrence or need for such care. The Sheriff's Office will be responsible for the cost of such medical care when it is deemed medically necessary.
9. If the Vendor cannot perform the authorized prisoner transportation for the Sheriff's Office, for whatever reason, the Vendor shall notify the Sheriff's Office promptly so that other transportation arrangements can be made.
10. The elapsed time from the time the Vendor takes custody of the prisoner until the prisoner is delivered to the custody of the Sheriff's Office shall not exceed five consecutive twenty-four hour periods. Any exceptions to this requirement shall be agreed upon prior to the Vendor being given the assignment.

The Sheriff's Office will cause a Medical Authorization form to be completed and faxed to the Vendor for each prisoner to be transported.

#### **B.1 SCOPE OF SERVICES—DEPARTMENT OF CORRECTIONS**

The Corrections Department desires to utilize the service of the vendor for on-call transporting of juveniles to KDOCJSD or DCF approved placements throughout Kansas and the Greater Kansas City Metro Area, to the Johnson County Courthouse, Johnson County Juvenile Detention Center, Johnson County Juvenile Field Services, and various other Courts throughout the State of Kansas.

1. When juvenile transportation services are needed the Corrections staff will contact the vendor to request the service, provide the date and time of service needed, location of pickup and drop off, and the name of the juvenile or juveniles to be transported.
2. Depending on the juvenile being transported and to where they are being transported will determine whether or not said juvenile will be placed in handcuffs and shackles for the transport. Most of the juvenile transports will be without.
3. Persons Employed by the Vendor, who are assigned to transport any juvenile for the Department of Corrections shall perform their responsibilities for the security, and control of juveniles in a professional manner while following responsible, best practice, operating procedures, and meeting the following minimum qualifications.
  - a) Any employee that will be transporting Juveniles, the Vendor must provide complete identifiers of its employees. Such identifiers of its employees at a minimum shall include first and last name with middle initial, date of birth, race, sex, and residential address, social security number and driver's license number. The Corrections Department shall conduct a criminal record's checks on such persons.
  - b) Possess a valid driver's license;
  - c) Have received training commensurate with Federal and Kansas requirements for the safe and secure transportation of juveniles in custody;

- d) Have no convictions for felony offense, or any sex crime or drug related or domestic violence offense.
4. The vendor must be compliant with the requirements of the Prison Rape Elimination Act (PREA) – 28 C.F.R Part 115. Which states:

**§ 115.317 Hiring and promotion decisions.**

- (a) The agency shall not hire or promote anyone who may have contact with residents, and shall not enlist the services of any contractor who may have contact with residents, who—
  - (1) Has engaged in sexual abuse in a prison, jail, lockup, community confinement facility, juvenile facility, or other institution (as defined in 42 U.S.C. 1997);
  - (2) Has been convicted of engaging or attempting to engage in sexual activity in the community facilitated by force, overt or implied threats of force, or coercion, or if the victim did not consent or was unable to consent or refuse; or
  - (3) Has been civilly or administratively adjudicated to have engaged in the activity described in paragraph (a)(2) of this section.
- (b) The agency shall consider any incidents of sexual harassment in determining whether to hire or promote anyone, or to enlist the services of any contractor, who may have contact with residents.
- (c) Before hiring new employees who may have contact with residents, the agency shall:
  - (1) Perform a criminal background records check;
  - (2) Consult any child abuse registry maintained by the State or locality in which the employee would work; and
  - (3) Consistent with Federal, State, and local law, make its best efforts to contact all prior institutional employers for information on substantiated allegations of sexual abuse or any resignation during a pending investigation of an allegation of sexual abuse.
- (d) The agency shall also perform a criminal background records check, and consult applicable child abuse registries, before enlisting the services of any contractor who may have contact with residents.
- (e) The agency shall either conduct criminal background records checks at least every five years of current employees and contractors who may have contact with residents or have in place a system for otherwise capturing such information for current employees.
- (f) The agency shall also ask all applicants and employees who may have contact with residents directly about previous misconduct described in paragraph (a) of this section in written applications or interviews for hiring or promotions and in any interviews or written self-evaluations conducted as part of reviews of current employees. The agency shall also impose upon employees a continuing affirmative duty to disclose any such misconduct.
- (g) Material omissions regarding such misconduct, or the provision of materially false information, shall be grounds for termination.
- (h) Unless prohibited by law, the agency shall provide information on substantiated allegations of sexual abuse or sexual harassment involving a former employee upon receiving a request from an institutional employer for whom such employee has applied to work.

**§ 115.332 Volunteer and contractor training.**

- (a) The agency shall ensure that all volunteers and contractors who have contact with residents have been trained on their responsibilities under the agency's sexual abuse and sexual harassment prevention, detection, and response policies and procedures.
- (b) The level and type of training provided to volunteers and contractors shall be based on the services they provide and level of contact they have with residents, but all volunteers and contractors who have contact with residents shall be notified of the agency's zero-tolerance policy regarding sexual abuse and sexual harassment and informed how to report such incidents.
- (c) The agency shall maintain documentation confirming that volunteers and contractors understand the training they have received.

**§ 115.377 Corrective action for contractors and volunteers.**

(a) Any contractor or volunteer who engages in sexual abuse shall be prohibited from contact with residents and shall be reported to law enforcement agencies, unless the activity was clearly not criminal, and to relevant licensing bodies.

(b) The facility shall take appropriate remedial measures, and shall consider whether to prohibit further contact with residents, in the case of any other violation of agency sexual abuse or sexual harassment policies by a contractor or volunteer.

5. The Vendor shall not subcontract or assign to another company or person, services requested by the Corrections Department under this agreement, without express written, authorization of the Corrections Department.
6. The Vendor shall promptly notify the Corrections Department should one of the following situations occur during a juvenile transportation performed under this agreement:
  - a) A medical condition of the juvenile requiring emergency medical treatment;
  - b) Any escape or attempted escape of the juvenile or any other breach of security;
  - c) Any significant delay in the before agreed upon time schedule or in the delivery of a juvenile to the specified destination.

7. The Vendor shall obtain if any, all legal documentation on the juvenile, medications and the juvenile's personal property and return such documents and juvenile's belongings to staff at the new location.

8. The Corrections Department shall have the right to cancel a juvenile transportation order with reasonable notice to the Vendor. If the Vendor is enroute, or attempts to pick up the juvenile and that pickup order is cancelled by the Corrections Department, the Vendor may request a reasonable cancellation charge.

9. In the event of delays, whether or not beyond the Vendor's control, including inclement weather or mechanical malfunctions, the Vendor shall provide for all juvenile costs related to such delays including but not limited to, food and lodging.

10. The Vendor shall be authorized to obtain emergency and urgent medical care for a juvenile with the provision that the Corrections Department shall be notified promptly of the occurrence or need for such care. The Corrections Department shall be responsible for the cost of such medical care when it is deemed medically necessary.

11. If the Vendor is unable to perform the requested authorized juvenile transport for the Corrections Department, for whatever reason, the Vendor shall notify the Corrections Department promptly so that other transportation arrangements can be made.

## **B.2 FINANCIAL**

The successful respondent shall bill the Corrections Department separately from the Sheriff's Office. It is the County's intent to have one over-riding account number with multiple bill-to locations in order to keep invoices separate. The prices charged are to be the same for the both the Sheriff's and Correction's departments, with the only difference being the type of transportation being provided. See Form 6 for the pricing models.

1. The Corrections Department will need to have the invoices separated for the different Corrections Juvenile Division's requesting the service.

**C. THE COUNTY WILL:**

Tentative timeline:

Issue – Mail RFP	December 7, 2013
Open RFP's	December 31, 2013
Interviews	Week of January 13 <sup>th</sup> or January 20 <sup>th</sup> , 2013
County Approval	February 6, 2014
Begin Project	As soon as contracts are signed and insurance confirmed

**D. EVALUATION PROCESS:**

The proposals will be evaluated by an Evaluation Committee usually composed of County personnel and/or other governmental agencies. Members of the Evaluation Committee will independently review and rate each proposal based on the listed criteria

The County's RFP process is usually a two-step process. The first step consists of an Evaluation Committee scoring all responsive proposals. This scoring is determined by allocating points totaling 100, which are assigned to evaluation criteria similar to the following.

Firm experience performing similar work  
Key staff or firm personnel experience  
Responsiveness to the RFP  
Applicable resources  
Project understanding/approach

(see attached Ranking sheets)

The Evaluation Committee or department representative prior to opening of proposals shall assign the weights given each category. Each Evaluation Committee member will provide a numerical score. Following the tabulation of numerical scores, each member's set of scores will be ordered by a Purchasing Administrator as to first choice, second choice and so on according to the point scores from that member. To determine the finalists, one point will be assigned for first choice, two points for second choice and so on. Choice points of all members will be added together and the firms receiving the lowest choice point totals will be short listed for the interview/cost proposal phase of the RFP. In some circumstances, interviews may be waived with mutual consent of the Purchasing Administrator and the Evaluation Committee. In the case where interviews are waived, a Purchasing Administrator will request cost proposals from top ranked respondents. Cost points will be calculated and then added to the original proposal points. Using these new totals a Purchasing Administrator will rank vendors by assigning one point for first choice, two points for second and so on. The rankings of all members will be added together and the firm receiving the lowest choice point total after the inclusion of cost points will be selected to begin negotiations with the County.

Finalist firms shall be independently evaluated by each Evaluation Committee member based on points totaling 100. Points are assigned to criteria similar to the initial proposal evaluation. Criteria are to be established by the Evaluation Committee or Department Representative prior to opening of proposals. Fee proposals will be weighted from 10 to 30 points (10% to 30% of the total) as deemed appropriate for the project.

The Evaluation Committee will determine the weight of the fee/cost proposal in advance of proposal opening. Fee/cost proposals shall not be opened until all of the technical/qualification evaluations are completed. A Purchasing Administrator will open the fee/cost proposals after all evaluations are turned in by each Evaluation Committee member. A Purchasing Administrator will then compute the cost proposal points for each finalist firm

and enter those points on each firm's respective interview score sheet. Fee/cost proposal points shall be determined by awarding maximum points to the lowest fee/cost proposal. Fee/cost points for firms other than the lowest will be determined by dividing the lowest proposed cost by other cost proposals being scored, and then multiplying this result times the maximum cost points. The resultant points will then be added to the appropriate firms' total.

Following the interviews and addition of fee/cost proposal points to each Evaluation Committee member's score sheet, each member's set of scores will be ordered by a Purchasing Administrator as to first choice, second choice and so on according to the point scores from that member. To determine the selection, one point will be assigned for first choice, 2 points for second and so on. Choice points of all members will be added together and the firm receiving the lowest choice point total will be selected. In the case of a tie, interview scores without cost proposal points added will be ranked in the same manner as above and the firm with the lowest overall ranking without cost will be selected. If after these rankings are calculated there is still a tie, the firm with the lowest fee/cost proposal will be selected. If there is still a tie, the selected firm will be decided by drawing lots.

Following the interviews the Evaluation Committee will select and/or recommend to the Board of County Commissioners one (1) or more firm(s) to provide the County the services required in this RFP. The staff will then endeavor to negotiate a contract with the successful firm. In the event that a mutually agreeable contract cannot be negotiated with said firm, the staff will then enter into contract negotiations with the next highest rated firm, and so on until a mutually agreeable contract can be negotiated.

The Evaluation Committee members will be asked to comply with the County Code of Ethics Standard 1101: An official whether elected or appointed and an employee in government service should never act upon any manner in which they, their family, or business has or may have any financial or beneficial interest; and should always declare and disclose the full nature and extent of any personal, family or business interests in any matter related to governmental actions or duties.

#### **E. INSTRUCTIONS FOR RESPONDING TO THIS RFP**

The attached proposal forms are to be completed (with the exception of FORM 6) as instructed, **one (1) original clearly marked as such, and one (1) electronic copy on digital media such as a CD or Flash device** returned in response to the RFP. See the attached INSTRUCTIONS FOR COMPLETING THE PROPOSAL FORMS. Please limit the number of files used in returning the information. The County's preference is to have the information in one file if possible. If more are needed that is acceptable but segregating each form into a new file is not preferred.



**TRANSPORT NO. 2 Interstate Rate**

One (1) female prisoner to be transported from the following:

Sacramento County Jail  
6511 Street  
Sacramento, CA 95814

To: Johnson County Sheriff's Office  
New Century Adult Detention Center  
27745 West 159th Street  
New Century, KS 66031

Charge per mile \$1.07 x 1743 total miles = \$1,865.01

List any additional charges (This is one way mileage for interstate)

<u>If date specific</u>	\$ 325.00 + \$1.07 per mile
<u>If less than 6 days notice</u>	\$ 325.00 + \$1.07 per mile
<u>Minimum Charge</u>	\$ 325.00
<u>Attempted Pickup</u>	\$ 325.00

A gasoline surcharge of \$0.02 per mile may be added to the base price of the prisoner transport if the average price of fuel goes to \$3.75 per gallon. There will be an additional \$0.02 for each \$0.25 increase thereafter (Based on U.S. Dept of Energy Report EIA-888 Regional Avg)

**TOTAL COST FOR TRANSPORT NO 2** \$ 1,865.01 (if no additional variables)  
charges was required)

**TOTAL COST—Both Transports 1 and 2** \$ 2,778.96 (If no additional variables)

SUBMITTED

Thomas Baumann

Signature

President

Title

Authorized Representative of

Security Transport Services, Inc.

Firm Name

1643 SW 41st Street

Address

Topeka, KS 66609

City and State

(785) 267-3030

Telephone No.

December 29, 2013

Date

CERTIFICATE OF LIABILITY INSURANCE

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: IMA, Inc. - NE Kansas Division, 51 Corporate Woods, 9393 W 110th Street, Suite 600, Overland Park, KS 66210. CONTACT NAME, PHONE (A/C, No, Ext): 913 982-3650, FAX (A/C, No): 9139823495. INSURER(S) AFFORDING COVERAGE: INSURER A: Lexington Insurance Company (NAIC # 19437), INSURER B: Riverport Insurance Company (NAIC # 36684), INSURER C: National Indemnity Company (NAIC # 20087).

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL SUBR INSR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include: A GENERAL LIABILITY (Commercial General Liability, B/IPD Ded: 50,000), C AUTOMOBILE LIABILITY (Any Auto, Scheduled Autos, Non-Owned Autos), A UMBRELLA LIAB (Excess Liab, Claims-Made), B WORKERS COMPENSATION AND EMPLOYERS' LIABILITY (Mandatory in NH, Description of Operations).

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
\*\* Workers Comp Information \*\*
Proprietors/Partners/Executive Officers/Members Excluded:
Thomas L Baumann

CERTIFICATE HOLDER CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: S MARK W...