

**CONTRACT AWARD**

**AB2023-32 PRISONER TRANSPORT SERVICES FOR THE MERCER COUNTY PROSECUTOR'S OFFICE**

**RESOLUTION: 2023-741**

**CONTRACT TERM: OCTOBER 1, 2023-SEPTEMBER 30,2025**

|                  |  |
|------------------|--|
| NAME OF BIDDER   | U.S CORRECTIONS LLC  |
| ADDRESS          | 517 HICKORY BLVD   |
| CITY, STATE, ZIP | WHITE CREEK, TN 37189  |
| CONTACT          | JOEL BRASFIELD   |
| TELEPHONE        | 615-352-9797 X156  |
| FAX              | 615-352-9737   |
| E-MAIL           | <a href="mailto:DWARDEN@PRISONERTRANSPORT.NET">DWARDEN@PRISONERTRANSPORT.NET</a> |
| NJ SAVI          | N/A  |
| EXCEPTIONS       | YES, TO BE REVIEWED BY USING AGENCY  |

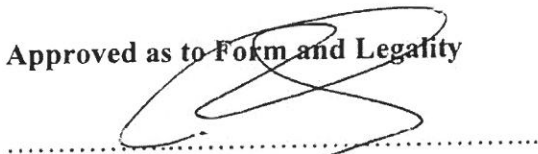




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Approved as to Form and Legality

Date



October 12, 2023

County Counsel

AWARD OF BID RECEIVED AUGUST 30, 2023 TO U.S. CORRECTIONS, LLC FOR THE INTERSTATE TRANSPORTATION OF PRISONERS FOR THE MERCER COUNTY PROSECUTOR'S OFFICE. AMOUNT NOT TO EXCEED \$60,000.00. PERIOD: OCTOBER 1, 2023 THROUGH SEPTEMBER 30, 2025 (AB2023-32)

WHEREAS, the Mercer County Purchasing Department has advertised for the Interstate Transportation of Prisoners for the Mercer County Prosecutor's Office for a period of two (2) years, through bid terms and specifications, as provided by law; and,

WHEREAS, one (1) sealed bid was received on August 30, 2023 in connection with the aforementioned services; and,

WHEREAS, the bidder hereinafter designated is the lowest qualified bidder; and,

.....  
Clerk to the Board

RECORD OF VOTE

| COMMISSIONERS |     |     |      |      |      |      | COMMISSIONERS |     |     |      |      |      |      |
|---------------|-----|-----|------|------|------|------|---------------|-----|-----|------|------|------|------|
|               | Aye | Nay | N.V. | Abs. | Res. | Sec. |               | Aye | Nay | N.V. | Abs. | Res. | Sec. |
| Cimino        | X   |     |      |      |      |      | Melker        | X   |     |      |      |      |      |
| Frisby        | X   |     |      |      |      | ✓    | Stokes        | X   |     |      |      | ✓    |      |
| Lewis         |     |     |      | X    |      |      | Walter        | X   |     |      |      |      |      |
| McLaughlin    | X   |     |      |      |      |      |               |     |     |      |      |      |      |

X—Indicates Vote      Abs.—Absent      N.V.—Not Voting  
 Res.—Resolution Moved      Sec.—Resolution Seconded

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WHEREAS, the bid of U.S. Corrections, LLC, 517 Hickory Hills, Whites Creek, TN 37189, shall be awarded for the period of October 1, 2023 through September 30, 2028 in the total amount not to exceed \$60,000.00; and,

WHEREAS, the Temporary Chief Financial Officer of Mercer County has certified in writing the availability of funds for the purposes set forth in this Resolution; said certification is on file with the Clerk to the Board, and such funds are available in the 2023 Mercer County Budget and contingent upon the inclusion and adoption of the 2024 and 2025 Mercer County Budgets; now, therefore,

BE IT RESOLVED, that the County Executive and Clerk to the Board are hereby authorized to execute said contract when presented in a form approved by County Counsel; and,

BE IT FURTHER RESOLVED, that the Clerk to the Board shall forward a copy of this Resolution to the Mercer County Prosecutor's Office and the Mercer County Purchasing Department for further distribution.

  
.....  
*Terrence W. Wertz*  
Clerk to the Board

**SPECIFICATIONS TO PROVIDE INTERSTATE TRANSPORTATION OF PRISONERS FOR MERCER COUNTY  
PROSECUTOR'S OFFICE FOR A PERIOD OF TWO (2) YEARS**

**SCOPE OF SERVICE**

The Contractor is responsible for providing transportation to and/or from any location in the Continental United States as specified by the Mercer County Prosecutor's Office. Contractor will provide necessary transportation, whether by vehicle or air or any other method (commercial or private) for Mercer County fugitives (prisoners) to any location specified by the Mercer County Prosecutor's Office. Please send all questions to [ohibbert@mercercounty.org](mailto:ohibbert@mercercounty.org) in writing by August 16,2023.

**GENERAL**

The Contractor shall coordinate duties and responsibilities with the Mercer County Prosecutor's Office. Repeated non-conformance of the requirements of the contract may result in termination of the contract if deemed in the best interest of the County to do so. The County shall notify the Contractor of any area in which there is non-conformance. The Contractor shall immediately correct the situation. If the situation or other situations continue to occur, the County may terminate the contract after thirty (30) days notification to the Contractor.

The Contractor shall comply with United States Code, Chapter 209, entitled "Extradition Proceedings" and the Interstate Transportation of Dangerous Criminals Act of 2000.

Neither the County of Mercer nor its Agencies will be responsible for any action of an employee of the Contractor involved in any criminal activity while actively rendering service to the County of Mercer or another government agency in a similar capacity. Such action shall cause review of the contract and will be grounds to void and vacate the contract.

**BASIS OF AWARD**

Billing to the County shall be on a per trip basis. The Contract shall be awarded to the Contractor with the lowest standard per mile charge. The County will compensate the awarded contractor, at a minimum, \$400.00 per trip.

**CONTRACTOR QUALIFICATIONS**

Services shall be performed by a Contractor regularly engaged in providing similar services. Contractor shall be required to meet the following minimum qualifications. Failure to maintain and meet these requirements shall be cause for rejection of bid or cancellation of the contract. Contractor shall have been in business of transporting prisoners for a minimum of three (3) years. Contractor shall have in place and operational a ground transportation system which operates seven (7) days per week, 365 days per year and available 24 hours per day. Contractor shall provide three (3) references for whom they are currently providing similar services and have used the Contractor's service for over one hundred (100) moves within the last twelve (12) months.

**INSURANCE REQUIREMENTS**

Copies of Insurance naming the County of Mercer as an Additional Insured must be submitted annually by the Contractor to the Mercer County Prosecutor's Office. Contractor shall carry in general liability insurance to include, but not limited to, coverage for owned, non-owned, and hired automobiles, in compliance with the requirements of the Federal Motor Carrier Safety Administration cited under Rules and Regulations, Part 387.303 (b)(1) as follows:

Minimum liability coverage in the amount of \$5,000,000 per occurrence for any vehicle with a seating capacity of 16 passengers or more.

Minimum liability coverage in the amount of \$1,500,000 per occurrence for any vehicle designed or used to transport 15 passengers or less.

**Contractor shall submit with their bid**, a copy of the vendor's certificate issued by the Federal Motor Carrier Safety Administration, which gives them authority to operate as a common carrier. The Contractor's Certificate shall be current and in good standing.

Contractor shall provide documentation to show how each transportation agent has received complete training in all phases of prisoner transport and should be properly licensed in accordance with all state and federal requirements. A copy of the Training Curriculum is required to be submitted to the Mercer County Prosecutor's Office annually.

Contractor shall maintain complete documentation for all prisoners transported, including but not limited to:

- Prisoner Receipt Forms
- Personal Property Control Forms
- Medical Information Forms

**VEHICLES**

Contractor shall maintain a minimum of ten (10) vans properly equipped to transport prisoners. The vehicles shall be in good operating condition and shall be the Contractor's responsibility. Contractor shall provide vehicle registration as proof of ownership upon request by the County.

Vans shall be modified to:

- Separate and secure safely the driving team from the prisoners.
- Doors and windows unable to be opened from the inside of the prisoner compartment.
- Welded steel screens covering windows.
- Vans shall be equipped with some form of mobile communications.
- Operational heater and air conditioning for the entire vehicle.
- Vans shall be compartmentalized to separate male and female prisoners.

**IDENTIFICATION**

All employees of the Contractor involved in the pickup and transportation of prisoner(s) 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" (ex. Jeans, t-shirt with logos, sandals, etc.) shall not be acceptable. The holding authority may not release the prisoner if proper attire is not worn by the Contractor's employees. If this occurs, the Contractor shall not be compensated for the trip.

**TRANSPORTATION/NOTIFICATION**

Contractor shall provide transportation of one or more prisoners to and from any location throughout the United States, upon notification by the Mercer County Prosecutor's Office. The Mercer County Prosecutor's Office shall notify the Contractor seventy-two (72) hours prior to the desired pickup time, excluding holidays and weekends. The Mercer County Prosecutor's Office shall notify the holding agency that the Contractor is the designated agent to transport the prisoner.

**SECURITY/CONTROL/ACCEPTANCE**

Contractor shall provide a minimum of two (2) transporting agents for all modes of transportation. At least one shall be female when transporting a female prisoner. The Contractor shall separate male and female prisoners while in transport.

**SECURITY/CONTROL/ACCEPTANCE**



Contractor shall be responsible for the security and control of prisoners (i.e. restraining devices), in accordance with Mercer County Prosecutor's Office policies and procedures, as well as any standard operating procedures established by the Mercer County Prosecutor's Office and the private sector.

Restraining devices are to be furnished by the Contractor. Contractor shall only accept custody of prisoners from employees of the Mercer County Prosecutor's Office, law enforcement agencies and/or authorized agents designated by the Mercer County Prosecutor's Office.

In the event of any unusual incident, emergency, or controversial situation, which arises in the performance of this contract, the Contractor shall immediately report same to the Mercer County Prosecutor's Office in accordance with the Mercer County Prosecutor's Office policies. For purpose of this subparagraph, "unusual incident, emergency or controversial situation" includes but is not limited to, any act of violence or attempted act of violence by a prisoner or any other breach of security, and unusual delay in the transportation of a prisoner, any medical treatment, and any refusal of law enforcement agencies to release a prisoner to the Contractor as authorized and directed by the Mercer County Prosecutor's Office.

Contractor shall notify the Mercer County Prosecutor's Office at least twenty-four (24) hours in advance of the prisoner delivery to the Mercer County Correctional Facility.

Prior to accepting custody of any prisoner, a photograph of the prisoner is to be taken by the Contractor for identification purposes and is to be attached to the prisoner transport order, which contains a complete physical description. This action is to minimize the possibility of a prisoner mix-up at the holding facility and also will provide a complete physical detail in the event of a major incident.

All prisoner luggage shall be searched by Contractor at the holding facility to preclude the concealment of contraband items.

**MEALS, LODGING, AND MISCELLANEOUS COSTS**

Contractor shall be responsible for all costs that may occur for its employees and prisoners, excluding medical costs for the prisoner, during the term of the contract.

Three (3) hot meals per twenty-four (24) hours shall be required for the prisoner during transport. Meals from fast-food type restaurants shall be acceptable. Meal times shall closely correspond to typical breakfast, lunch and dinner times as is practically possible during transport. Any delay during transport that results in lodging requirements for prisoner(s) shall be arranged by the Contractor with the appropriate local detention facility. This includes but is not limited to inclement weather and mechanical malfunctions.

All medical costs of prisoners, including the cost of transportation to or from any medical facility shall be paid by the Mercer County Prosecutor's Office. The Contractor shall be authorized to obtain emergency and routine medical treatment for prisoners whenever the Contractor deems it is reasonable or necessary. The Contractor shall notify the Mercer County Prosecutor's Office of any routine medical treatment within a reasonable time; however, the Contractor shall notify the Mercer County Prosecutor's Office immediately of any emergency medical treatment of a prisoner.

**REFUSAL/UNABLE TO TRANSPORT**

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 that the driver refuses to transport any such individual, the Mercer County Prosecutor's Office shall be notified immediately, prior to leaving the pickup location and there shall be no charge to the Mercer County Prosecutor's Office.

If, upon arrival at the holding facility, the Contractor learns that the prisoner has a contagious disease, which was unknown to the Contractor and the Mercer County Prosecutor's Office, the Contractor will immediately contact the Mercer County Prosecutor's Office for further instructions, and if the prisoner is transported, this transport will be made in such a manner as to ensure the well-being of all other occupants.

If the prisoner cannot be transported, the Mercer County Prosecutor's Office may be subject to a penalty charge of the amount stated in the Proposal Form.

### **TRAINING**

All employees of the Contractor involved in the pickup and transport of prisoner(s) 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.

It will be the responsibility of the Contractor to submit names of employees and background credentials, which include photographs and fingerprints, to the Mercer County Prosecutor's Office for approval after award of contract and to update that information when necessary. Each employee shall be subject to a criminal history check by computer and through the submission of the fingerprints to the New Jersey State Police S.B.I. Unit.

### **MEDICAL CRITERIA FOR TRANSPORTING PRISONERS**

Contractor has the right to refuse to transport persons as indicated by the following paragraph unless a written release is obtained from the medical staff of the holding facility. The release must authorize the transport of the prisoner by motor vehicle and certify that the prisoner's condition does not present a hazard to himself/herself or to any other person during travel or while temporarily incarcerated enroute. The Contractor must obtain this medical release.

Prisoners may be refused transport by the Contractor for the following reasons:

- Communicable disease of any kind
- Critical cardiovascular cases
- Persons who have any medical conditions which in the opinion of the contractor may constitute a hazard to the prisoner, other prisoners or crew members
- Persons with critical wounds
- Females over six months pregnant

Persons with the following medical conditions will be transported provided the requirements of the next paragraph are complied with:

- Persons with continuing but not critical cardiovascular problems
- Epileptics – less than "Grand Mal" patients
- Diabetics
- Females less than six months pregnant

The following procedures must be complied with prior to transporting any persons in the above categories:

- All pertinent medical data shall be recorded on the prisoner receipt form.
- The person must be cleared to travel by medical personnel at the holding facility.
- If no medication, a five-day supply must be furnished or a 24-hour supply and a refillable prescription

### **MEDICAL EMERGENCIES**

Should a prisoner become seriously ill while in custody of the Contractor, the transportation crew will summon the necessary assistance immediately or transport the ill person to a medical facility.

### **MILEAGE**

The distance used to establish the fee per trip shall be calculated based on MapQuest from point of pick-up to the Mercer County Correctional Facility. The trip cost shall be discounted 25 percent for multiple inmate pick-ups and drop off at the same location and time. An itemized quote shall be provided in advance.

Services shall be billed to the County on a per trip basis. Invoices shall include street address of pick-up location and distance calculated as stated above. All bills shall be itemized to explain any extra charges.

### **CANCELLATION**

The Mercer County Prosecutor's Office reserves the right to cancel any pick-up request within the first forty-eight (48) hours free of charge.