

SPECIFICATIONS**SCOPE OF SERVICES TO BE PROVIDED**

The Contractor is responsible for providing Out of State prisoner transportation in a professional, safe, and efficient manner as specified by the Ocean County Sheriff's Office. Contractor shall provide necessary transportation, whether by vehicle or air or any other commercial method for Ocean County prisoners from and to any location specified by the Ocean County Sheriff's Office.

GENERAL

Contractor, and all employees utilized in the performance of this Contract, shall comply with all applicable Federal, State and local laws and regulations relating to the performance of this Contract.

The Contractor shall comply with the Interstate Transportation of Dangerous Criminals Act of 2000, also known as the "Jenna Act" and the standards promulgated based upon this act.

Any failure of the Sheriff's Office to insist on strict performance of any term, condition or provision of this Contract, shall not be deemed a waiver of any of the Sheriff's Office rights or remedies, nor shall it relieve the Contractor from performing any subsequent obligations strictly in accordance with the terms of this Contract.

The Contractor shall coordinate his duties and responsibilities with the Ocean County Sheriff'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 fifteen (15) days notification to the Contractor.

CONTRACTOR EMPLOYEE REQUIREMENTS – BACKGROUND INVESTIGATIONS

The Contractor shall complete its own thorough background investigation, drug screening, psychological test, clean motor vehicle record and fingerprint investigation on any employee of the Contractor prior to such employee performing services under this Contract. Contractor will further attest, in writing, that a thorough background check on each employee performing under this Contract has been successfully completed. The Contractor has a continuing obligation, throughout the term of this Contract, to comply with this section prior to utilizing any new employee in the performance of services.

CONTRACTOR EMPLOYEE REQUIREMENTS – LICENSES

The Contractor shall ensure all employees assigned to provide services under this contract hold appropriate licensure in accordance with state laws and regulations.

The Contractor shall ensure that employees providing services under this contract hold a valid driver's license.

If the Contractor elects to authorize employees to carry a side arm, the Contractor shall ensure that such employees providing services under this contract hold the appropriate license in compliance with state requirements and with appropriate training by Contractor.

CONTRACTOR EMPLOYEE REQUIREMENTS – DRESS CODE

Each transport employee shall, during ground transport, wear a clean uniform with name tag. Said uniform must also have the Contractor's business logo permanently affixed for identification purposes. All employees utilized by Contractor in performance of this Contract must maintain a high degree of professional appearance and maintain professional grooming standards at all times and dress in appropriate manner. Items such as t-shirts, short pants, flip-flops, or open toe shoes, etc. are strictly prohibited. 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.

All employees of the Contractor involved in the pickup and transport of prisoners shall carry an ID that indicates information including, but not limited to, the company name, employee's name, photo and signature. These ID's must be presented and/or properly displayed when requested by the holding agency prior to the release of any prisoner.

CONTRACTOR EMPLOYEE REQUIREMENTS – TRAINING

The Contractor shall ensure that all transporting officers providing services under this agreement have successfully completed the following training:

1. Policies and Procedures
2. Use of restraints and proper technique;
3. Prisoner rights and privacy
 - Basic needs, property, medication
 - Protecting individual's paperwork for privacy
 - Meals and restroom break procedures
 - Prisoner Rape Elimination Act (PREA)
4. Personal and professional conduct
5. Weapons safety
6. Prisoner searches
 - Guidelines and proper technique
 - All genders and juveniles
7. Handling of Prisoners
 - All genders and juveniles
 - Separation of prisoners
 - Interface techniques, verbal commands and instructions
 - Prisoner property
 - Restroom breaks
 - Meals and feeding
8. Basic First Aid and Cardiopulmonary Resuscitation (CPR)
9. Officer and general public safety
 - Methods to prevent escape
 - Interfacing with other teammates
 - Awareness and security of surroundings
10. Understanding use of force and its application
 - What is excessive force
 - Understanding use of force matrix
 - What is deadly force
11. Use of navigation tools
 - Use of GPS
 - Map reading

CONTRACTOR EMPLOYEE REQUIREMENTS – TRAINING (CONT'D)

12. Medical Emergency Plans and Procedures
 - Guidelines and scenarios
 - Hospitalization and emergencies
 - Public, prisoner and team safety
 - Blood/Airborne Pathogens
13. Safe vehicle operation
 - Defensive driving techniques
 - Vehicle checks sheets and equipment logs
 - Zero tolerance for safety violations
14. Hands on training
 - Training staff conducts evaluations
 - New employees demonstrate job performance, job knowledge, punctuality, handling of prisoners, appearance, etc.
 - Formal evaluation form is completed and reviewed with employee
15. Any other training related to prisoner transport.

Proof of completion of the training shall be available upon request. The County of Ocean and its agencies will not assume responsibility for any actions by a contractor's employee that involve criminal activity or violate County of Ocean policies while performing services for the County or another government agency in a similar role. Such actions may be cause for contract termination.

PROVISIONS FOR EXTRADITIONS

At the request of the Sheriff's Office, the Contractor's employees shall take custody of prisoners committed to the Sheriff's Office and provide out-of-state transportation to and from locations specified by the Sheriff's Office. The Contractor operates as an independent contractor and assumes full responsibility for the prisoners while they are in its custody, until they are transferred to the care, custody, and control of the Ocean County Jail or the State Prison System.

The Contractor's employees shall take custody of prisoners from authorized Sheriff's Office personnel at a mutually agreed-upon incarceration location and transport the prisoners to their designated destination or another specified location. Upon arrival, the Contractor shall transfer custody of the prisoners to the Sheriff's Office or the designated law enforcement or corrections agency as directed by the Sheriff's Office.

When assuming custody of prisoners, the Contractor's employees must carry out their duties for the care, security, control, and transportation of prisoners in compliance with all applicable state and federal laws, as well as the written policies and procedures of the Sheriff's Office, including any future policies, procedures, or directives related to use of force and prisoner security. If no written policies or procedures exist, the Contractor shall follow reasonable and customary operating practices recognized in the State of New Jersey and any other applicable laws.

In the event of unusual incidents, emergencies, or any controversial situations involving the use of force while providing services to the Sheriff's Office, the Contractor's employees must immediately report such incidents to the Sheriff's Office in accordance with its directives and fully cooperate with any investigation conducted by the Sheriff's Office. For the purposes of this paragraph, "unusual incidents, emergencies, or controversial situations" include, but are not limited to, acts of violence by a prisoner or other passengers, any escape or attempted escape, breaches of security, significant delays in prisoner transportation, medical emergencies requiring treatment, vehicle accidents involving the Contractor's transport vehicle, mechanical failures that require formal reports to regulatory agencies, and any refusal by law enforcement agencies to release a prisoner to the Contractor as authorized by the Sheriff's Office.

PROVISIONS FOR EXTRADITIONS (CONT'D)

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

To ensure that prisoners are properly transferred to the custody of the Department or its authorized personnel, the Contractor's staff must be presented with corroborative identification from the Department personnel designated to accept custody. The Contractor shall not release prisoners until the identification of the individuals receiving custody has been verified.

All prisoners' medical costs, including but not limited to, the costs of transportation to or from any medical facility for incidents not directly resulting from any negligent or intentional act of Contractor shall be paid or reimbursed by the Office of the Sheriff. The Contractor shall be authorized to obtain emergency and/or routine medical treatment for prisoners whenever deemed necessary. All such expenditures shall be reported in a timely manner to the Office of the Sheriff in detail. Contractor will not be liable for medical costs associated with pre-existing medical conditions while in Contractor's custody.

The Contractor agrees to transport a small amount of prisoner property with each prisoner. Due to space constraints on transportation vehicles, the property must be limited generally to what can be placed in a medium sized garbage bag or box 12"x 12"x 24" not exceed ten (10) lbs. in weight.

Contractor shall be responsible for acquiring transportation by either commercial or private means capable of picking up and dropping off prisoners primarily at the following location or as determined by the Sheriff's Office:

*Ocean County Sheriff's Office
C/O Ocean County Department of Corrections
114 Hooper Avenue
Toms River, NJ 08753*

The Contractor shall pick up the prisoner for extradition within a ten (10) day time-frame from the time they are notified, unless otherwise noted. The Sheriff's Office will notify Contractor no less than four (4) days prior of the pickup time of the location where prisoner shall be picked up.

A female transport employee must be on the transport at all times if a female is being transported.

TRANSPORTATION OF PRISONERS WITH MEDICAL CONDITIONS

Contractor shall transport prisoners with medical conditions in accordance with accepted and best practices. Contractor reserves the right to refuse to transport persons with medical conditions when there is a risk of acute or chronic medical condition(s) worsening as a result of motor vehicle transport. When medical status of the individual is prohibitive to ground transport, Contractor will offer the requesting agency escorted transport by commercial air at applicable rates if a written release for such travel is available from licensed medical personnel.

TRANSPORTATION – VEHICLES

Contractor shall maintain properly equipped vehicles for the purpose of transporting prisoners. The vehicles shall be in good operating condition and shall meet all state requirements for motor vehicles. All necessary maintenance and repairs shall be the Contractor's responsibility. Contractor shall provide vehicle registration as proof of ownership upon request by the County.

TRANSPORTATION – VEHICLES

Transport vehicles 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.
- Vehicles shall be equipped with some form of mobile communications.
- Operational heater and air conditioning for the entire vehicle.
- Vehicles shall be compartmentalized to separate male and female prisoners.
- Other vehicles may be used if the Contractor is utilizing a commercial airline and a transport vehicle, as described above, is not available.

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:

1. Contractor shall have been in business of transporting prisoners for a minimum of three (3) years. Proof shall be submitted with bid.
2. Contractor shall have an operational transportation system which operates seven (7) days per week, 365 days per year and available twenty-four (24) hours per day.
3. Contractor shall provide, with bid or prior to award of contract, three (3) references for whom they are currently providing similar services and have used the Contractor's service for over fifty (50) prisoner transports within the last twelve (12) months.
4. Contractor shall provide, with bid or prior to award of contract, a current permit issued by the U.S. Department of Transportation Federal Motor Carrier Safety Administration authorizing the Contractor to operate as a Contractor Carrier of Passengers and any other applicable license or permit required for the transportation of prisoners.

PUBLICITY

Any Publicity giving reference to this Contract, whether in the form of press releases, interviews, brochures, photographic or video graphic coverage, or verbal or printed announcement, shall require the prior, written approval of the Sheriff's Office. Requests must be submitted to the Office of the Sheriff.

CONFIDENTIALITY

The Contractor shall hold all information received during the performance of Services in confidence and shall not disclose, either directly or indirectly, any information obtained or received from the Sheriff's Office to any third party, person, or entity, other than to the extent necessary in performance of the services contracted for in this Agreement, except as otherwise required under State or Federal laws, Rules and Regulations.

SUBCONTRACTING

No portion of the work shall be subcontracted without written consent from the Ocean County Sheriff's Office. If a portion of the work is approved for subcontracting, the contractor shall remain fully liable and responsible for the work to be done by the subcontractor(s) and shall assure compliance with all requirements of this contract.

CONTRACT

The County retains the option to award contracts for both primary and secondary extradition services for the Ocean County Sheriff's Office. Upon notification by the holding jurisdiction, the Sheriff's Office must retrieve the prisoner within ten (10) days to prevent their potential release from custody. If the Primary Contractor cannot commit to retrieval within twenty-four (24) hours of being contacted, the Sheriff's Office may engage the Secondary Contractor on a case-by-case basis without terminating the Primary Contractor's agreement.

SECURITY/CONTROL/ACCEPTANCE

Contractor shall provide a minimum of two (2) transporting agents for all modes of transportation. At least one (1) shall be female when transporting a female prisoner.

Contractor must separate male and female prisoners while being transported.

Contractor shall be responsible for the security and control of prisoners (i.e. restraining devices), in accordance with Ocean County Sheriff's Office Policies and Procedures, as well as any standard operating procedures established by the Ocean County Sheriff'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 Ocean County Sheriff's Office, law enforcement agencies and/or authorized agents designated by the Ocean County Sheriff's Office.

Contractor shall notify the Ocean County Sheriff's Office at least twenty-four (24) hours in advance of the prisoner's delivery to the Ocean County Corrections.

Prior to accepting custody of any prisoner, the Contractor shall ensure the identity of the prisoner to be transported. The contractor will maintain a photo and a complete physical detail of the prisoner during all aspects of the transport in the event of a major incident. The Ocean County Sheriff's Office shall provide a photo and a complete physical detail of the prisoner.

All prisoner luggage is to 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 Ocean County Sheriff'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 immediately notify the Ocean County Sheriff's Office of any medical treatment.

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 Ocean County Sheriff's Office shall be notified immediately, prior to leaving the pickup location and there shall be no charge to the Ocean County Sheriff'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 Ocean County Sheriff's Office, the Contractor will immediately contact the Ocean County Sheriff'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.

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 any hazard to himself or herself or to any other person during travel or while temporarily incarcerated. The Contractor must obtain this medical release.

Prisoners may be refused for 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 on medication, a five (5) day supply must be furnished or a twenty-four (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. The Contractor shall maintain constant contact with the Sheriff's Office during all medical emergencies.

CANCELLATION

The Ocean County Sheriff's Office reserves the right to cancel any pickup request within the first forty-eight (48) hours free of charge.

Any cancellation request exceeding the first forty-eight (48) hours may be subject to a penalty charge of 20% of the trip charge, unless waived by the Contractor.

PRICING – MILEAGE

The cost will be calculated per mile from the prisoner's pick-up location to the Ocean County Department of Corrections, or from the Ocean County Department of Corrections to the prisoner's drop-off location. A 20% discount shall apply for multiple pick-ups or drop-offs.

The distance used to establish the fee per trip shall be established using the most up to-date mapping software available and calculated from point of pick-up to the Ocean County Correctional Facility located at 114 Hooper Avenue, Toms River, New Jersey.

There shall be a minimum allowable charge of \$200 for any transport that would otherwise fall below this amount.

The trip costs shall be discounted 20% for multiple inmate pick up and drop off at the same location and time.

INVOICES/BILLING

The successful bidder shall be responsible for submitting invoices on a per trip basis. Acceptable methods of invoice delivery are via email or hard copy mailing. The County will not be responsible for accessing invoices via the successful bidder's log-in billing system. The Contractor understands that payment will be paid following the prompt receipt of signed vouchers and detailed invoices once services are rendered. All invoices shall match the pricing as outlined in this bid. Invoices must include street address of pick up location and distance calculated as stated above.

SURCHARGES

Surcharges will not be accepted under this contract except for required point-to-point transports which will be handled on a case by case basis. Juveniles shall be direct point-to-point transport and will be performed immediately upon notification to the Contractor.

ADDITIONAL SUBMISSION REQUIREMENTS**A. Bid Submission Requirements:**

1. **Staffing and Resources:**
 - Contractor must provide a staffing matrix and the number of dedicated personnel.
2. **Transportation Services:**
 - Must be a qualified provider with operational ground transportation 24/7.
 - Provide details on licenses, and costs for transporting inmates.
3. **Operating Procedures:**
 - Up-to-date Operating Procedures Manual.
4. **Personnel Requirements:**
 - Qualified and trained personnel with up to date certifications.
 - Background checks and training procedures.
5. **Equipment and Vehicles:**
 - Properly equipped vehicles with safety measures.
 - Maintenance policy and procedures for vehicle breakdowns.
6. **Legal Compliance:**
 - Compliance with federal, state, and local laws.
 - Detailed explanation of compliance measures.

ADDITIONAL SUBMISSION REQUIREMENTS (CONT'D)

7. Inmate Care and Handling:

- Procedures for feeding and housing inmates.
- Timely pick-up of inmates as scheduled by the Sheriff's Office.
- Notification procedure for late or missed pick-ups.

8. Reporting and Documentation:

- Notification and confirmation procedures with the Sheriff's Office.
- Compliance with confirmation requirements before inmate transport.

9. Security and Control:

- Acknowledgement of the use of appropriate restraining devices and security measures.
- Acceptance of inmates only from authorized sources.

10. Incident Handling:

- Reporting and handling of unusual incidents or emergencies.
- Procedures for medical emergencies and inmate medication.

11. Cancellation Policy:

- Sheriff's Office has the right to cancel within 24 hours without charge.