



City of Indianapolis and Marion County

Request for Bid – Pricing and Terms

INMATE TRANSPORTATION

RFB-33SHF-330

Table Of Contents

1. Introduction
2. Instructions to Bidders
3. General Terms
4. Bid Submission Forms
5. Scope of Services
6. Price Sheet
7. Attachments

Attachments:

A - Sample-Professional Services Agreement

1. Introduction

1.1. Timeline

Release Project Date:	October 16, 2026
Question Submission Deadline:	October 28, 2026, 12:00pm
Response Submission Deadline:	November 5, 2026, 10:00am

1.2. Summary

Buyer	Ryan Cox
Buyer Phone	(317) 327-3577

The City of Indianapolis and Marion County by and through the Purchasing Division Department is seeking Bids for Inmate Transportation. Bids are due no later than 10:00 am on Thursday, November 5, 2026.

1.3. Background

If Vendor wishes to return a hard copy bid to Purchasing instead of using the new electronic process. Please do the following steps:

Go to **Downloads** tab. Select the Project Documents and Attachments. Click **Download Selected Items**. A zip file containing the selected items will download to your computer.

Delivery by U.S. Mail or In Person:

City County Purchasing Division
200 E. Washington Street
Room 1522
Indianapolis, IN 46204

Hard copy Bids are opened:

November 5, 2026, 10:00 a.m. Eastern Time in City County Purchasing Division, Room 1560.

Bids Only: Bids are to be delivered to room 1522 City/County Building prior to 9:30 a.m. Eastern Time on or before the above due date. However, from 9:31 until 10:00 a.m. Eastern Time, bids will be accepted in room 1560 of the City/County Building.

2. Instructions to Bidders

2.1. Immediate Cause for Rejection of Bids

1. Failure to comply with all instructions or to sign all necessary forms listed in the bid submissions.
2. Failure to submit a bid surety completely and correctly executed at the time of bid submission in the correct amount (if required).
3. Failure to correctly and completely execute the non-collusion affidavit.
4. Failure to comply with any other mandatory bid requirements.

2.2. Bonding Requirements

1. Bidders may be required to provide with a bid, at time of submission, a bid surety in either a flat dollar amount or percentage of bid, as specified. Acceptable forms of bid surety are as follows:
 - A. Bid Bond secured from a bona fide bid surety firm.
 - B. A Certified Check (or equivalent) if issued by a financial institution insured by an agency of the United States.
 - C. Other Forms of Bid Surety as specified in a particular bid.
 - I. All forms of Bid Surety should be made payable to the City of Indianapolis/Marion County. No cash or personal checks accepted. All bid surety will be held until formal award is made by the appropriate governing body and until awarded contractor complies with all terms of the award.
2. Awarded bidder may be requested to provide a Performance Bond/Payment Bond in either a flat dollar amount or a percentage of the bid as specified, made payable to the City of Indianapolis/Marion County, within ten days after receipt of award letter. Other forms of performance guarantee may be acceptable as specified in a particular bid.

2.3. General Conditions / Contractual Clauses

1. The City of Indianapolis and Marion County are exempt from Local, State and Federal Taxes and will not be responsible for any taxes levied on contractor as a result of a bid award.
2. All terms contained in this document will become part of the contract between awarded bidder and the City of Indianapolis/Marion County.

3. This contract may be renewed under the same terms and conditions subject to the approval in compliance with IC 5-22-17-4. The term of the renewed contract may not be longer than the term of the original contract. Any provision for automatic renewal is void.
4. The City of Indianapolis/Marion County reserve the right to reject any and all bids and to waive any of the terms and conditions and provisions contained in the Request for Bid (RFB) or other documents, or any informality, irregularity, or omission in any bid, and to award to one or more bidders.
5. Manufacturer and/or model number of equipment being bid must be stated. It is the contractor's responsibility to show proof that goods being offered are of equal quality to those that were specified. Any exceptions to the specifications must be clearly set forth in the contractor's bid.
6. If not bidding a delivered price to point of destination, shipping price must be listed as a separate price on the RFB form.
7. Upon delivery and/or inspection of ordered goods or upon performance of services, should the ordering agency determine that goods/services do not meet specifications; same will not be accepted and will be returned at the contractor's expense.
8. Formal contracts and/or proof of insurability may be required on applicable bids.
9. The City of Indianapolis /Marion County reserves the right to deny payment to contractors ordering or delivering goods/services without benefit of a verbal or written purchase order number.
10. The apparent low bidder must submit or have on file form CC-09 which may be obtained from the Office of Minority and Women Business Development (OMWBD). Failure to do so may cause your bid to be rejected. Information pertaining to the OMWBD Program and/or questions should be directed to the OMWBD located in Suite 1260 of the City-County Building, 200 East Washington Street Indianapolis, IN 46204, Telephone (317) 327-5262.
11. The Contractor agrees to indemnify and hold harmless Marion County Indiana, City of Indianapolis, its officials, agents, officers, and employees for any and all claims, actions, causes of action, judgments, and liens arising out of any negligent act of omission by the Contractor or any of its officers, agents, employees, or subcontractors or any defect in materials or workmanship or any supply, material or mechanism or other product which it or any of its officers, agents, employees, or subcontractors has supplied to the City/County or has used in connection with this agreement. Such indemnity shall include attorney's fees, costs and other expenses arising therefrom or incurred in connection therewith and shall not be limited by reason of the enumeration of any insurance coverage required herein.
12. Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the City/County are at any time not forthcoming or are insufficient, through failure of any entity to appropriate funds or otherwise, then the City/County shall have the right

to terminate this agreement without penalty by giving prior written notice documenting the lack of funds, in which instance, unless otherwise agreed to by the parties, this Agreement shall terminate and become null and void on the last day of the fiscal period for which appropriations were received. The City/County agrees that it will make its best effort to obtain sufficient funds, including but not limited to including in its budget for each fiscal period during the term hereof a request for sufficient funds to meet its obligations hereunder in full. This contract may be terminated by either party at the City's option, upon 10 days written notice, unless otherwise specified.

13. No portion of this Agreement shall be sublet, assigned or otherwise disposed of by the Contractor except with the written consent of the City/County being first obtained. Consent to sublet, assign or otherwise disposed of any portion of this Agreement shall not be construed to relieve the Contractor of any responsibility for the fulfillment of the Agreement.
14. Unless otherwise specified within the Agreement, this Agreement shall be governed by the laws of the State of Indiana, and by all Municipal Ordinances and codes of the Consolidated City of Indianapolis, as the same shall be in full force and effect upon the date of this Agreement is executed.
15. Any goods and services provided under this Agreement shall meet or exceed all applicable Occupational Safety and Health Administration Standards.
16. This Agreement represents the entire and integrated Agreement between the City/County and the Contractor and supersedes all prior negotiations, representations, and/or contracts, either written or oral. This Agreement may be amended only by written instrument signed by both City/County and Contractor and attached hereto as an addendum.

3. General Terms

The following terms will be included in the resulting agreement between the awarded vendor and the City of Indianapolis and Marion County herein referred to as "City." Please read carefully.

Questions pertaining to the Bid content may be directed through the Procurement Portal at <https://procurement.opengov.com/portal/indy>, no later than 12:00 pm Eastern Time on Wednesday, October 28, 2026.

3.1. General Description for Term Agreement

1. Vendors are invited to bid unit prices on a term agreement for Inmate Transportation to be furnished and delivered to Marion County Sheriff's Office in Marion County, IN. Other departments and agencies of the City may also utilize this contract.
2. **NOTE: Any related addenda to this bid, including written answers to questions, will be posted on the Procurement Portal at <https://procurement.opengov.com/portal/indy>. Vendors will be responsible for periodically checking the Procurement Portal for any related addenda up to and including the due date. Vendors must acknowledge addenda with**

their bid. Failure to acknowledge the addenda may cause a bid to be determined as non-responsive for review purposes.

3.2. Term Contract for Services

1. This request is to establish one or more term contracts for Inmate Transportation. The resulting contract will primarily be used by Marion County Sheriff's Office. However, other departments and agencies of the City of Indianapolis and Marion County may also utilize the resulting contract under the same pricing, terms, and conditions. Unless otherwise agreed to, all ordering locations will be within Marion County, IN. The City does not guarantee minimum or maximum amount of services to be purchased under this bid. The scope of services listed is estimated based on the City's potential need or history and the desire for services. The City may purchase more or less services than the amounts indicated in the bid. All orders shall be on an as needed basis, subject to the availability of funding and budgetary considerations.
2. The term of the initial contract shall be **two (2) years**, effective from the date of the execution of this Agreement.

3.3. Split Awards

The City may award a contract to a vendor who submits the overall lowest, responsive, and responsible bid/quote; or it may split the award between two or more vendors, all to the advantage of the City. For purposes of evaluation, a split between two or more vendors will not be considered to be to the advantage of the City if increased administrative costs offset any projected cost savings realized by splitting the award.

3.4. Renewal

The contract resulting from this bid may be renewed beyond the expiration date by mutual agreement of the parties. The term of the renewal may not be longer than the term of the original contract. A renewal shall be by written notice by either party and written acceptance by the other. All other terms and conditions of the contract shall remain the same as set forth in the resulting agreement. Terms and conditions may be amended only by written instrument, signed by both the City, and awarded vendor, and attached to the resulting agreement as an amendment.

3.5. Firm Bids

All bids received shall be considered valid for not less than ninety (90) days from the date of bid opening. Pricing shall be firm for the length of the contract, including any renewals.

3.6. Bonds

There will be no bid bonds or performance bonds required for this contract.

3.7. Specifications

1. The specifications are intended to provide a foundation for open competition for the supply of commodities or services to meet City needs. Minor and immaterial technical deviations may, at the discretion of the City, be deemed in substantial compliance with the

specifications. However, material variances may render the vendor non-responsive and ineligible for award.

2. The use of brand names, models, etc. serves to establish the design, performance and level of quality needed and not to restrict competition. (Items that are equal in design, performance and quality will be considered.) The right to evaluate specification compliance and equality is reserved to the City, and the vendor shall have the burden of proof to demonstrate that any proposed substitutes are equal. Vendor shall note the manufacturer/model # of any substitutes, or the reference brand(s) will be assumed.
3. All exceptions to the specifications and terms shall be noted in detail on the attached Exception Sheet.

3.8. Contract Termination

The City may terminate the resulting contract for cause or convenience at any time during the term of the contract, without penalty, upon ten (10) calendar day's written notice to the vendor. The City shall be the sole judge of the adequacy of the vendor's performance pursuant to the resulting contract.

3.9. Proof of Insurance

At the time of award, vendor may be required to provide proof of insurance showing existing coverage in accordance with the terms and amounts stated in the Sample Agreement, or the terms and amounts of insurance coverage vendor proposes to furnish in lieu of the amounts in the Sample Agreement. The proof of insurance shall be issued by a financially responsible insurance company authorized to do business in Indiana.

3.10. Debarment and Suspension

1. Vendors should be aware that by entering into an agreement with the City, neither they, nor their principals, should be presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this agreement by any federal agency or by any department, agency, or political subdivision of the State of Indiana. The term principals, as used in this paragraph, means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has critical influence on or substantive control over the operations of the vendor's business.
2. The awarded vendor shall **not** have their business name(s) or principal's name(s) listed on the debarment web site at <https://www.sam.gov/SAM/>. A check of this listing will be made by the City. The City reserves the right to nullify the award of any bid, quote, or request for proposal based on this listing. It is recommended that vendors check the website listing prior to submitting documents.
3. Vendor should also be aware of the City's Policy on Wage Theft and Payroll Fraud. City will not enter into an agreement with a vendor who, as a result of this policy, has been debarred by the City of Indianapolis. In addition, any subcontractor who has been listed on the City's Debarred/Suspended Vendors list will not be allowed to participate in the resultant

agreement. It is the responsibility of each vendor to retain and properly monitor quality subcontractors on City agreements. Vendor should make an effort to perform reviews of subcontractors through the federal SAM system and through the City's Debarred/Suspended list. Both the Wage Theft and Payroll Fraud policy and a list of Debarred/Suspended Vendors may be found at <https://www.indy.gov/agency/office-of-finance-and-management-purchasing-division>.

3.11. Accessibility

Individuals with disabilities or needing special assistance during site visits, scheduled conferences, openings, or any other activities related to a bid, quote or request for proposal should contact the Purchasing Division at (317) 327- 4900 to make arrangements for such assistance.

3.12. Successors and Assigns

Vendor binds itself and its partners, successors, executors, administrators and assigns to City and to the partners, successors, executors, administrators and assigns of City, in respect to all covenants of this agreement; except as otherwise provided herein, vendor shall not assign, sublet, or transfer its interest in this agreement without the written consent of City.

3.13. Bid Expenses

By submitting a response to this bid, each vendor agrees that all of its related expenses are its sole responsibility, and that the City will not be responsible for any costs whatsoever incurred by the vendor in connection with or resulting from the bid process, including but not limited to costs for preparation/submission of the bid, travel & per diem, attending interviews, providing presentations or product demonstrations.

3.14. Sample Agreement

A Sample Agreement, which includes insurance requirements, is available for review at the end of this document. This sample agreement contains the City's standard terms but may not contain language specific to this purchase. Any proposed exceptions to this document should be included in detail on the Exception Sheet.

Insurance Notice

Please review the insurance requirements carefully. All insurance requirements listed and referenced in this request will be included in the final contract, this includes requirements listed in the sample agreement. A change can be requested during the bidding process, but once the bid is awarded no insurance waivers can be provided. Changes can be requested in the Exceptions Sheet and/or during the question-and-answer portion of the bidding process. A justification for requested changes should be provided, including references to the project scope of work. For construction projects, please ensure you review the insurance requirements in the Article 5 of the City of Indianapolis Standard General Conditions for Construction Contracts.

3.15. Monitoring

For management purposes, City agencies or departments may report contract problems to the Purchasing Division by using the City Intranet Contract Monitoring Report. This program of quality

control is to ensure that contractors successfully fulfill their contractual obligations with the City and maintain a positive contractor performance status.

If requested by the City, a report shall be submitted on all goods and services provided or project milestones. (This may be a one-time, monthly, quarterly or annual report as requested.) The report shall include but not be limited to: The vendor's name, address, contact information, contract number / description, date and location of services or project details, agency name, purchase order number(s), hours to complete projects and costs associated for services or milestone completed. These reports should be submitted in a Microsoft Office Program format and mailed to the attention of the Contract Manager at 1522 City-County Building, 200 East Washington Street, Indianapolis, IN 46204. Reports may also be submitted to the Contract Manager by email to Purchasing@indy.gov.

3.16. E-Verify Program

Pursuant to IC 22-5-1.7, all public contracts for services entered into must contain E-Verify provisions. Any Contractor entering into a service agreement with the City or County shall affirm under penalties of perjury that it is and will remain in compliance with that statute. This affirmation is part of the digital contract signature process. Additional information can be viewed on the Purchasing Division web site at <https://www.indy.gov/activity/find-bid-opportunities>.

3.17. Services or Goods Acquisition by the City

1. Pursuant to City/County ordinance, contracts not approved by the Office of Corporation Counsel and the City Controller are voidable. Contractor shall not begin performing services, acquiring, or delivering goods, prior to receipt of a fully executed contract, including the Controller's signature.
2. Awarded vendor(s) must have a validly issued purchase order prior to beginning services, acquiring or delivering goods. The vendor(s) will not be compensated for services rendered or goods secured prior to the issuance, by the Purchasing Division, of a valid purchase order.
(Revised Code §141-102)

3.18. Method of Payment

Vendor must be willing to accept invoice payments via City/County check, City/County Purchasing Card (Master Card) or Automated Clearing House (ACH) at the City's sole option and discretion. The City will not be responsible for any card fees or other bank charges incurred by the vendor.

3.19. Current Agreement

The City is presently contracted with the following Contractor(s) to provide this service/product. A scan of the City's written agreement may be viewed online at <https://www.indy.gov/activity/city-and-county-contracts> and searching for the contract number(s).

Contract Number	Contractor
18241	US Corrections LLC

3.20. Point of Contact

The Contractor shall provide a point of contact assigned to oversee the resulting contract and to be able to keep the City informed of changes, progress, and to be able to answer any questions The Contractor shall provide name, phone number, email address and any other pertinent contact information for the point of contact.

4. Bid Submission Forms

1. U.S. Manufactured Products Preference Certification*

Please download the following document, complete, and upload. **Failure** to submit the following may render the submitted bid non-responsive.

- [U.S. Manufactured Products ...](#)

*Response required

2. Bid Acknowledgement Form*

Please download the following document, complete, and upload. **Failure** to submit the following will render the submitted bid non-responsive.

- [Bid Acknowledgement Form.pdf](#)

*Response required

3. Affidavit of Non-Collusion*

Please download the following document, complete, and upload. **Failure** to submit the following will render the submitted bid non-responsive.

- [Affidavit of Non-Collusion.pdf](#)

*Response required

4. MBE-WBE-VBE-DOBE*

Please download the following document, complete, and upload. **Failure** to submit the following will render the submitted bid non-responsive.

- [MBE-WBE-VBE-DOBE.pdf](#)

*Response required

5. Nepotism*

Please download the following document, complete, and upload. **Failure** to submit the following may render the submitted bid non-responsive.

- [Nepotism.pdf](#)

*Response required

6. Escalator Clause*

The quoted price in a contract must be firm for the first year of an Agreement, after which an escalator clause can be invoked when market conditions dictate up to a maximum increase in the bid price of 5% over the term of the Agreement. Exceptions can be considered only when market conditions dictate a revised escalator for a particular product. Price increases will be adjusted only to the amount of a cost increase to the vendor and must be supported by written documentation

indicating new higher cost adjustments have occurred. The City/County reserves the right to accept or reject all such price adjustments.

Please indicate if you have read this clause.

☐ Yes

☐ No

*Response required

7. Literature*

Please submit official manufacturer's literature regarding all items offered with the bid. **Failure** to submit the following may render the submitted bid non-responsive.

*Response required

8. Warranty*

Unless otherwise indicated in the specifications, the minimum warranty required by the City for the entire unit is one (1) year from the date of acceptance. (If the manufacturer offers a full or limited warranty that is in excess of one year, the City shall take full advantage.) The minimum one-year warranty shall cover all parts and labor for defects in materials and workmanship. **Please attach warranty statement(s). Failure to submit the following may render the submitted bid non-responsive.**

*Response required

9. Exception Sheet*

Please download the following document, complete, and upload. **Failure** to submit the following may render the submitted bid non-responsive.

- [Exception Sheet.pdf](#)

*Response required

10. Extended Price Sheet

10.1. *If awarded an agreement as a result of the pricing proposed herein, will you extend this pricing to political subdivisions in Indiana (and notify Indianapolis Purchasing division upon initial extension to an additional subdivision)?**

Political subdivisions include cities, towns, school corporations, and county governments. If you mark **YES**, you are agreeing that you are willing to extend your proposed pricing to any of these entities if they wish to purchase from any resulting Agreement.

☐ Yes

☐ No

*Response required

10.2. *Will there be a freight differential required to extend pricing to political subdivisions outside Marion County?**

☐ Yes

☐ No

*Response required

10.3. *Will you agree to provide upon request but not more than quarterly, a report to the City of Indianapolis that would include the names of;**

1. any participating political subdivisions and
2. item descriptions and quantities purchased per subdivision?

☐ Yes

☐ No

*Response required

10.4. *The City of Indianapolis DOES NOT accept responsibility for purchase orders issued by other political subdivisions.**

☐ Please confirm

*Response required

5. Scope of Services

5.1. General Requirements

1. General Description

Upon the request of the Marion County Sheriff's Office (MCSO), agents of the Contractor shall assume custody of inmates committed to the custody of the MCSO and provide interstate transportation of said inmates from and to locations designated by the MCSO.

2. Pre-Employment Screening

Contractor must employ pre-employment screening measures for all potential employees. The pre-employment screening measures must include a background check and a test for use of controlled substances. The failure of a potential employee to pass either screening measure will act as a bar to employment.

a. Background checks must include the following requirements:

1. A fingerprint-based criminal background check that disqualifies persons with either a prior felony conviction or a State or Federal conviction for a misdemeanor crime of domestic violence as defined in 18 U.S.C. 921.
2. A Credit Report check.
3. A physical examination.
4. A personal interview.

b. Testing for controlled substances.

3. Employee Training

Contractor must require the completion of a minimum of 100 hours of employee training before an employee may transport violent inmates. Training must include instruction in each of the following requirements:

- a. Use of restraints.
- b. Searches of inmates.
- c. Use of force, including use of appropriate weapons and firearms.
- d. Cardiopulmonary resuscitation (CPR).
- e. Map reading.
- f. Defensive driving.

4. Maximum Driving Time

Contractors must be appropriately licensed for the vehicle they are operating. Contractors must adhere to the maximum driving time provisions applicable to commercial motor vehicle operators, as set forth in Department of Transportation regulations at 49 CFR 395.3 which will apply regardless of whether a Contractor is covered by Department of Transportation regulations.

5. Employee Uniforms and Identification

A. Employee uniforms. Uniforms used by Contractor must meet the following requirements:

- 1. Uniforms must be readily distinguishable in style and color from official uniforms worn by United States Department of Justice employees who transport violent offenders;
- 2. Uniforms must prominently feature a badge or insignia that identifies the employee as an inmate transportation employee; and
- 3. Uniforms must be worn at all times while the employee is engaged in the transportation of violent inmates,

B. Employee identification. Identification utilized by Contractor must meet the following requirements:

- 1. The identification credentials must clearly identify the employee as a transportation employee, the credentials must have a photograph of the employee that is at least one inch square, a printed personal description of the employee including the employee's name, the signature of the employee, and date of issuance.
- 2. The employee must display proper identification credentials on his or her uniform and ensure that the identification is visible at all times during the transportation of violent inmates.

6. Clothing Requirements for Transported Violent Inmates

Contractors must ensure that all violent inmates they transport are clothed in brightly colored clothing that clearly identifies them as violent inmates, unless security or other specific considerations make such a requirement inappropriate.

7. Mandatory Restraints to Be Used While Transporting Violent Inmates

Contractors must, at a minimum, require that violent inmates be transported by wearing handcuffs, leg irons, and waist chains unless the use of all three restraints would create a serious health risk to the inmate, or extenuating circumstances (such as pregnancy or physical disability) make the use of all three restraints impracticable.

8. Notification of Local Law Enforcement Prior to Scheduled Stops

When transporting violent inmates, Contractor is required to notify local law enforcement officials twenty-four (24) hours in advance of any scheduled stops in their jurisdiction. For the purposes of this part, a scheduled stop defined as a predetermined stop at a State, local, or private correctional facility for the purpose of loading or unloading inmates or using such facilities for overnight, meal, or restroom breaks. Scheduled stops do not include routine fuel stops or emergency stops.

9. Immediate Notification of Local Law Enforcement In the Event of an Escape

In the event of unusual incidents, emergencies, and/or controversial situations which arise in the performance of their services to the MCSO, the Contractor's agents shall report such incidents to the MCSO in accordance with the MCSO's directives. For purpose of this paragraph "unusual incident, emergency, or controversial situations" include but are not limited to any act of violence by an inmate or other passengers, any escape or attempted escape of an inmate or any other breach of security, any excessive delay in the transportation of an inmate, any mechanical failure that would normally require formal reports to the cognizant regulatory agency and any refusal of law enforcement agencies to release an inmate to the Contractor as authorized or directed by the MCSO.

Contractor must be sufficiently equipped to provide immediate notification to law enforcement in the event of an inmate escape. Law enforcement officials must receive notification no later than 15 minutes after an escape is detected unless the company can demonstrate that extenuating circumstances necessitated a longer delay. In the event of the escape of a violent inmate, a Contractor shall:

- a. Ensure the safety and security of the remaining inmates.
- b. Provide notification within 15 minutes to the appropriate State and local law enforcement officials.
- c. Provide notification as soon as practicable to the governmental entity or the privately-run incarceration facility that contracted with the transport company.
- d. Provide complete descriptions of the escapee and the circumstances surrounding the escape to State and local law enforcement officials if needed.

10. Standards to Ensure the Safety of Violent Inmates During Transport

Contractors must comply with applicable State and federal laws that govern the safety of violent inmates during transport. In addition, companies covered under this section are to ensure that:

- a. Protective measures are in place to ensure that all vehicles are safe and well maintained.
- b. Vehicles are equipped with efficient communication systems that are capable of immediately notifying State and local law enforcement officials In the event of an inmate escape.

- c. Policies, practices, and procedures are in effect to ensure the health and physical safety of the inmates during transport, including a first-aid kit and employees who are qualified to dispense medications and administer CPR and emergency first-aid.
- d. Policies, practices, and procedures are in effect to prohibit the mistreatment of inmates, including prohibitions against covering an inmate's mouth with tape, the use of excessive force, and sexual misconduct.
- e. Policies, practices, and procedures are in effect to ensure that juvenile inmates are separated from adult inmates during transportation, where practicable.
- f. Policies, practices, and procedures are in effect to ensure that female inmates are separated from male inmates during transportation, where practicable.
- g. Policies, practices, and procedures are in effect to ensure that female guards are on duty to supervise the transportation of female violent inmates, where practicable.
- h. Staff are well trained in the handling and restraint of inmates, including the proper use of firearms and other restraint devices, and have received specialized training in the area of sexual harassment.
- i. Private transport companies are responsible for taking reasonable measures to insure the well-being of the inmates in their custody including, but not limited to, necessary stops for restroom use and meals, proper heating and ventilation of the transport vehicle, climate-appropriate uniforms, and prohibitions on the use of tobacco, in any form, in the transport.

11. Provide Certificate of Insurance as Per Federal and State Requirements

12. Legal Compliance

Contractor shall transport inmates in accordance with all applicable federal, state and local government laws and regulations, including but not limited to, The Interstate Transportation of Dangerous Criminals Act of 2000, (42 U.S.C. 13726b, as amended) to provide minimum security and safety standards for private companies that transport violent inmates on behalf of State and local Jurisdictions. Contractor shall be liable for all penalties and expenses Imposed by applicable laws.

13. Scheduling and Procedures

In assuming custody of such inmates, the Contractor's agents shall perform their responsibilities for security and control of inmates in a professional manner and in accordance with the MCSO's written policies and procedures and such policies, procedures and directives as may be promulgated in the future regarding the use of force and the security and control of inmates. In the event that there are no written policies and procedures, the Contractor shall follow reasonable, customary operating procedures.

- a. To ensure that inmates are surrendered by the Contractor to the custody of the MCSO or its duly authorized agents, corroborative identification of MCSO personnel designated to accept custody of the inmates shall be presented to the Contractor's personnel at the place and time of surrender of custody. The Contractor shall not surrender custody of inmates without first verifying the identification of persons to whom custody of inmates is being transferred.

- b. When possible, MCSO will provide a ten (10) day notice to Contractor when placing an order for inmates to be extradited. MCSO reserves the right to cancel an order within twenty-four (24) hours of placing the order without penalty.
- c. Must be able to transport inmates in compliance with the Uniform Criminal Extradition Act (UCEA).
- d. The Contractor shall assume custody of such inmates from authorized agents of the MCSO, at the location of incarceration determined by the parties to be suitable for such purpose, to transport such inmates to their destination or other specified location. Upon arrival, Contractor shall surrender custody of such inmates to the MCSO or to the law enforcement agency as designated by MCSO. The MCSO shall have the right to cancel its pick-up order at any time.
- e. MCSO has two general situations for inmates to be picked up. "Pickup by Deadline Date" which is a ten (10) day window in which the inmate may be picked up from an institution, generally a county jail and "End of Sentence (EOS) / Release Date" in which the inmate must be picked up on date specified within specified time or the inmate is released, generally the Indiana Department of Corrections and the Federal Bureau of Prisons (BOP).
- f. Contractor shall deliver inmates to MCSO, as agreed when the order is placed. If the Contractor accepts an agreement they must cancel within twenty-four (24) hours of receiving the order if they are unable to perform the service.
- g. If after accepting the order, the Contractor cancels the agreed order outside the 24-hour notice period or fails to deliver an inmate in accordance with the pickup or delivery dates and times, three (3) or more times within any consecutive thirty (30) days, this contract may be subject to termination.
- h. Contractor shall notify MCSO Extradition Section immediately of any incident involving the inmates(s) including but not limited to escapes, medical emergencies, and other incidents which will alter the scheduled arrival time to the Marion County Jail. Notification after normal business hours will be to the MCSO Communications Supervisor on duty who will in turn pass the information on to the Extradition Section Supervisor as dictated by the incident.
- i. Contractor shall establish and practice inmate identification procedures and policies consistent with those currently employed by the MCSO to insure the correct identity of any inmate delivered to the Marion County Jail.
- j. Contractor shall provide a thorough full-body search of all inmate(s) prior to transporting, to be performed by a same sex employee, to insure the safety of the Contractor's employee and the inmate(s).
- k. Contractor shall ensure that male, female, and juvenile inmates are always separated during transportation.
- l. Contractor shall notify the MCSO Jail Booking Sergeants one (1) hour prior to delivery of the inmate(s).

- m. Contractor shall provide inmate meals in accordance with Indiana Administrative Code 210 IAC-3-1-12. Food shall be served three times in any 24-hour period. No more than 14 hours shall pass between meals without supplemental food being served.
- n. Contractor shall provide inmates with adequate rest stops during trip if no restroom facilities are provided on the transport vehicle. If restroom facilities are provided on the transport vehicle, they shall be kept in a sanitary condition and shall be maintained as such for the duration of the transport.
- o. Contractor shall make written notification to the MCSO if it becomes necessary to house an inmate overnight while in transport or transfer the inmate to an interim facility to facilitate pickup. Contractor shall detail in writing what type of overnight accommodations will be utilized for inmates and under what circumstances such accommodations will be used. All inmates will be transported and housed in accordance with all state and federal transportation laws.
- p. 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 inmate costs, except medical, related to such delays including, but not limited to, food and lodging.
- q. The transporting of inmates(s) under this contract in no way implies that the transport agents are law enforcement officers or empowered by MCSO to carry a firearm nor enforce any law while operating under this contract.
- r. Contractor's employees will meet or exceed the minimum required qualifications of the releasing facility. (Example - Federal Facility would not release inmate to contractor who was unarmed).
- s. Contractor agrees to negotiate at time of order, on a case by case basis, any situations not specifically mentioned in the scope of work.
- t. There will be no surcharge added to any transport order.
- u. MCSO reserves the right to accomplish the transportation of inmates with in-house personnel or other sources as deemed necessary.

14. Transportation of Prisoners Who May Have Medical Problems

- a. Contractor reserves the right to refuse to transport persons with medical conditions when there is 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. Contractor recognizes that seemingly minor medical conditions can worsen or require immediate medical attention during extended ground trips. In such cases, there is potential for unnecessary discomfort or suffering by the passenger and added cost to the requesting agency.
- b. Medical conditions that exclude persons from Contractor ground transport eligibility include, but are not limited to, the following:
 - 1. Cardiovascular problems requiring medication or prescribed procedures;

2. Diabetics whereby prescribed medication must be injected and/or refrigerated;
3. Epilepsy whereby seizure activity is not adequately controlled;
4. Pregnancy;
5. Fractured bones requiring casts or braces designed to immobilize injured areas;
6. Critical wounds;
7. Communicable diseases or any other medical condition that may place the passenger, transport personnel and other passengers at risk;
8. HIV positive or AIDS; and
9. Inmates in excess of 280lbs will require additional charge for transport.

c. In any case not covered above, or in which the holding agency has not accurately advised the requesting agency and/or Contractor personnel of the inmate's medical condition, the Contractor's Officer-In-Charge shall contact Contractor's management PRIOR to accepting custody of the inmate.

d. MCSO shall present to Contractor any known medical information for inmate to be transported which may affect the inmate while in transport.

e. Contractor shall inventory all inmate property. Contractor and inmate will both sign the inventory. Inmate will not have access to their property while in transport. Property will be delivered with the inmate and their records to the Adult Detention Center's (ADC) intake at 695 Justice Way, Indianapolis, IN 46203. Contractor shall be responsible for all expenses associated with transporting inmates other than emergency medical treatment for pre-existing medical conditions. Upon presentation of proper documentation, the described medical expenses will be reimbursed by MCSO, except as otherwise noted in these specifications. However, MCSO will not authorize payment for medical costs incurred due to injuries associated with negligence or intentional mistreatment by contractor's employees. This includes but is not limited to use of debilitating/restraint type spray substances, physical force, etc.

f. Contractor shall request from detaining facility any medical information known to the detaining facility about an inmate. Contractor will verify such information. Contractor shall also request and verify a seven (7) day supply of essential medications is ready for pickup prior to transporting inmates. All appropriate instructions regarding the medical needs of the inmate shall be complied with during transport, including providing all medications needed for inmate. Contractor shall comply with all state and federal standards regarding the transport of inmates with medical needs. Any emergency medical costs incurred as a result of contractor's failure to comply with the requirements of these specifications will remain the responsibility of the contractor.

g. Air transportation, when required, due to medical or other circumstances, will be priced on a case-by case basis. Juvenile's transport price to be determined on a case-by- case basis. Emergency medical transports will be priced on a case-by case basis.

h. The Contractor shall be authorized to obtain emergency and/or medical treatment for inmates whenever deemed necessary. All such expenditures shall be reported to the MCSO in detail. Contractor will not be liable for medical costs associated with pre-existing medical conditions while in Contractor's custody.

15. **Qualifications Of Vendor**

To be considered for award of this contract, the Vendor must meet the following minimum qualifications:

a. Vendor must have at least three (3) years experience in extradition service and in the transportation of inmates. Include a brief history of the organization, management structure, current services provided and any other relevant information pertinent to demonstrating the firm's capability. Include the following:

- Number of employees employed by the company.
- Annualized dollars of payroll.
- Number of years in business.

b. Must be licensed and qualified to do business in all 50 states.

c. Must have in place an operational ground transportation system that operates twenty-four (24) hours per day, seven (7) days per week, three hundred sixty-five (365) days per year.

d. Must provide a twenty-four (24) hour, seven (7) days per week, communication system for access of agency decision makers.

e. Vendor must have vehicles that are suitable for inmate transport and include a description of the vehicles vendor intends to use if awarded this bid. Vendor's vehicles shall be properly insured and in good operating condition, and all necessary maintenance and repairs will be Vendor's responsibility.

- Vehicles shall be properly licensed in accordance with all applicable State and Federal regulations.
- Vehicles shall be configured to separate transporting agents and male, female and juvenile inmates.
- Vehicles shall carry the following safety equipment, mobile phones, first aid kits and fire extinguishers.
- Vehicles shall be clean inside and out at all times.

f. Must maintain permits issued by the U S. Department of Transportation, Federal Motor Carrier Safety Administration, which gives the Vendor authority to engage in transportation as a contract carrier of passengers by motor vehicle in interstate or foreign commerce.

g. Vendor must provide documentation to show that Vendor and each transportation agent has received complete training in all phases of inmate transport and is properly licensed in accordance with all state and federal requirements for handling inmates. Vendor must also

provide a copy of the permit issued by the U.S. Department of Transportation, Federal Motor Carrier Safety Administration, which gives the Vendor authority to engage in transportation as a contract carrier of passengers by motor vehicle in interstate or foreign commerce.

16. **Vendors Input**

Vendors must provide the following information with their bid package. Address each issue as listed in section 5.1.14 and provide the following:

- a. Executive Summary containing your experience in the field of extradition and transportation of inmates.
- b. Vendor must provide documentation to show that Vendor and each transportation agent has received complete training in all phases of inmate transport and is properly licensed in accordance with all State and Federal requirements for handling inmates.
- c. Vendor must also provide a copy of the permit issued by the U S. Department of Transportation, Federal Motor Carrier Safety Administration, which gives the Vendor authority to engage in transportation as a contract carrier of passengers by motor vehicle in interstate or foreign commerce.
- d. A minimum of five (5) law enforcement agency references where they have provided similar services as specified herein to include name, address, phone number and contacts.
- e. Vendor shall provide information regarding their qualifications as follows:
 1. Transportation for all security levels (I, II, III, and IV) including AD-SEG;
 2. Mentally Ill patients;
 3. Juveniles;
 4. Specialty medical transports;
 5. Flex transports; and
 6. Air transports.

5.2. Additional Services

Medical Conditions that exclude persons from around transport eligibility include, but are not limited to, the following:

1. Cardiovascular problems requiring medication or prescribed procedures;
2. Diabetics whereby prescribed medication must be injected and/or refrigerated;
3. Epilepsy whereby seizure activity is not adequately controlled;
4. Pregnancy;
5. Fractured bones requiring casts or braces designed to immobilize injured areas;
6. Critical wounds;

7. Communicable diseases or any other medical condition that may place the passenger, transport personnel and other passengers at risk;
8. HIV positive or AIDS;
9. Inmates in excess of 280lbs will require additional charge for transport;

***Special Requests** - Release Dates, Court Dates, Specific Pick-up/Drop-off, IAD

****Custom Transport:** Any non-standard transport that would require special concessions to be made to safely transport the offender.

*****Limited Service Areas** - Areas of the Country that are not within our normal routes and are transported by Flight only: WA, OR, NE, ND, SD, MT, ID, WY, HI, AK, ME (US Territories Included)

6. Price Sheet

All pricing shall be in United States Dollars (USD).

Note: All shipping/delivery charges are to be included in the unit cost, unless noted below.

Line Item	Description	Unit of Measure	Unit Cost	No Bid
1	Same Day Pickup / State & Federal Prison	per mile		
2	Cost per Mile: Adult Male Inmate	per mile		
3	Cost per Mile: Adult Female Inmate	per mile		
4	Cost per Mile: Juvenile Male Inmate	per mile		
5	Cost per Mile: Juvenile Female Inmate	per mile		
6	Cost per Mile: Mentally Ill Transport	per mile		
7	Cost per Mile: Medical Transport	per mile		
8	Or Set Rate: Medical Transport (Wheelchair, special condition, or modification)	per mile		

Line Item	Description	Unit of Measure	Percentage	No Bid
9	Discount for multiple inmates (if more than one prisoner picked up/dropped off/same location)	per trip		

Line Item	Description	Unit of Measure	Unit Cost	No Bid
10	Minimum Trip Fee	Each		
11	*Special Requests	Each		
12	**Medical and Custom Transports (case-by-case)	Each		
13	***Limited Service Areas (case-by-case)	Each		