



Blount County Purchasing

385 Court Street, Maryville, TN 37804-5906
865-273-5740 Fax 865-273-5746

CONTRACT AWARD

Contract No. 2014-2351

To: The Summerill Group, LLC
Attn: Joseph Summerill
1250 Connecticut Avenue, Suite 200
Washington, DC 20036

Re: Blount County RFP No. 2014-2351
Consulting Services for the Blount County Sheriff's Office

The Summerill Group, LLC has been awarded the above-mentioned RFP. The Request for Proposal and your proposal response are incorporated herein by reference. Authorization to furnish services will be made via purchase order signed by the County Purchasing Agent and Finance Director or other designated personnel.

BLOUNT COUNTY, TENNESSEE

By: Teresa Johnson
Purchasing Agent

Date: 6/29/15



June 2, 2015

Blount County Purchasing Department
Blount County Courthouse, Room 319
385 Court Street
Maryville, TN 37804-5906

RE: Proposal of The Summerill Group, LLC in Response To RFP No: 2014-2351

Dear Madame or Sir:

This constitutes a proposal by The Summerill Group, LLC in response to RFP No: 2014-2351, in which Blount County, Tennessee seeks "Consulting Services for the Blount County Sheriff's Office."

SUMMERILL GROUP UNDERSTANDING OF HOW TO NEGOTIATE USMS IGA.

The following are details that demonstrate The Summerill Group, LLC's understanding of the interplay between the regulations (including A-87 Cost Principals) and local jail operations. For over ten years, The Summerill Group, LLC has negotiated fixed price contracts, cost reimbursement contracts, and financial intergovernmental agreements between local county governments and the Federal government.

Historically, the U.S. Marshals Service (USMS) paid local Sheriffs "reasonable and actual costs" for housing federal prisoners in local jails pursuant to guidelines set out in OMB Circular A-87. These costs were calculated on Form USM-243 entitled "Cost Sheet For Detention Services" resulting in a federal per diem rate, chargeable to USMS under a cost reimbursement type Intergovernmental Service Agreement (IGSA) between the federal government and the Sheriff.

Local governments housing federal prisoners now negotiate a firm fixed price per diem rate agreement, called e-IGA, with USMS. The rules governing how the agreement's per diem rate is calculated are complex process -- instead of just reimbursing Sheriffs with a rate replicating jail operating expenses, USMS now calculates a "core-rate" for each local jail housing federal prisoners. This rate is comparable to an independent government cost estimate and establishes the government's negotiating position.

This core rate takes into consideration several elements (including market factors, U.S. Dept of Labor wage rates, etc.). However, the most significant factor -- in our opinion -- remains the local

jail's operating costs. These costs are calculated using "Jail Operating Expense Information" (JOEI) and are based on both actual (OMB Circular A-87 type) and projected costs for personnel, benefits, care and treatment, general operating expenses (i.e., utilities, office supplies, etc.), vehicle operation, safety and sanitation costs and insurance costs. When formulating the core rate, USMS compares this data against per diem rates paid at comparable sized jails in similar regions, as well as the history of costs (and per diem rates) at that particular facility.

The key to successfully negotiating a new e-IGA per diem rate for the Blount County Sheriff's Office; therefore, is the ability to develop an algorithm which reflects both the regulatory boundaries of OMB Circular A-87, while at the same time maximizes all allowable costs associated with the facility. In other words, the Sheriff's Office must not only capture the direct costs of the facility, but accurately (and proportionately) allocate indirect costs for ancillary functions, including accounting and payroll services, K-9 services, background checks, detective services, etc. Similar consideration must be given to depreciation costs for equipment, including computers, radios, anti-terrorism equipment, etc. Finally, the Sheriff's Office must add to the equation building depreciation costs including annexes, capital improvements, utility upgrades, etc.

SUMMERILL GROUP TEAM FOR BLOUNT COUNTY SHERIFF PROJECT.

For this project, to negotiate a new USMS e-IGA per diem rate for the Blount County Sheriff's Office, The Summerill Group, LLC team will be made up of the following individuals:

Joe Summerill is the Managing Principal of The Summerill Group, LLC. Joe specializes in working with the Department of Justice's Federal Bureau of Prisons, United States Marshals Service and the Department of Homeland Security's Immigration and Customs Enforcement. Before entering private practice, Mr. Summerill was the chief contracts attorney for the U.S. Department of Justice, Federal Bureau of Prisons, advising the agency on various commercial issues, including the negotiation, award, and administration of contracts and intergovernmental service agreements for prison services and construction.

Michele Sharpe is the Senior Grants Officer for The Summerill Group, LLC. Michele specializes in the preparation and submission of Intergovernmental Service Agreement proposals to the US Marshals Service and Immigration & Customs Enforcement. Ms. Sharpe understands the rules and regulations, including A-87 Cost Principals, necessary to build federal per diem rates with allowable and allocable jail and law enforcement operating cost. Ms. Sharpe has developed internal algorithms which can assist local government in calculating per diem rates. Finally, Ms. Sharpe is well versed in wage and benefit rates both under collective bargaining agreements and the Department of Labor Wage Determination.

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STEPS FOR NEGOTIATING A NEW PER DIEM RATE.

The Summerill Group, LLC will take the following steps to meet the Blount County Sheriff's Office goals to negotiate a new e-IGA with USMS which includes a new higher per diem rate and a new higher transportation/ guard service rate:

- First, The Summerill Group, LLC shall work with Blount County Sheriff officials to collect all allowable and allocable economic data regarding the costs associated with the current and future operation of the Blount County Jail / Blount County Justice Center.
- Mr. Summerill's team will then build Blount County's new federal per diem rate, utilizing various methodologies -- for example, it may be necessary to utilize a two-step allocation process depending on how the Sheriff's Office and the County's cost centers are designated.
- Next, Mr. Summerill will then present to Sheriff Berrong a draft proposal to submit to USMS. We will also research neighboring County federal per diem rates and make a strategic recommendation regarding the submittal of Blount County's proposal to USMS.
- Upon Sheriff Berrong's approval, Mr. Summerill's team will then submit the proposal (for the new per diem rate and the new transportation / guard service rate) to USMS and start working with USMS officials to ensure that the County's proposal is reviewed and negotiated.
- After the proposal is submitted to USMS, we will immediately work with the DOJ Office of the Federal Detention Trustee (OFDT) to answer their questions regarding the format of the proposal submitted. Upon OFDT's approval, the proposal will be forwarded to USMS for negotiation.
- The USMS grants officer will then need at least 30 days to review our data submitted through the eIGA website. During that time, we will work with the local USMS District Office to answer any of their questions regarding the proposal. The USMS grants officer will want a memorandum of support from that local office.
- Next, we will then request that USMS start negotiations. The USMS grants officer will use different price analysis techniques to assess the fairness and reasonableness of Blount County's proposed per diem rate. For example, the grants officer will calculate an "adjusted core rate" by applying certain facility characteristics to an "econometric model." We will work with the grants officer as she goes through this analysis. We will then partner with the Sheriff to conduct the actual negotiations with USMS. During those negotiations, we will supply USMS with all necessary data and back up material to support the per diem rate request.
- Once the USMS grants officer determines a new per diem rate and transport rate, we will review that offer with Sheriff Berrong and make a recommendation as to whether Blount County should accept the offer or, instead, continue negotiations. Once the Sheriff and

USMS agree upon new rates, we will work with the USMS grants officer to answer any remaining questions during the finalization process.

TIME FRAME FOR BLOUNT COUNTY SHERIFF PROJECT.

Once authorized to proceed by Blount County, Mr. Summerill will submit a new per diem rate and transportation / guard service rate proposal to USMS within 15 -20 days. However, no proposal will be submitted to USMS without the County's approval. If submitted by June 30, 2015, Mr. Summerill anticipates that negotiations with USMS will begin approximately August 1, 2015. Our goal will be the finalization of a new e-IGA per diem rate for the Blount County Sheriff by September 30, 2015.

PAST CLIENTS FOR SUMMERILL GROUP, LLC

The following is a list of three (3) past clients for The Summerill Group, LLC and a summary detailing the scope and outcome of the work performed:

- Lt. Jason Maydak; Boone County Jail (Kentucky); 859-334-8441; jmaydak@boonecountky.org – The Summerill Group, LLC was hired by the Boone County Jailer on October 11, 2014. The Jailer had an existing per diem rate of \$44.65. As a result of The Summerill Group, LLC's assistance, the Jailer was able to negotiate a new e-IGA per diem rate of \$55.00 and a new transport rate of \$25.00.
- Major Lora McFee; Pinellas County Sheriff's Office (Florida); 727-464-7080; lmcfee@pcsonet.com – The Summerill Group, LLC was hired by the Pinellas County Sheriff on August 8, 2014. The Sheriff had an existing per diem rate of \$80.00. As a result of The Summerill Group, LLC's assistance, the Sheriff was able to negotiate a new e-IGA per diem rate of \$ and a transport rate of \$88.00. The Sheriff did not seek a new transportation rate.
- Corrections Superintendent Brian Asbell; Peoria County Sheriff's Office (Illinois); 309-697-8523; basbell@peoriacounty.org – The Summerill Group, LLC was hired by the Peoria County Sheriff on July 30, 2014. The Sheriff had an existing per diem rate of \$55.00. As a result of The Summerill Group, LLC's assistance, the Sheriff was able to negotiate a new e-IGA per diem rate of \$65.00 and a new transport rate of \$30.00.

COMPENSATION FOR CALCULATING & NEGOTIATING NEW PER DIEM.

In consideration for the services described above, The Summerill Group, LLC seeks a one time, firm fixed fee of SIXTY FIVE THOUSAND DOLLARS (\$65,000.00). This fixed fee was calculated taking into consideration the complexity of the work performed and the timeframe outlined for the project.

This fee shall not be paid to The Summerill Group LLC until only after the Blount County Sheriff executes the new IGA with USMS. Ultimately, if the Sheriff decides not to sign the new IGA, no fee shall be paid to The Summerill Group LLC.

The Parties agree that The Summerill Group LLC's invoice for this project shall be paid within 15 days of the execution of the new IGA between the Blount County Sheriff's Office and USMS.

The Summerill Group, LLC will submit one invoice to the Blount County Sheriff's Office, and that invoice shall not reflect an hourly breakdown of the work performed by Mr. Summerill, but instead state: "For Services Rendered to the Blount County Sheriff In Connection With the Formation and Execution of an Intergovernmental Agreement 74-99-0026 Between the Sheriff of Blount County, TN and the U.S. Marshals Service."

ADDITIONAL INFORMATION.

The goal of The Summerill Group, LLC on this project shall be to calculate and negotiate a new e-IGA per diem rate for the Blount County Sheriff's Office of \$69 - \$71, allowing the Blount County to generate new annual revenue between approximately \$459 K and \$547 K. Currently, the Sheriff's IGA 74-99-0026 has a per diem rate of \$58.50. We do not know whether the Sheriff has a transportation / guard service Agreement with USMS; however, our goal will be to increase that transport rate so that it is more consistent with the hourly rate currently paid to Sheriff Office transport officers.

CONCLUSION.

Thank you for your consideration on this proposal in response to RFP No: 2014-2351. Please do not hesitate to contact us with additional questions.

Sincerely,



Joseph Summerill
The Summerill Group, LLC
Email: joseph@summerill.net
Direct Dial: 202-413-8884



REQUEST FOR PROPOSAL



BLOUNT COUNTY PURCHASING DEPARTMENT
385 COURT STREET
MARYVILLE, TENNESSEE 37804-5906
www.blounttn.org/purchase.aspx

Proposals are being accepted for consulting assistance on the calculation of per diem rates for the housing of federal prisoners in local jails as stated herein.

Proposers shall submit their offers in sealed envelope to:

**Blount County Purchasing Department
Blount County Courthouse, Room 319
385 Court Street
Maryville, TN 37804-5906**

Public Opening of the proposals will be held at the above address at the deadline date and time designated in the Request for Proposal (RFP).

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DATE ISSUED:	May 20, 2015
RFP NO:	2014-2351
RFP TITLE:	Consulting Services for the Blount County Sheriff's Office
RFP DEADLINE DATE & TIME:	June 4, 2015 at 1:30 p.m. Eastern Standard Time zone (E.S.T.)
RFP CONTACT:	Lauri Bell, Sr. Contract Administrator
CONTACT PHONE:	(865) 273-5740
CONTACT EMAIL ADDRESS:	<u>LBell@BlountTN.org</u>

Consulting Services for the Blount County Sheriff's Office
Terms And Conditions of the Request for Proposal

1. Addenda

No modifications to the Request for Proposal (RFP) shall be binding upon the County unless made in writing by an authorized representative of the Blount County Purchasing Department. RFP addenda, if issued, are posted on the County's website: www.blounttn.org/purchase.aspx. Prior to submitting a proposal, it is the responsibility of the proposer to ascertain that they have received all addenda issued and proposal accordingly. Addenda issued later than 48 hours prior to proposal deadline, excluding weekends and legal holidays, will result in the proposal deadline being extended.

2. Award

The right is reserved, as the interest of the County may require, to reject any and all proposals and to waive any informality in proposals received. The County reserves the right to make an award on all items or on any of the items. The County also reserves the right to not award this proposal. Contract award, if made, shall be to the responsive, responsible proposer submitting the proposal deemed most advantageous to the County. (*Responsive Proposer* is defined as a contractor, business entity or individual who has submitted a proposal that fully conforms in all material respects to the RFP and all of its requirements, including all form and substance. *Responsible Proposer* is defined as a contractor, business entity or individual who has the capacity in all respects to fully perform the contract requirements, and the integrity and reliability which will assure good faith performance.) Disputes arising from the award of this proposal must be submitted in writing to the Blount County Purchasing Agent and received no later than seven (7) calendar days from contract award date.

3. Compliance with Applicable Laws

The proposer shall comply with all laws relating to the manufacture, sale and purchases of items or services by County Governments insofar as they pertain to the purchase made under this contract.

4. Conflict of Interest

No employee, officer or agent of Blount County shall participate in the selection, or award of, or administration of a contract if a conflict of interest, real or apparent, would be involved. The County's employees, officers, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to sub-agreements.

By submission of its proposal, Contractor covenants that it has no public or private interest, nor shall acquire directly or indirectly any interest, which would conflict in any manner with the provision of its goods or performance of its contractual services. Contractor warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of Blount County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to Contractor in connection with any goods provided or work contemplated or performed relative to the agreement.

5. Declarative Statements

Statements or words such as must, shall, or will are declarative statements and the vendor must comply with the condition. Failure to comply with any such condition may result in the proposal being non-responsive and disqualified.

6. Federal Tax and State Sales Tax

Purchases by the County are not subject to any state sales or federal excise taxes. Exemption certificates shall be furnished by the County upon the Contractor's request.

7. Late Proposals

It is the responsibility of the proposer to deliver their proposal or proposal modification on or before the proposal deadline date and time. The time of record will be the date/time stamp of the Blount County Purchasing Department. Late proposals will not be considered or returned.

8. Modification or Withdrawal of Proposals

Proposals may be modified or withdrawn by signed written notice to Blount County Purchasing or in person by an authorized vendor representative provided the modification or withdrawal is received prior to the proposal deadline. A vendor representative making a modification in person shall have proper identification and shall initial the change. The vendor representative shall sign a receipt for the withdrawal of a proposal. A telegraphic notice with an authorized signature would be acceptable for proposal modification or withdrawal. It is the vendor's responsibility to confirm receipt of the modification or withdrawal. The telegraphic communications shall not reveal the proposal price but shall provide the addition, subtraction or other modifications so that the final prices or terms will not be known by the County until the sealed proposal is opened.

9. Non-Collusion

The requirements of State and Federal Antitrust Law, as well as the terms and conditions of this RFP, require that all decisions made as to matters concerning this proposal be made on an individual firm basis. By signing this proposal, the proposer certifies that no company employees, agents, or representatives colluded in any respect with any other person or firm as to the terms and conditions of the company's proposal. Any concerted activity with respect to this proposal will be reported to the Antitrust Division of the Office of the Attorney General, State of Tennessee.

10. Notification to County

If no proposal is to be submitted in response to this RFP notice should be given to the County if the recipient wishes to remain on the County's vendor list for future solicitations.

11. Proposal Acceptance

Proposals shall be held firm and subject to negotiation and acceptance by the County for a period of 60 calendar days from the proposal deadline, unless proposer indicates otherwise in their proposal. If awarded the proposal within the time frame specified, proposer agrees to furnish all supplies/services described or specified at the negotiated terms.

12. Public Information

The vendor understands that any material supplied to the County may be subject to public disclosure under the Tennessee Open Records Act, T.C.A. § 10-7-501 et seq.

Consulting Services for the Blount County Sheriff's Office
Terms And Conditions of the Request for Proposal

13. Qualifications of Proposers

The County may make such investigations as are deemed necessary to determine the ability of the proposer to perform the work and the proposer shall furnish all such information and data for this purpose as the County may request. The County reserves the right to reject any proposal if the evidence submitted by or investigation of such proposer fails to satisfy the County that such proposer is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

14. Restrictive or Ambiguous Specifications

It is the responsibility of the prospective proposer to notify Blount County Purchasing if there is a question as to the specifications or proposalding procedures being formulated in a manner that would unnecessarily restrict competition. Any such question must be received no less 96 hours prior to the proposal deadline, excluding weekends and legal holidays. These requirements also apply to specifications or procedures that are in error or ambiguous.

15. Subcontracts

The proposer is specifically advised that any person, firm, or other party to whom it is proposed to award a subcontract under this contract must be acceptable to and approved by the County.

16. Submissions of Proposals

(A) Proposals shall be signed by an authorized company official, enclosed in a sealed envelope and addressed to the Blount County Purchasing Department, 385 Court Street, Maryville, Tennessee 37804-5906. The name and address of the proposer shall be identified on the face of the envelope along with the proposal number and title.

(B) Blount County does not accept proposals by facsimile or any electronic transmission. See Clause 8 under Terms and Conditions of the Request for Proposal regarding proposal modifications or withdrawal.

(C) Proposers are cautioned to check their proposal for compliance, otherwise the proposal may be subject to disqualification for award.

Consulting Services for the Blount County Sheriff's Office
Terms and Conditions of Purchase

1. Acts of God

Neither party shall be liable for delays, or defaults in the performance of this contract due to Acts of God or the public enemy, riots, strikes, fires, explosions, accidents, governmental action of any kind or any other causes of similar character beyond their control and without their fault or negligence.

2. Bankruptcy or Insolvency

In the event of any voluntary or involuntary proceedings by or against either party in bankruptcy or insolvency, or for the appointment of a receiver, trustee or an assignee for the benefit of creditors of the property of seller, or in the event of breach of any of the terms hereof including the warranties of the seller, the County may cancel this contract or affirm the contract and hold the seller responsible for damages.

3. Contract Modification

Upon contract award by the County, the RFP including any addenda and the successful proposer's response constitute the contract. Any changes hereto or additional contract documents must be in writing and accepted by both parties. The County Purchasing Agent is the agent of the County with authorization to modify the contract.

4. Definitions

A. The "County" is Blount County, Tennessee, and includes its designated representatives.

B. The "Contractor" is those mentioned as such "contractor, seller, vendor, supplier", in the contract and includes their designated representatives.

C. The "Specifications" includes instructions to proposers, the terms and conditions of purchase, the definitions and the technical specifications of the work.

D. A "Subcontractor" is a person, firm or corporation having a contract with the Contractor to furnish labor and materials or both, or who performs services of the project.

E. "Calendar Days" are consecutive days, as occurring on a calendar, without regard to the day of the week, month, year, or holidays.

F. The National Institute of Governmental Purchasing (NIGP) Online Dictionary of Procurement Terms, at www.nigp.org, will govern on questions as to any other definition in this contract.

5. Equal Opportunity

It is the policy of the County to ensure compliance with Title VI of the Civil Rights Act of 1964, 49 CFR, Part 21 and related statutes and regulations to the end that no person shall be excluded from participation in or be denied benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance or any other funding source on the grounds of race, color, sex, national origin, or ancestry. By virtue of submitting a response to this solicitation, vendors agree to comply with the same non-discrimination policy.

6. Independent Contractor

Contractor shall acknowledge that it and its employees serve as independent contractors and that Blount County shall not be responsible for any payment, insurance, or incurred liability.

7. Inspection and Acceptance

The Contractor shall be responsible for all material or service until they are delivered and accepted. No material or service received by the County pursuant to this contract shall be deemed accepted until the County has had reasonable opportunity to inspect said material or service. All material discovered to be defective or does not conform to any warranty of the seller herein, upon initial inspection or at any later time if the effects contained in the material were not reasonably ascertainable upon inspection, may be returned at the seller's expense for full credit or replacement. No goods returned as defective will be replaced without buyer's written authorization. Such return shall in no way affect the County's discount privileges or exclude any other legal, equitable or contractual remedies the County may have therefore. Performance of services shall be completed to the County's satisfaction.

8. Invoices

Invoices shall be submitted to address as noted on Purchase Order. Invoices shall contain the following information: purchase order number, item number, contract description of supplies or services, quantities, unit prices and extended totals. Delay in receiving invoices and errors in omissions on statements or invoices will be considered just cause for withholding settlement without losing privileges.

Any language contained on any invoice, shipping order, bill of lading or other document furnished by the seller at any time and the acceptance by the County of any goods/services to be furnished hereunder accompanied by any such document shall not be construed as an acceptance by the County of any terms or conditions contained in such document which are inconsistent with the terms and conditions set forth in the contract. Any different or additional terms contained in the seller's acceptance are hereby objected to.

9. Limitations of Liability

In no event shall Blount County be liable for any indirect, incidental, consequential, special, or exemplary damages or lost profits, even if Blount County has been advised of the possibility of such damages.

10. Notice and Service Thereof

Any notice to any contractor from the County relative to any part of this contract will be in writing and considered delivered and the service thereof complied when said notice is posted with said contractor or his authorized representative.

11. Provisions Required by Law Deemed Inserted

Each and every provision of law and clause required by law to be inserted in this contract will be deemed to be inserted herein and the contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract will forthwith be physically amended to make such assertion or correction.

12. Registration

Vendors may register with Blount County Purchasing under Vendor Registry on the Blount County Purchasing Department website at www.blounttn.org/purchase.aspx. Upon completion, it is the responsibility of the vendor to keep

Consulting Services for the Blount County Sheriff's Office
Terms and Conditions of Purchase

their information current on this same website. Blount County may request that the vendor registration be completed prior to contract award.

13. Remedies

Blount County shall have all rights and remedies afforded under the U.C.C. and Tennessee law in contract and in tort, including but not limited to, rejection of goods, rescission, right offset-off, refund, incidental, consequential and compensatory damages and reasonable attorney's fees.

14. Right to Inspect

Blount County reserves the right to make periodic inspections of the manner and means the service is performed or the goods are supplied.

15. Severability

If any provision of this Contract is declared illegal, void, or unenforceable, the remaining provisions shall not be affected but shall remain in force and in effect.

16. Termination of Contract

If the Contractor or any of his subcontractors fails to perform or comply with any provision of this contract, the County may consider such failure or noncompliance a breach of contract and reserves the right to terminate the contract at any time, in whole or in part, in the sole judgment and discretion of the Purchasing Agent. Blount County expressly retains all its rights and remedies provided by law in case of such breach, and no action by Blount County shall constitute a waiver of any such rights or remedies. If the contract is so terminated, the County may purchase, upon such terms and in such manner as the County Purchasing Agent may deem appropriate, supplies or services similar to those so terminated and the Contractor will be liable for excess cost occasioned thereby. In the event the contract is terminated by the County for due cause, the vendor may be barred from proposal on County contracts for a period of 12 months.

17. Warranty

The seller expressly warrants that all goods and work covered by this contract will conform to each and every specification, drawing, sample or other description which is furnished to or is adopted by the County and that they will be fit and sufficient for the purpose intended, merchantable, of good material and workmanship, and free from defect. Such warranty shall survive delivery and shall not be deemed waived either by reason of the County's acceptance of said goods or work or by payments for them.

Consulting Services for the Blount County Sheriff's Office

Special Provisions

The Blount County Sheriff's Office (BCSO) is seeking proposals for consulting assistance on the calculation of per diem rates for the housing of federal prisoners in local jails including the negotiation of those rates with the U.S. Marshall's Service (USMS) and/or Immigration & Customs Enforcement (ICE).

Evaluation and Award

Proposals shall be evaluated on the services offered as well as the experience and capability of the vendor. Award, if made, will be to the responsible, responsive vendor submitting the proposal that is most advantageous to the County. Proposers may be invited to make a presentation to the County. The County reserves the right to negotiate any contract terms.

Proposal Submittal

The following information shall be addressed in your proposal. It is requested that you submit your qualifications in this form and order for ease of review:

1. Details that demonstrate the vendor understands the interplay between the regulations (including A-87 Cost Principals) and local jail operations.
2. List of the vendor's team who will be assigned to the project, including a brief biography.
3. Steps the vendor will take to meet the County's goals to negotiate a new Intergovernmental Agreement (IGA) with USMS which includes a new higher per diem rate and a new higher transportation/guard service rate.
4. An idealistic timeframe for the project.
5. A list of at least three (3) past clients and a summary detailing the scope and outcome.
6. A negotiable compensation plan for services to be paid only upon an executed IGA between Blount County and USMS and/or ICE.
7. Any additional information not mentioned that you prefer to include.

Vendor shall submit one (1) original signed proposal and two (2) exact copies in a sealed envelope referencing the RFP number, title and deadline. Include the phone number and email address of the contact person for your company who would address questions relating to the proposal. Sealed proposals must be received by Blount County Purchasing no later than **June 4, 2015 at 1:30 p.m. E.S.T.**

Title VI

For Title VI Compliance, the County of Blount requests voluntary disclosure of the following information, related to the owner/operator of the company:

Company Name: _____

Address: _____

Phone Number: () _____ Fax Number: () _____

Authorized Signature

Date

Business Ownership (Check One or More)	Ownership Ethnicity (Check Only One)
<input type="checkbox"/> D Disabled (Minority Owned)	<input type="checkbox"/> C Caucasian
<input type="checkbox"/> G Government Owned	<input type="checkbox"/> B Black/African American
<input type="checkbox"/> E Race/Ethnic Background (Minority Owned)	<input type="checkbox"/> H Hispanic
<input type="checkbox"/> N Non-Minority Owned	<input type="checkbox"/> A Asian
<input type="checkbox"/> F Female (Minority Owned)	<input type="checkbox"/> I American Indian or Alaskan Native
<input type="checkbox"/> M Male (Minority Owned)	<input type="checkbox"/> N Native Hawaiian or other Pacific Islander
<input type="checkbox"/> P Non-Profit Organization	<input type="checkbox"/> O Other (Specify)

Bid/Proposal No. (if applicable): **2014-2351**

Bid/Proposal Title: **Consulting Services for the Blount County Sheriff's Office**

Date of Bid/Proposal Deadline: **June 4, 2015 at 1:30 p.m. (E.S.T.)**

The County of Blount complies with Title VI of the Civil Rights Acts of 1964, as codified in 42 U.S.C. 2000D, which states that:

No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving federal financial assistance.

The County of Blount does not discriminate on the basis of disability in the admission or access to, or treatment of employment in, its program or activities and is in compliance with ADA (American with Disabilities Act of 1990) 42 U.S.C. 12101.

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>	
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number	
[] [] [] []	- [] [] - [] [] [] [] [] []
or	
Employer identification number	
[] [] [] [] [] [] [] []	- [] [] [] [] [] [] [] [] [] [] [] []

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶ _____	Date ▶ _____
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.