



# COUNTY OF COLE JEFFERSON CITY, MISSOURI

REQUEST FOR PROPOSAL

## 2016-30: PRISONER TRANSPORTATION SERVICES

*SUBMISSIONS SHALL BE ACCEPTED UNTIL*

**FRIDAY, AUGUST 26 at 9:00 a.m. DST**

*AND RECEIVED AT:*

**COLE COUNTY COMMISSION  
311 EAST HIGH STREET, ROOM 200  
JEFFERSON CITY, MO 65101**

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Direct Contact Name (Typed/Printed)

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
Title

\_\_\_\_\_  
City/State/Zip

\_\_\_\_\_  
Email

\_\_\_\_\_  
Office Telephone Number

\_\_\_\_\_  
Direct Line or Extension

I hereby certify that I am submitting the following information on behalf of the above-referenced company and understand that by virtue of executing and returning with this response this REQUIRED RESPONSE FORM, I further certify full, complete and unconditional acceptance of this solicitation and all attachments and the contents of any Addendum released hereto. (Submission must be signed by an officer or employee having authority to legally bind the respondent.)

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Name (Typed/Printed)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

# REQUEST FOR PROPOSAL

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Sealed responses will be accepted by the Cole County Commission for consideration in provision of the following:

## **2016-30 PRISONER TRANSPORTATION SERVICES**

Submissions will be received at the office of the Cole County Commission, 311 East High Street, Room 200, Jefferson City, Missouri until 9:00 a.m. on Friday, August 26, at which time they will be publicly opened and taken under advisement. Bidders should be aware that submissions are public record under state law. Specifications are available at [www.colecounty.org](http://www.colecounty.org) or by contacting Jennifer Prenger at [jprenger@colecounty.org](mailto:jprenger@colecounty.org) or (573) 634-9168.

NEWS TRIBUNE: July 31, August 7 & 14  
Legal Notices  
Cole County Commission  
311 East High Street  
Jefferson City MO 65101

# COLE COUNTY COMMISSION

COMMISSION  
(573) 634-9110

*PURCHASING*  
1736 SOUTHRIDGE DRIVE  
JEFFERSON CITY, MISSOURI 65109

PURCHASING  
(573) 634-9168

## REQUEST FOR PROPOSAL

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### 1.0 OVERVIEW

**1.1 NOTIFICATION.** The purpose of this Request for Proposals (RFP) is to inform potential respondents of a bid opportunity to furnish Prisoner Transportation Services related to the extradition of prisoners. The service shall include interstate and intrastate transportation, security, control and maintenance of the prisoners' welfare from the time the contractor takes custody until the prisoners are delivered to the scheduled point of destination.

Respondents are responsible for being thoroughly familiar with all specifications and requirements of this solicitation. Failure to examine any relevant document or provision thereof will not relieve the successful respondent from any obligation under this bid. Qualified organizations are invited to prepare an offer in response to this document and in doing so, concur with all terms, conditions, specifications and addenda to this bid unless specifically noted otherwise in a separate section titled "EXCEPTIONS" within their submission.

**1.2 QUESTIONS, REQUESTS FOR CLARIFICATION OR INTERPRETATION.** Respondents are advised that all questions concerning the meaning or intent of these specifications must be submitted **IN WRITING** and received at least five (5) business days prior to the date scheduled for bid opening. All inquiries shall be directed to:

**Jennifer Prenger, Purchasing Agent**  
**[jprenger@colecounypurchasing.org](mailto:jprenger@colecounypurchasing.org)**

As of the issuance date of this solicitation and continuing until the final date for acceptance of submissions, **all respondents are specifically directed not to discuss, hold meetings, conferences, or technical discussions with any County employee for the purpose of responding to this solicitation except as otherwise permitted by this bid document.** Respondents should not otherwise ask any County officials or employees questions about the bid or related issues, either orally or by written communication. Respondents directly contacting other County employees risk elimination from further consideration.

**1.3 ISSUANCE OF ADDENDA.** Every attempt shall be made to ensure that all written questions receive an adequate and prompt response. However, in order to maintain a fair and equitable bid process, all respondents will be advised of any questions submitted, the County's response, and any other pertinent information related to this solicitation via the issuance of addenda, which will be posted at [www.colecounty.org](http://www.colecounty.org). An addendum may contain information that could affect bid responses. **It shall be the responsibility of the respondent to verify whether or not any addenda have been issued prior to submitting a bid response to Cole County.**

All issued addenda are incorporated by reference as if fully set out herein. Respondents are cautioned that the only official position of Cole County is that which is issued by Cole County in these specifications or by addendum/amendment thereto. No other means of communication, whether written or oral, shall be construed as a formal or official response or statement. The County assumes no liability if a respondent fails to incorporate addenda into their bid. Failure to have requested an addendum covering any questions affecting the interpretation of these specifications shall not relieve the awarded party from delivering the completed project, product and/or service in accordance with the intent of these specifications.

**1.4 SUBMISSION REQUIREMENTS.** A fully executed bid, including the specification pages comprising this invitation and any related illustrative documentation and/or issued addenda shall be:

- submitted in a sealed envelope identified by bid number, bid title, and bid opening date/time;
- complete and signed by an official authorized to obligate the agency or company submitting the bid;
- inclusive of (1) complete original bid and two (2) exact duplicates.

It is the responsibility of each respondent to deliver its submission to the office of the Cole County Commission, 311 East High Street, Room 200, Jefferson City, Missouri on or before the date and exact time indicated for public bid opening. Fax and email submissions will not be considered. Responses will be time and date stamped; those received late will be determined non-responsive and returned unopened to the sender **without exception**.

**1.5 BID OPENING.** Submissions will be publicly opened in the Cole County Commission Chambers on Friday, August 26 at 9:00 a.m. Central. Respondents and the public are invited but not required to attend the formal bid opening. All documents will be made available for public inspection, but no decision relating to the award of the contract or agreement will be made at the bid opening.

**1.6 ADVICE OF AWARD.** A bid tabulation of responses received will be included with the award notification letters sent, via email, to all bidders who submitted a response upon bid award.

## **2.0 TERMS AND CONDITIONS**

**2.1 INCURRING COSTS.** Cole County shall not pay for any information requested herein nor be obligated or liable for any cost incurred by any respondent in submitting a response.

**2.2 RESERVATIONS.** The right is hereby reserved to reject any and/or all submissions for any reason, in part or in whole, received in response to this solicitation; to waive or not waive informalities or irregularities in any response or the bidding procedures; to request supplementary information from respondents as determined necessary to effectively evaluate responses; to cancel this solicitation, advertise for new and/or purchase off of cooperative purchasing contract(s); and to accept, request clarification or further negotiate the terms, conditions and/or methodology of any response if, in Cole County's sole judgment, the best interests of Cole County will be so served.

**2.3 MODIFICATION/WITHDRAWAL.** Receipt of written notice or an in-person request from a properly identified individual prior to the official date and time set for bid opening must occur in order to modify or withdraw a submission which has been delivered to the office of the Cole County Commission.

**2.4 VALIDITY.** Respondents agree that submissions will remain valid for consideration by the County for a minimum period of ninety (90) calendar days after the date specified for bid opening.

- 2.5 **RESPONSE MATERIAL OWNERSHIP.** All material submitted in response to this solicitation becomes the property of Cole County and may be disclosed upon proper Sunshine Law request per 610.021(12) RSMo.
- 2.6 **EXCEPTIONS.** The wording of this solicitation may not be changed or altered in any manner. Changes, additions or limiting provisions made on the invitation will render the bid informal and may cause its rejection. Taking exception to any clause in part or in whole does not necessarily disqualify a respondent; any such exception shall be clearly identified and described in full detail in the respondent's submission on a separate page clearly titled "EXCEPTIONS." Any exception will be evaluated and accepted or rejected by Cole County, whose decision shall be final and conclusive. In the absence of such declaration(s), the response shall be accepted as in strict compliance with all terms, conditions, and specifications requested and the awarded party shall be held responsible for providing the product or service accordingly.
- 2.7 **RESTRICTIVE LANGUAGE.** It shall be the responsibility of respondents to ask questions, request changes or clarification, or otherwise advise Cole County if any language, specification or requirement of this solicitation appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit responses to a single source. Such notification must be directed to the Purchasing Agent and received at least five (5) business days prior to the date set for bid opening.
- 2.8 **INTERPRETATION.** If the bidder has any questions which arise concerning the true meaning or intent of the Plans, Specifications or any part thereof, which affect the cost, quality, quantity, or character of the project or service, he shall request in writing that an interpretation be made and an addendum be issued which shall then be posted at [www.colecounty.org](http://www.colecounty.org). Failure to have requested an addendum covering any questions affecting the interpretations of the Plans and Specifications shall not relieve the successful respondent from delivering the product, service or completed project in accordance with the intent of the Plans and Specifications. Should any differences arise as to the meaning or intent of these specifications, Cole County's interpretation shall be final and conclusive.
- 2.9 **QUALIFICATIONS OF RESPONDENTS.** Cole County may make such investigations as deemed necessary to determine the ability of any respondent to provide the product and/or service described herein. Respondent shall furnish to the County all such information and data for this purpose that the County may request. The County reserves the right to reject any submission if the evidence submitted by the respondent or investigation of such respondent fails to satisfy the County that such respondent is properly qualified to carry out the obligations of the contract and/or to complete the work contemplated herein.
- 2.10 **PRICES.** Prices must be stated in units of quantity specified and must be firm. Bids qualified by escalator clauses may not be considered.
- 2.11 **TAX EXEMPTION.** Cole County is funded by public monies and as such has been approved by the State of Missouri for sales/use tax-exempt status. The Missouri tax identification number and certificate is available to the awarded party upon request.
- 2.12 **ACCEPTANCE.** No equipment, supplies, materials and/or services received by Cole County pursuant to this solicitation shall be deemed accepted until the County has had reasonable opportunity to inspect. Cole County reserves the right to reject anything that does not comply with reasonable expectations based on the specifications outlined herein.

- 2.13 **DELIVERY.** The delivery date(s) or when work will start shall be stated in definite terms as they may be taken into consideration when making award. Cole County reserves the right to cancel all or any part of an order or service if delivery is not made or work not started as guaranteed.
- 2.14 **REGULATIONS.** In submitting a bid, the respondent warrants that it has complied with all applicable laws, rules, regulations and ordinances of the United States, Missouri or any other governmental authority or agency in providing the product(s) or service(s) specified herein. The awarded party shall bear the responsibility to apply for, pay for, and obtain any required permit, license, and/or inspection required.
- 2.15 **APPLICABLE LAW.** In submitting a bid, the respondent warrants that it has complied with all applicable laws, rules and ordinances of the United States, Missouri or any other governmental authority or agency in providing the product(s) or service(s) specified herein. Any contract resulting from this solicitation is to be interpreted by the laws of Missouri. The parties agree that the proper forum for litigation arising out of the contract resulting from this solicitation is Cole County, Missouri.
- 2.16 **INTERPRETATION OF DOCUMENTS.** Should any differences arise as to the meaning or intent of these specifications, Cole County's interpretation shall be final and conclusive.
- 2.17 **AS NEEDED, IF NEEDED.** The contractor shall provide product or service on an "as needed, if needed" basis for Cole County in accordance with the provisions and requirements stated herein. The resulting contract does not guarantee that all purchases of this nature will go to the successful respondent(s), but rather establishes a primary vendor(s). Any usage quantities included in this request are based on estimated need; Cole County reserves the right to increase or decrease quantities to meet actual needs and maintain the quoted pricing.
- 2.18 **EVALUATION.** The County's sole purpose in the evaluation process is to determine from among the responses received which one is best suited to meet the County's needs at the lowest possible cost. Any final analysis or weighted point score does not imply that one Bidder is superior to another, but simply that in our judgment the Contractor selected appears to offer the best overall solution for our current and anticipated needs at the lowest possible cost.
- 2.19 **BASIS OF AWARD.** Award shall be made to the lowest responsible bidder(s) whose offer best responds to the quality, capacity, and service requirements of Cole County, as determined by the County. Award may be made on an item-by-item basis to the lowest and best bids or award may be made to the lowest and best bid overall, whichever the County determines is in its best interest.
- 2.20 **PREFERENCE.** In making bid awards, Cole County shall give preference to all firms, corporations, or individuals that maintain office or places of business within the County of COLE when the quality of the commodity or performance promised is equal or better and the price quoted is the same or less.
- 2.21 **COOPERATIVE PROCUREMENT.** Respondents may choose whether or not to participate in cooperative purchasing. Various State Agencies, City and County Offices may or may not request an unknown quantity of goods or services under this bid during the bid period or resulting agreement period at the same prices, terms and conditions stated herein.

It is agreed and understood that each participating political subdivision will make its own separate contract with the successful respondent, that each participating political subdivision shall only be liable to the successful respondent for materials or supplies contracted for by that political subdivision without any liability for purchases contracted for by any other participating political subdivision, and each

successful respondent shall be required to bill each participating political subdivision directly for those materials or supplies for which it has purchased.

In the event of any dispute between a political subdivision and a successful bidder arising after a contract of purchase has been executed, such dispute shall be handled by and between the particular political subdivision affected and the contractor.

## 2.22 **CONTRACT TERMINATION.**

**2.26.1 TERMINATION FOR DEFAULT.** If, through any cause, the awarded party shall fail to fulfill, in a timely and proper manner, its obligations under the contract resulting from this solicitation, or if the awarded party shall violate any of the covenants, agreements, or stipulations of said contract, Cole County shall thereupon have the right to terminate this contract for cause by giving written notice to the awarded party of its intent to terminate and at least ten (10) calendar days to cure the default or show cause why termination is otherwise not appropriate. In the event of termination, all finished or unfinished documents, data, studies, survey, drawings, maps, models, photographs, and reports or other material prepared by the awarded party under this contract shall, at the option of Cole County, become its property, and the awarded party shall be entitled to receive just and equitable compensation for any services and supplies delivered and accepted. The awarded party shall be obligated to return any payment advanced under the provisions of this contract.

Notwithstanding, the awarded party shall not be relieved of liability to Cole County any damages sustained by the County by virtue of any breach of the contract by the awarded party, and the County may withhold any payment to the awarded party for the purpose of mitigating its damages until such time as the exact amount of damages due the County from the awarded party is determined.

If after such termination it is determined, for any reason, that the awarded party was not in default, or that the awarded party's action/inaction was excusable, such termination shall be treated as a termination for convenience.

**2.26.2 TERMINATION FOR CONVENIENCE.** The performance of work under the contract resulting from this solicitation may be terminated by Cole County in whole or in part at such time that the Cole County Commission determines that such termination is in the best interest of Cole County. Any such termination will be affected by delivery to the awarded party of a letter of termination specifying the extent to which performance of work under the contract is terminated and the date upon which such termination is effective.

After receipt of a termination letter the awarded party will:

- Stop work on the contract on the date and to the extent specified in the letter.
- Place no further orders for materials, services or facilities except as may be necessary to complete any portions of the work under contract not terminated.
- Complete on schedule such part of the work as will not be terminated.

## **3.0 SCOPE OF SERVICES**

**3.1 CONTRACT TERM.** It is the intent of Cole County to establish a one-year contract with the inclusion of an option for renewal under the same terms and conditions, at the County's option, for up to two (2)

additional one (1) year periods beyond the initial term. Any subsequent extension agreement must take place between Cole County and the successful respondent at least 30 days prior to contract expiration. Price adjustment for inflation for any subsequent extension must not exceed 3% (three percent) per year and must be agreeable to both parties.

### **3.2 PROJECT DESCRIPTION.**

3.2.1 Cole County, hereafter referred to as “County”, proposes to contract with an individual(s) or organizations(s), hereinafter referred to as “Contractor” for a Term of Supply contract to furnish Prisoner Transportation Services related to the extradition of prisoners. The proposal includes interstate and intrastate transportation, security, control, maintenance of the prisoners’ welfare from the time the contractor takes custody of the prisoner(s) from the scheduled point of transport origin until the prisoners are delivered to the scheduled point of destination. Subcontracting of any services specified herein shall not be acceptable. Any contractor responding with a proposal to utilize a subcontractor will not be considered.

3.2.2 The point of origin for prisoner extradition and transportation is not under the control of the County. Persons arrested under the authority of the court may be arrested anywhere; they may be located within the State of Missouri or within the Continental United States of America. The contractor is requested to submit separate proposals as detailed in this document for intrastate ground transports of prisoners within the State of Missouri and Interstate Transports within the Continental United States of America.

3.2.3 The County is not requesting proposals for the transport of prisoners with special needs such as medical conditions, mental health problems, high profile/high security risk prisoners or transportation of prisoners being extradited from the non-continental United States to include Alaska, Hawaii, and other United States Territories. The County reserves the right to evaluate transport needs in these types of special circumstances and may utilize the Contractor, another more appropriate prisoner transport service, or conduct the transport on its own.

3.2.4 The County is not requesting services related to the extradition and transportation of prisoners from foreign countries. The County retains the right to evaluate each extradition and prisoner transport need and determine if the County will handle the extradition and prisoner transport; the County will utilize the Contractor to handle the extradition and prisoner transport; or if the County will utilize a combination of County and Contractor services, or alternative service due to the specific nature and circumstances of the extradition. Examples for which the County may not use the Contractors services include; the transport of prisoners where the point of origin is a Federal Prison or Institution where the prisoner is being returned to the County based on a Writ of the Court; High Profile or High Risk Inmates requiring special planning and highly trained Special Weapons and Tactics Personnel; and short notice extraditions of prisoners on the order of the court.

### **3.3 CURRENT COUNTY PRISONER TRANSPORT OPERATIONS.**

#### **3.3.1 INTRASTATE.**

The County currently conducts all intrastate prisoner extradition and transport services within the State of Missouri. The Cole County Sheriff’s Department Transport Team conducted 195 transports within the State of Missouri during the year 2015.

### 3.3.2 INTERSTATE.

The County is not currently contracted with a specific Prisoner Transport Service for interstate extraditions and prisoner transports. The County has used multiple Prisoner Transport Services in the past or handled interstate transports itself. During the year 2015, the County used Prisoner Transport Services to extradite prisoners on 24 occasions. The transport origins include the states of Arkansas, California, Florida, Illinois, Kansas, Nebraska, Nevada, and Texas. The total interstate extradition miles were 14,892.

### 3.4 GENERAL BID SPECIFICATIONS.

- 3.4.1 The County expects the Contractor to provide the requested services with the highest professional standards, effectiveness, a highly trained staff, and in an ethical manner. The Contractor agrees to provide the specified services herein in accordance with generally accepted standards applicable to the transportation, security, control, and maintenance of the welfare of the prisoners in its custody; and shall comply with all applicable state, federal, local laws, ordinances, rules, and regulations, whether specifically detailed in this document or not, related to the services performed. The contractor shall also make available or provide copies of any documents necessary to verify compliance with the conditions of this agreement upon request of the County at any time during the effective dates of any contract agreed upon and approved as a result of this request for proposals. The Contractor shall assume the full and sole responsibility for the security, control, and welfare of the prisoners in the Custody of the Contractor until such time that the prisoners are turned over to the custody of the County.
- 3.4.2 The Contractor shall have been in the business of transporting interstate and/or intrastate prisoners for a minimum of three (3) years.
- 3.4.3 The Contractor shall have a permanent central office location, and provide ground transportation services seven (7) days per week, three hundred sixty-five (365) days per year, and twenty-four (24) hours per day.
- 3.4.4 The Contractor shall provide a twenty-four (24) hour, seven (7) day per week, communications system for their transport units to access Contractor agency decision makers.
- 3.4.5 **INTERSTATE TRANSPORTATION OF DANGEROUS CRIMINALS ACT OF 2000:** The Contractor is required to agree to and follow the Transport Standards for Interstate/Intrastate Transportation of Prisoners and Fugitives From Justice provisions of the Interstate Transportation of Dangerous Criminals Act of 2000 (Public law 106-560, 114 Stat. 2784 (42 U.S.C. 13726) enacted December 21, 2000 as amended) incorporated herein and made a part hereof.
- 3.4.6 **FEDERAL MOTOR CARRIERS SAFETY ADMINISTRATION:** Pursuant to the Motor Carrier Safety Improvement Act of 1999, the Contractor is required to agree to and follow the provisions of Section 49 Code of Federal Regulations (49 CFR) rules as published by the Department of Transportation, Federal Motor Carriers Safety Administration (FMCSA). The Contractor is required to provide their US DOT Number. Potential Contractors responding to this request for proposals may provide services using various vehicles that are regulated by the FMCSA. It is the responsibility of the Contractor to be knowledgeable and ensure compliance with the rules detailed in Section 49 CFR. The Contractor should provide a list of type, size, weight, and passenger capacity of vehicle the Contractor may use. In addition to the list of vehicle requested, the contractor should provide documents necessary to verify its compliance with 49 CFR to include:

- A. Financial Responsibility Requirements Detailed in 49 CFR, Title 49 United States Code.
- B. Operating Authority from the FMCSA.

If a Contractor believes it is exempt from obtaining Operating Authority from the FMCSA, or exempt from any of the 49 CFR rules; The Contractor shall provide a statement detailing each sections of 49 CFR it believes it is exempt from and justification for the exemption. The statement shall include the Contractor's policy and procedures it will follow in the place of the 49 CFR standards. The County reserves the right to determine the acceptability of the Contractor's policy and procedure.

- 3.4.7 The Contractor should have written policies and procedures directing the conduct of transport services; duty responsibilities of transportation staff; proper use of prisoner restraints; use of force; and general care, custody, and control of prisoners. Written Policies and Procedures shall follow reasonable and customary operating procedures consistent with published professional standards such as the American Correctional Association ([www.aca.org](http://www.aca.org)), state laws, federal laws, and related case law. The County retains the right to review the Contractor's policies and procedures at any time, and the Contractor shall provide copies of its policies and procedures upon request of the County. If the Contractor's policies and procedures conflict with the County's policies and procedures, the Contractor and the County will work together to resolve the conflict. If the Contractor does not have written policies and procedures the Contractor shall follow reasonably customary operating procedures; and the County may use its policies and procedures as a guide line for evaluating the Contractor's performance.

### 3.5 INSURANCE REQUIREMENTS

- 3.5.1 **COMMENCEMENT OF WORK.** The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and such insurance has been approved by the County. All policies shall be in amounts, and from companies' satisfactory to the County, which carry an A- or better rating as listed in the A.M. Best ([www.ambest.com](http://www.ambest.com)) or equivalent rating guide. Insurance limits below are not intended to authorize a lower insurance limit that may be required by local, state, or federal law, rule, or regulation; and the Contractor shall obtain all insurance required by local, state, or federal law, rule, or regulation related to the performance of the services detailed in this document. The following insurance requirements are in addition to any insurance specifically required in other sections of this proposal.
- 3.5.2 **GENERAL COMPREHENSIVE LIABILITY COVERAGE.** The Contractor shall obtain and maintain General Comprehensive Liability Coverage for the life of this contract. The General Comprehensive Liability Coverage shall protect them while performing work covered by this contract, from claims for damages, which may arise from operations under this contract, whether such operations be by themselves or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$1,000,000.00 per incident and \$2,000,000.00 combined single limit for any one occurrence covering bodily injury, property damage, and death.
- 3.5.3 **COMMERCIAL AUTOMOBILE FINANCIAL RESPONSIBILITY (INSURANCE).** The Contractor shall obtain and maintain Commercial Automobile Financial Responsibility in accordance with the minimum limits established by the Federal Motor Carrier Safety Administration, 49 CFR Part 387, Subpart B ([www.fmcsa.dot.gov](http://www.fmcsa.dot.gov)) based on the seating capacity and weight of the transport vehicle being used by the contractor. In addition to insurance covering the

Contractor's own vehicles, the contractor shall obtain and maintain automobile insurance to cover other automobiles not owned by the contractor, and are uninsured or underinsured, that may be determined to be at fault or responsible, either partially or in whole, for an automobile related incident involving the Contractor, its employees, its vehicles, or persons being transported.

3.5.4 **PROOF OF INSURANCE:** The Contractor shall furnish the County with Certificate(s) of Insurance which name the County as additional insured in an amount as required in the contract. The Certificate(s) shall contain a description of the project or work to be performed, and must require a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on an occurrence basis and shall remain in effect throughout the life of the contract.

3.5.5 **INDEMNITY AGREEMENT:** To the fullest extent permitted by law, the Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any action or failure to act, negligent or otherwise, by the Contractor, or anyone directly or indirectly employed by the Contractor, in connection with providing these services. This provision does not require the Contractor to indemnify, hold harmless, or defend the County from its own negligence.

### 3.6 **CONTRACTOR PERSONNEL SPECIFICATIONS.**

3.6.1 The Contractor shall provide only highly qualified, professional, and ethical employees who have passed a background investigation to include, but not limited to, a driving history investigation, criminal history investigation, and drug testing.

3.6.2 The Contractor agrees to adopt employment criteria that a criminal history investigation will be conducted on all employee candidates, and current employees at least every 5 years; and current employees will be terminated, and new employee candidates will not be hired, if a criminal record is located for the following offenses:

A. All felony offenses classified as an A or B under the Revised Statutes of Missouri; or any felony offense within the past two (2) years; unless pardoned of the offense, if the pardon is expressly granted for subsequent proof of innocence.

B. Misdemeanor offenses that fall into the following categories:

1. Driving under the influence of alcohol or drugs within the past two years.

2. Theft or crimes against persons that resulted in jail time or probated jail time within the past two (2) years.

C. Drug Offenses:

1. Involving the production or distribution of a controlled substance.

2. Possession of a controlled substance within the past two years.

D. Felony or Misdemeanor convictions for the following offenses:

1. Any Sexual Offense Included in Chapter 566 of the Revised Statutes of Missouri or its equivalent statute in any other jurisdiction.
  2. Tampering with a government record.
  3. Impersonating a public servant.
  4. Permitting or facilitating an escape.
  5. Violation of the rights of a prisoner.
- 3.6.3 The Contractor shall agree to compensate all of its employees for the work they perform at a rate of hourly/salary pay that complies with the Federal Labor Standards Act of 1938, As Amended (TL 29 USC, Chapter 8). Information may be found at <http://www.dol.gov/whd/flsa/>.
- 3.6.4 **PRISON RAPE ELIMINATION ACT OF 2003.** (<http://www.prearesourcecenter.org/about/prison-rape-elimination-act-prea>) The Contractor shall ensure that any employee who may have contact with a prisoner does not have any history of sexual misconduct (either consensual or non-consensual) with a prisoner or inmate. The Contractor shall ensure that any employee who may have contact with a prisoner completes an annual training program that meets the standards provided by the Department of Justice to include, but not limited to:
- A. The Company has a zero tolerance for sexual misconduct with prisoners.
  - B. The employee will maintain a professional relationship with prisoners at all times.
  - C. The employee will know and follow all company rules.
  - D. It is the responsibility of every employee to report any violation of sexual misconduct with a prisoner.
- 3.6.5 The Contractor shall ensure that all employees in contact with prisoners or involved in prisoner transport operations have a licensed/certified peace officer back ground and/or corrections officer back ground who have completed documented training; or who have been provided documented training by the Contractor; to include, but not limited to, at least 100 hours of classroom training to ensure the employees are completely trained in all aspects of short and long distance prisoner transports; applicable state laws concerning prisoner transports; prisoner care, custody, and control; the maintaining of prisoner welfare while in custody; cross-gender supervision; CPR, first aid, emergency medical response procedures; self-defense; and weapons training. The training shall be successfully completed prior to assuming any duties related to this contract.
- 3.6.6 The Contractor shall ensure that all employees are currently licensed in accordance with all applicable state and federal rules, regulations, and laws.
- 3.6.7 The Contractor shall ensure that all employees are dressed in an appropriate and professional uniform approved or provided by the Contractor, bearing the Contractor's Logo, at all times when performing prisoner transport and extradition related services for the County. Street/casual clothes (i.e. jeans, t-shirts with popular printed material, sandals, 'flip-flops', etc) shall not be acceptable. Holding facilities may not release a prisoner(s) if the employee is not properly uniformed, and the Contractor shall not be compensated for the trip.

- 3.6.8 The Contractor shall provide, and ensure employees are in the possession, of an Identification Card that indicates information including, but not limited to, the company name, employee name, and employee photograph. The Identification Card must be presented and/or displayed properly when requested by the holding agency prior to the release of a prisoner(s). The design and style of the identification card shall be provided by the Contractor to the County for verification purposes. Holding facilities may not release a prisoner(s) if the employee can not present a proper identification card, and the Contractor shall not be compensated for the trip.
- 3.6.9 The Contractor shall provide a list of current employee's names, identification card numbers, and signatures of any transport employees authorized to receive custody of prisoners on the County's behalf. The Contractor shall provide updated lists as employees change.

### 3.7 **CONTRACTOR VEHICLES.**

- 3.7.1 Contractor vehicles shall conform to all appropriate regulations and shall be serviced regularly and maintained in optimum operating condition.
- 3.7.2 Vehicle shall be properly licensed in accordance with all applicable State and Federal regulations.
- 3.7.3 Vehicle shall be configured to separate transporting agents and prisoners; and to separate male prisoners from female prisoners.
- 3.7.4 Prisoners shall not be able to open doors and windows from inside the prisoner compartment.
- 3.7.5 Vehicles shall be equipped with a cellular telephone capable operation anywhere the contractor operates.
- 3.7.6 Vehicles shall have an operating air-conditioning system and heater for the entire vehicle sufficient to maintain the proper circulation of fresh air to the transport personnel and prisoners. The temperature in the vehicle should be regulated so that it does not get colder than 65 degrees Fahrenheit or uncomfortable to the vehicle occupants; or hotter than 82 degrees Fahrenheit, or uncomfortable to the vehicle occupants. Vehicle occupants shall not be left unattended in a vehicle for any length of time without adequate heat, air-conditioning, and ventilation in order to prevent hypothermia or hyperthermia.
- 3.7.7 Vehicles shall be serviced and maintained on a prescribed schedule and in accordance with the manufacturer's recommendations, state regulations, and federal regulations.
- 3.7.8 Vehicle shall carry safety equipment to include but not limited to an appropriate first aid kit based on the maximum number of vehicle occupants, a serviceable fire extinguishers, and safety triangles.
- 3.7.9 Vehicles shall be equipped with a spare tire, jacks, and lug wrench.
- 3.7.10 Vehicles shall be equipped with appropriate secure storage capacity for inmate property.
- 3.7.11 Vehicle shall be clean and sanitary inside and out at all times.

### 3.8 **RESTRAINT EQUIPMENT.**

- 3.8.1 Handcuffs, leg irons, and waist chains, shall be manufactured to meet full compliance with (National Institute of Justice (NIJ) standards dealing with markings, workmanship, mechanical strength, and tamper resistance.
- 3.8.2 The Contractor shall provide adequate restraint equipment available so prisoners are restrained at all times during transport; such as handcuffs, belly chains, and leg irons, at a minimum, for each prisoner on board.
- 3.8.3 Prisoners shall not be secured to any part of the transport vehicle.
- 3.8.4 Transport personnel shall be trained in the proper use of restraints, and prohibited uses of restraint devices. The practice of hogtying (restraining of the ankles and wrists while being tied together behind the back) shall be strictly prohibited at all times.
- 3.8.5 Restraint equipment will be kept clean, sanitized, and in good working order at all times.

**3.9 PLANNING AND SCHEDULING OF TRANSPORTATION SERVICES.**

- 3.9.1 The Contractor shall provide planning staff in its main offices available during normal business hours for the main office location. The Contractor shall provide a twenty-four (24), Seven (7) day per week, and three hundred sixty-five (365) days per year, emergency contact number and available staff in order for the County to communicate with the contractor during emergency incidents; coordinate un-anticipated emergency transports; or report the un-anticipated cancelation of a planned transport.
- 3.9.2 The Contractor shall provide a standardized format for the County to schedule prisoner transportation services, and to provide all the necessary available information concerning the prisoner transport. At a minimum the Contractor should have a prisoner transport order form that includes as much of the information necessary to order the transport and provide as much necessary information from the County as known to plan the transport. The form may be faxed or emailed to the Contractor, who will verify receipts of the form. A secure internet web-portal for the scheduling of inmate transports is preferable but not mandatory. The Contractor shall acknowledge receipt of the request for transport services and ability to complete the transport within 24 hours of receipt.
- 3.9.3 The County shall have the right to cancel a scheduled prisoner transport without being responsible for the cost of the transport or any cancelation penalty up to 7 days prior to the date the transport was scheduled.
- 3.9.4 If the Contractor is unable to meet a pickup deadline, or the special needs or circumstances of a specific transport, the County reserves the right to use an alternative prisoner transport service.
- 3.9.5 All prisoner transportation shall be pre-planned in order to achieve the highest levels of efficiency, professionalism, and safety. All prisoner transport will be conducted with the guidelines established by the Interstate Transportation of Dangerous Criminals Act of 2000. Some of the important issues involved in the planning process shall include prisoner pick-up points and deadlines, prisoner classification, medication needs, feeding, travel routes, check points and reporting progress, rest stops planning and providing twenty-four (24) hour notice to appropriate law enforcement in the area of planned rest stops, housing requirements, road construction and conditions, severe weather, known or anticipated security threats, and transport personnel to prisoner ratios minimum level of one (1) staff member to six (6) inmates.

- 3.9.6 The Contractor shall include in the plan an eight (8) hour rest period for prisoners within every twenty-four (24) hour period. In transit time shall not exceed sixteen hours (16) per day. No prisoners shall travel for more than twenty-four (24) hours without receiving housing with the opportunity to shower, meet other hygiene needs, and rest.
- 3.9.7 The Contractor shall provide three meals per twenty-four (24) hour period for prisoners being transported. Meal stops will be planned at random and without notice to prisoners to reduce the possibility of a pre-planned escape attempt
- 3.9.8 The Contractor shall plan the transport with the goal of safety, security, and the welfare of the prisoner as the top priority. Transport plans will be made to ensure sufficient time to travel from the point of origin to the destination, including all necessary rest stops, at a safe and prudent speed. At no time should the transport vehicle exceed the posted speed limit, or drive at speeds that prevent the safe operation of the vehicle due to road and traffic conditions.
- 3.9.9 The Contractor shall review the projected weather conditions and forecast along the planned route. The Contractor may contact the County to reschedule a transport if weather conditions indicate the risk is significant enough to endanger the transport vehicle and its occupants.
- 3.9.10 The Contractor shall provide a minimum transport staff of two (driver and security officer) for any prisoner transport with a vehicle occupancy of more than one inmates. The Contractor shall maintain a minimum staff to prisoner ratio of 1 staff member for every six prisoners. The Contractor shall ensure that sufficient transport staff of the same sex as the prisoner is part of the transport team to ensure prisoner searches, security during rest stops or bathroom breaks, and other similar circumstances are handled by transport team members of the same sex.
- 3.9.11 The Contractor shall have written contingency plans in place in the event of a medical emergency, disabled vehicle or mechanical problems, traffic crashes, un-anticipated road closers, and disorderly prisoners or escapes. A confidential copy of the written contingency plans will be in the possession of the transport staff at all times during the transport.
- 3.9.12 The transport agents shall be familiar with provided information concerning the prisoners they are transporting to include but limited to, the prisoners identifying information, photograph, fingerprints, the prisoners custody level, propensity for violence, physical or mental handicaps (if any), advanced age, language barriers, special diets, and if the prisoner is considered a special or high notoriety case.
- 3.9.13 Appropriate documents, including but not limited to, written authorization for the transport, Court Extradition Warrants or Waiver of Extradition, prisoner photograph, and prisoner identifying information will be in the possession of the transportation staff at all times during the transport. The documents shall be used to provide authorization to take the prisoner into custody from the releasing agency, verify the correct person is being taken into custody, and for use during an emergency incident that may occur during the transport.
- 3.9.14 The Contractor and County staff shall work together as necessary to collect and report necessary information to properly plan and execute the prisoner transport as appropriate depending on the security level of the transport. Unless a prisoner transport is augmented by County staff due to an unusually high security threat, the Contractor is responsible to ensure all necessary information has been obtained from the County, the releasing jurisdiction, and other appropriate sources to properly plan and execute the prisoner transport.

3.9.15 The Contractor shall notify the releasing agency at least one (1) business day in advance of its projected date and time to take custody of the inmate; unless a lesser time is mutually agreed upon by the Contractor and County for a specific transport. The Contractor shall verify the prisoner's status and availability for pick up, and any new information that impact the safe or efficient completion of the transport. In the event that a status change has occurred causing the transport to be cancelled, the Contractor shall immediately notify the County and the County shall not be charged for the transport.

### 3.10 CONDUCT OF THE TRANSPORT.

3.10.1 The Contractor shall ensure that all aspects of the transport plan have been followed prior to taking custody of a prisoner at the point of origin. The Contractor shall ensure the transport vehicle is serviced and ready for operation; any necessary safety equipment, prisoner custody and control equipment, and prisoner welfare items are loaded and available for use in the vehicle; all required documentation has been collected and available in the vehicle, that transport staff are well rested, briefed, and prepared for the transport to begin; that all prior notifications to the releasing agency have been made; and a final check of road and weather conditions have been completed.

3.10.2 The Contractor should make a courtesy notification to the releasing agency confirming the time of their arrival and pick up of the prisoner being taken into custody.

3.10.3 The Transport Team shall arrive at the releasing agency in a timely manner in accordance with the transport plan. The Transport team shall use the prisoner identification document to positively verify the correct person is being taken into custody.

3.10.4 The prisoner shall be fully searched by Transport Team personnel of the same sex, and secured in appropriate restraints. The prisoner's property will be properly inventoried, packaged, and loaded in the transport vehicle. The property should be signed for by the prisoner and a member of the Transport Team. A property receipts with an itemized list detailing the prisoner's property shall be obtained and placed with the prisoners documents. Prisoner property shall not be accessible to the prisoner during the transport.

3.10.5 Any prisoners in custody for, or who have a known history of, a felony crime against persons, property, or are a danger to the community if they were to escape; shall be dressed in brightly colored inmate clothing so as to be easily identifiable.

3.10.6 The transport vehicle shall be thoroughly searched prior to placing any prisoners in the vehicle. If at any time the transport vehicle is outside the sight of the transport team, the vehicle shall be thoroughly searched prior to re-loading the prisoners.

3.10.7 The Transport Team shall properly assign seating and segregate the prisoners within the transport vehicle. Prisoners should be secure and seat belted in based on the vehicle design and passenger restraint requirements. Prisoner restraints and seat belting should be checked to ensure the prisoner is secure, but also that the prisoner has proper circulation to all parts of the body, can breathe without any difficulty, and is not un-necessarily in an uncomfortable position. Prisoner restraints, seat belts, and prisoner welfare checks should be done regularly during the transport.

- 3.10.8* The transport team shall notify the Contractor that they have custody of the prisoner and are proceeding on the planned transport. The Contractor shall maintain a record of the transport teams progress to include the date and time of departure from the point of origin; the date and time of arrival at designated check points; the date and time of rest stops; the date, time and who is driving the transport vehicle and any changes in the driver; the date, time and circumstances of any unusual occurrences, delays, or problems; date and time of emergency notifications; and the date and time of arrival at the destination.
- 3.10.9* The Transport Team shall keep a log detailing the same information in section 3.10.5 above, and the date and time of periodic security and welfare checks of the prisoners. The Transport Team shall also keep a Commercial Motor Vehicle Operator log in accordance with the Federal Motor Carrier Safety Administration (49 CFR).
- 3.10.10* During the transport, prisoners shall not be authorized to use telephones or any other form of communication device. When stopping to allow prisoners to rest and take care of hygiene needs, the transport team should inform the staff of the secure facility that the prisoners are not authorized to use the telephone or other communication devices while in custody.
- 3.10.11* When stopping for meals, food will be brought to the transport vehicle. Prisoners will not be allowed to exit the vehicle unless at a secured facility.
- 3.10.12* Special request by the prisoners shall not be honored by the transport team unless related to the prisoner's health and safety. Transport team members should make every effort to maintain the welfare of the prisoners and protect their privacy. However, in doing so, the Transport Team should protect the confidentiality of their response plans or transport plan.
- 3.10.13* When en route prisoner housing is required, the Contractor shall only use adequate jail facilities and local staff advised of escape potential, security threats, and other known information such as gang affiliation, disruptive group members, or high profile offenders. Whenever possible, prisoners en route shall be separated from the facilities general population.
- 3.10.14* Prisoners will be allowed to bathe and take care of other hygiene needs at en route housing locations. It is the Contractors responsibility to ensure that secure housing facilities used by the transport team have the staff and facilities necessary to ensure the prisoners can bathe, take care of hygiene needs, and receive adequate rest.
- 3.10.15* Any time prisoners are moved from the vehicle; they will be positively identified and thoroughly searched prior to loading back onto the transport vehicle.
- 3.10.16* The Contractor is legally responsible for prisoners under their care, custody, and control until released at the transports point of final destination.
- 3.10.17* The Transport Team will immediately notify the Contractor Central Office and the County if any significant delay in the transport occurs; if any medical or other prisoner related emergencies occur; if any traffic crashes occurred during the transport, or injuries occurred to the prisoner during the transport.
- 3.10.18* Upon arrival at the prisoner's point of final destination, the transport team will turn the prisoner over to the County. The transport team will use the prisoner documentation to verify the correct prisoner is being delivered to the County. The transport team will report any disruptive behavior, medical issues or needs, and other necessary information concerning the prisoner to

the County at that time. All inmate property shall be inventoried by the County Jail Staff and Transport Team Staff. The property receipt shall be signed by the County Jail Staff and Transport Team Staff with any discrepancies in the inventory completed at the point of origin, and the inventory completed up arrival noted on the property receipt.

3.10.19 The Transport Team will report to the Contractor's Central Office that the County Prisoner has been delivered and accepted, and the transport service is complete.

### **3.11 SAFETY AND SPECIAL CIRCUMSTANCES**

3.11.1 All vehicle accidents shall be reported to the law enforcement agency having jurisdiction for the location the accident occurred. The Transport Team shall notify the Contractor of the accident and the Contractor shall notify the County's designated representative. The Contractor agrees to provide the County with a copy of any local law enforcement traffic accident investigative report completed and any Contractor internal investigative report completed upon request.

3.11.2 Vehicle breakdowns that occur during the transport shall be immediately reported to local law enforcement and assistance requested if necessary to secure or move the prisoners to a secure facility. The Transport Team shall notify the Contractor and the Contractor shall notify the County's designated representative. The Contractor shall ensure all necessary repairs to the transport vehicle are completed before continuing the transport. If the vehicle cannot be repaired, the Contractor will respond as quickly as possible with a replacement vehicle and continue the transport as soon as possible. The Contractor shall keep the County fully informed during any emergency incident.

3.11.3 Prisoners requiring medical attention or who are injured during the transport shall be reported to the Contractor's Central Office. The Contractor shall notify the County's designated representative as soon as possible. The report shall include the circumstances surrounding the injury or need for medical care; from where the medical care was obtained; if the medical care will delay the transport; if the prisoner is requiring admission to a hospital; the projected release date and time from the hospital, the projected date and time the prisoner will be delivered to the County.

3.11.4 All prisoner escapes will be immediately reported to the local law enforcement where the escape occurred. The Contractor shall cooperate fully to aid the local law enforcement in searching for and recapturing the escaped prisoner. The Contractor shall notify the County's designated representative without delay.

### **3.12 REFUSAL AND/OR INABILITY TO TRANSPORT**

3.12.1 The 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 the driver refuses to transport any such individual, the County shall be notified immediately, prior to leaving the pick-up location, and there shall be no charge to the County.

3.12.2 If, upon arrival at the releasing agency, the Contractor learns that the prisoner has a contagious disease that was unknown to the Contractor and the County, the Contractor shall immediately contact the County for further instructions. If the prisoner is transported, transport shall be made in such a manner as to ensure the wellbeing of all other vehicle occupants. If the prisoner cannot be transported the County shall not be responsible for any penalty charge. The

Contractor agrees not to place holds on the County's prisoners held in other jurisdictions. Should the contractor or its agents place a hold on a prisoner in violation of this provision, the Contractor agrees to reimburse the County for the full cost of transporting prisoner in each such occurrence.

- 3.12.3 In the event the prisoner is unavailable, due to the fault of the County, the County shall be responsible for the costs incurred which are directly attributed to the trip to the holding facility, but no more that 50% of the original trip cost. In the event the Contractor fails to contact the holding facility at least twelve (12) hours prior to the pickup, and the prisoner is not available upon arrival of the Contractor, the County shall be relived of any and all costs associated with such transport services.
- 3.12.4 The Contractor shall deliver prisoners held in another jurisdiction to the County's facility within fifteen (15) calendar days from the date of pickup from the releasing agency, unless the Contractor and County designate a shorter period of time on the transport plan, delays outside of human control notwithstanding.

#### **4.0 EVALUATION AND AWARD**

- 4.1 **EVALUATION CRITERIA.** Cole County will accept the proposal that it deems to be in its best interest. Award shall be based on, but not necessarily limited to, the following factors:
  - 4.1.1 Qualifications of personnel
  - 4.1.2 Ability to present a clear understanding of the nature and scope of the project
  - 4.1.3 Previous experience
  - 4.1.4 Cost to Cole County as outlined
- 4.2 **ORAL PRESENTATION.** Cole County reserves the right to interview or require an oral presentation from any respondent for clarification of information set forth in any response. The interview or oral presentation, if utilized, is intended to provide an opportunity for the respondent(s) to clarify or elaborate on its qualifications or approach. All travel expenses to and from the interview or oral presentation shall be the responsibility of the respondent.
- 4.3 **PROPOSAL REVIEW AND METHOD OF AWARD.**
  - 4.3.1 Failure to meet a material requirement of the RFP documents may constitute sufficient reason for rejection of any proposal. The County reserves the right to waive any informality or minor defect where the acceptance, rejection, or waiving of such is in the best interest of the County. The right is also reserved to disqualify any proposal, before or after opening, upon evidence of collusion, intent to defraud, or any other illegal practice on the part of the vendor.
  - 4.3.2 The contract shall be awarded to the lowest responsible bidder whose offer best responds to the quality, capacity, and service requirements of Cole County. The selection process may include a request for additional information and/or an oral presentation to support the written proposal.

4.3.3 Cole County reserves the right to award this contract not necessarily to the vendor with the lowest price, but to the bidder that best demonstrates the ability to fulfill the requirements of this solicitation.

4.3.4 Final vendor approval will be granted by the Cole County Commission. After the evaluation of the proposals and the selection of the successful vendor, all vendors will be notified in writing of the award. The successful vendor shall commence work only after the transmittal of a fully executed contract and after receiving written notification to proceed from Cole County.

## 5.0 PROPOSAL REQUIREMENTS

5.1 **FORMAT.** To facilitate comparison of proposals, respondents must submit proposals in a format that corresponds with the following sections. Respondents should prepare their responses in a concise but thorough manner. Each page of the proposal should state the name of the respondent, the RFP number and the page number.

Section 1: Fully Executed Cover Page (page 1 of this document)

Section 2: Comprehensive Response to include (a) detail of how the respondent is qualified to provide the required services and (b) a detailed description of the approach for accomplishing the services.

Section 3: Experience of the Respondent. A sufficient description of the experience and knowledge base of the respondent to show its capabilities should be included in the Proposal. At a minimum, the description of the experience and knowledge base of the respondent should include, but not necessarily be limited to, the following:

- a. A brief description of the history of the respondent including its mission statement, the length of time it has been in business in the capacity outlined herein, a description of the Proposer's organizational structure and a description of the Proposer's customer make-up;
- b. A general description of the Proposer's experience and background in providing services similar to the Services requested herein;
- c. Any other relevant information about the experience and knowledge base of the respondent which is deemed to be material.
- d. Resume of each employee engaged in the services, including the role of each and an overview of their previous experience with similar projects.

Section 4: References. References of the respondent, including at least three (3) other clients for whom the respondent has serviced in a similar capacity (with preference given to clients comparable to Cole County) and, for each such reference, the business name, the identification of a contact person, the title of the contact person and a telephone number;

Section 5: Cost and Fees.

- a. Provide the applicable itemized fees and any commissions included in the proposal for the Services for each element in the scope of work (this includes a break-down of the cost proposed for any sub-consultant working in conjunction with your organization on the project).
- b. Explain any assumptions or constraints in a price proposal to perform the services.
- c. Explain any additional charges or fees in the proposal.

Section 6: Anti-Collusion Statement (Attachment 1)

# ANTI-COLLUSION STATEMENT

STATE OF \_\_\_\_\_)

COUNTY OF \_\_\_\_\_)

\_\_\_\_\_ being first

duly sworn, deposes and says that he is \_\_\_\_\_  
(title of person signing)

of \_\_\_\_\_

\_\_\_\_\_  
(Name of Bidder)

that all statements made and facts set out in the proposal for the attached bid are true and correct; and that the bidder (The person, firm, association, or corporation making said bid) has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such bid of any contract which result from its acceptance. Affiant further certifies that bidder is not financially interested in, or financially affiliated with, any other bidder for the attached bid .

(BY) \_\_\_\_\_

(BY) \_\_\_\_\_

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_

\_\_\_\_\_  
Notary Public

My Commission expires: \_\_\_\_\_

\_\_\_\_\_