

# FRANKLIN COUNTY PURCHASING DEPARTMENT REQUEST FOR QUALIFICATIONS (RFQ) COVER PAGE

RFQ 2023-18

**TITLE: Inmate Transport Services** 

Solicitation Schedule & Deadlines:

July 19, 2023 RFQ Release Date

July 26, 2023 2:30 PM Deadline for Submitting Questions

July 31, 2023 4:30PM Deadline to post Addendum

August 3, 2023 2:00PM Deadline to Submit Response

Responses must be received no later than "Deadline to Submit Response"

August 3, 2023 2:00PM

Shakara Bray, Purchasing Agent

Meagan Cowsert, Assistant Purchasing Agent

Phone: 636-584-6274 Email: <a href="mailto:purchasing@franklinmo.net">purchasing@franklinmo.net</a>

Submittal Instructions: Print this Packet in its entirety and complete all pages per instructions. Print the SEALED RESPONSE LABEL found in Attachment 1 of this packet and attach to the front of your envelope.

Compa	any Name	•
Compa	ally ivallic	•

#### **SUBMISSION CHECKLIST**

I have reviewed the bid schedule and deadlines, located on the solicitation cove	r page
I have read ALL Terms and Conditions and Bid documents closely	
(Located at www.franklinmo.org)	

# **Introduction/Background**

Franklin County proposes to contract with an individual(s) or organization(s), hereinafter referred to as "Contractor" for a contract for the furnishing of Extradition Services, including interstate and intrastate transportation, and security and control of prisoners as needed for the Franklin County Sheriff's Office as specified in the following requirements. Subcontracting of any services as specified herein shall not be acceptable.

The current Contractor is providing extradition service both within and between States on a case by case basis. Some persons being transferred have special needs. Examples of persons with special needs include juveniles, women, medicated persons, and persons with mental health issues. Professionalism, effectiveness, and a highly trained staff are all qualities that the County looks for in its contractors.

The County will expect the Contractor to perform the services noted below. Please respond to this listing in your qualifications.

# **Scope of work**

- I. General Requirements
  - A. The Contractor agrees to perform the services specified herein in accordance with generally accepted standards applicable thereto and shall comply with all applicable state, federal, and local laws, ordinances, rules and regulations relating to the services performed hereunder.

- B. The Contractor must meet the standards of and comply with all provisions of The Interstate Transportation of Dangerous Criminals Act of 2000. Public Law 106-560, 114 Stat. 5784 (42 U.S.C. 13726b) enacted December 21, 2000.
- C. At the request of the County, the Contractor shall assume custody of prisoners committed to the custody of the County and provide interstate and/or intrastate transportation of said prisoners to and from locations designated by the County.
- D. In assuming custody of prisoners, the Contractor shall assume the sole responsibility for security and control of prisoners in a professional manner and in accordance with the County's written policies and procedures. Such policies, procedures, and directives may be promulgated in the future regarding the use of force and the security and control of prisoners. In the event there are no written policies or procedures, the Contractor shall follow reasonable and customary operating procedures.
- E. The Contractor agrees to travel the safest and most efficient route when transporting prisoners for the County.
- F. The Contractor shall immediately report unusual incidents, emergencies, and/or controversial situations that arise in the performance of their services to the County in accordance with the County's directives. For the purpose of definition, "unusual incident, emergency, or controversial situations" includes but is not necessarily limited to the following: any act of violence by a prisoner or other passengers; any escape or attempted escape of a prisoner, or any other breach of security; any excessive delay in the transportation of a prisoner; any medical condition of a prisoner or other passenger requiring emergency medical treatment; any mechanical failure that would normally require formal reports to the cognizant regulatory agency; and any refusal of law enforcement agencies to release a prisoner to the Contractor as authorized or directed by the County. Any documented cases of unacceptable behaviors committed by transport staff (inmate abuse) will be cause for voiding the contractual agreement.
- G. The Contractor shall assume custody of prisoners for authorized agents of the County, at the location of incarceration determined by the parties to be suitable for such purpose, to transport such prisoners to their destination or other specified location. Upon arrival, the Contractor shall surrender custody of such prisoners to the County or to the law enforcement agency as designated by the County. The County shall have the right to cancel its pick-up order within twenty-four (24) hours after placing the order. Any other cancellation may be made only with the consent of the Contractor.
- H. In the event of delays in delivering prisoners to the specified destination, whether or not beyond the Contractor's control, including inclement weather or mechanical malfunctions, the contractor shall provide for all prisoner costs, except medical, related to such delays, including but not limited to food and lodging.
- I. The County shall provide the Contractor with a pickup deadline for all prisoners. The Contractor shall be fully responsible for insuring that all prisoners are picked up before the designated pickup deadline. In the event a prisoner is unavailable for pickup due to the

Contractor's failure to meet the pickup deadline, the County shall be relieved of any and all costs associated with such pickup.

- J. If the Contractor is unable to meet a pickup deadline, the County reserves the right to use an alternative Contractor.
- K. Transport company will provide a per mile cost schedule for all states within the continental United States.
- L. Transport company will conduct pick-ups in all 48 of the contiguous United States via ground transport.
- II. Refusal and/or Inability to Transport 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.
  - A. If, upon arrival at the holding 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 occupants. If the prisoner cannot be transported, the County shall not be subject to a penalty charge. The Contractor agrees not to place hold 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 transport in each such occurrence.
  - B. 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 facility, but no more than 50% of the original trip cost. In the event the Contractor fails to contact the holding facility twelve (12) hours prior, the County shall be relieved of any and all costs associated with such pickup if upon arrival the prisoner is unavailable. In any case, the County shall not be subject to a penalty charge.
  - C. The Contractor shall deliver prisoners held in another jurisdiction to the County's facilities within fifteen (15) calendar days from the date of pickup unless the county designates a shorter period of time, delays outside of human control not withstanding
- III. Special Needs/ Service Requirements
  - A. On a case by case basis, the County reserves the right to use an alternative Contractor if the primary Contractor is unable to meet a necessary pick up deadline.
  - B. In the case of special needs transportation, Contractor's qualifications and equipment will be evaluated on a case by case basis. The County reserves the right to use the Contractor deemed most appropriate by the County.

- C. Contractor will ensure that female staff will be utilized any time female inmates are in Contractor's custody except for short periods necessary for female staff to join the transportation staff team while in route.
- IV. Contractor Qualifications The Contractor must meet the following minimum requirements:
  - A. The Contractor shall disclose their years of experience in the industry.
  - B. The Contractor shall have in place and operational a ground transportation system that operates seven (7) days per week, three hundred sixty-five (365) days per year, twenty-four (24) hours per day.
  - C. The Contractor shall provide up to five (5) references where they have provided similar services as specified herein, within the last twelve (12) months.
  - D. The Contractor shall provide a copy of the certificate issued by the Interstate Commerce Commission, which gives the Contractor authority to operate as a common carrier.
  - E. The Contractor shall provide documentation to show that each transportation agent has received complete training in all phases of prisoner transport, and is properly licensed in accordance with all State and Federal requirements for handling prisoners.
  - F. The Contractor shall provide a twenty-four (24) hour, seven (7) days per week, communication system for access of agency decision makers.

#### V. Training

A. All employees of the Contractor involved in the pickup and transportation of prisoners shall have a police and/or corrections background, or have successfully completed a training program which focused on the proper use of restraining devices, self-defense, etc., necessary to perform the duties specified herein. A copy of the training materials (courses) must be submitted with the bid.

#### VI. Identification

- A. All employees of the Contractor involved in the pickup and transport of prisoners shall be required to dress in a professional manner. The employees shall be required to wear a uniform bearing the company logo. Street/casual clothes (i.e. jeans, t-shirts with popular printed material, sandals, 'flip-flops', etc.) shall not be acceptable. If the Contractor's employees do not wear proper attire, the holding authority may not release the prisoner(s), and the Contractor shall not be compensated for the trip.
- B. All employees of the Contractor involved in the pickup and transportation of prisoners shall carry an ID that indicates information including, but not limited to, the company name, employee name, photo, etc. This ID must be presented and/or displayed properly when requested by the holding agency prior to the release of any prisoner.
- VII. Contractor Qualifications Planning Must meet minimum requirements
  - A. The Contractor shall provide twenty-four (24) hour coverage to help facilitate the planning and operations of our service to law enforcement agencies. The Contractor's staff shall be available by telephone twenty-four (24) hours a day, 365 days a year. All prisoner transportation shall be pre-planned in order to achieve the highest levels of efficiency,

professionalism, and safety. Some of the important issues involved in the planning process shall include prisoner pickup and delivery deadlines, prisoner classification, travel routes, appropriate check points, medication needs, feeding, rest stops, and housing requirements. Contractor shall have written contingency plans in place in the event of a medical problem, accident, or prisoner escape.

- B. Transporting agents shall know the prisoners they are transporting including but not limited to, the prisoner's custody level, propensity for violence, physical or mental handicap (if any), advanced age, language barrier, or if considered a special or high notoriety case.
- C. Pickup and delivery of prisoners shall be done in a timely manner.

  The Contractor shall establish check points or call-in times. Transport agents shall use a secure phone line for reporting and receiving orders.
- D. Prisoners shall be given an eight (8) hour rest period within any twenty-four (24) hour period. In transit time shall not exceed sixteen (16) hours per day on average. No prisoner shall travel more than 24 hours without receiving housing. Housing shall be provided to the prisoner, with the opportunity to receive proper rest, shower, and meet other hygienic needs.
- E. Blankets should be carried and provided to the prisoner upon request, if route and conditions warrant.
- F. Prisoners traveling interstate shall travel a minimum of 250 straight-line miles each day from point of departure to point of destination. *In the event of inclement weather and/or mechanical problems this may present beyond 16 hours per day.*
- G. Releasing agency shall be given one (1) working day notice prior to the Contractor taking custody of a prisoner unless a lesser time frame may be mutually agreed upon. The Contractor will determine if a status change of the prisoner has occurred. In the event a status change has occurred, thereby causing the transport to be cancelled, the contractor will contact the County immediately and there will be no charge to the County.
- H. Appropriate documentation including written authority to transport prisoner shall be in the possession of the transporting agents in order to support transport of prisoner as well as in-route housing.
- I. Meal stops shall be selected at random to avoid the possibility of a pre-planned escape attempt or rescue. Prisoners shall be fed three (3) meals within a twenty-four (24) hour period. MEALS NECESSITATED BY DOCUMENTED MEDICAL NEED ARE TO BE PROVIDED.
- J. Each vehicle shall carry a copy of a formal confidential contingency plan covering medical problems, escapes, accidents, or other incidents.
- K. The Contractor shall immediately notify the designated County contact person if medical problems, escape, accident or other incidents as outlined in the contingency plan. If immediate notification is not possible, the information shall be provided at the earliest possible time.
- L. For prisoners traveling interstate, the County shall be notified of any delays.
- M. Appropriate documentation including written authority to transport prisoner (i.e. Prisoner Receipt, Property Receipt, Prisoner Medial/Medication Information, Prisoner Activities

(meals, rest stops, stretch breaks, and rest overnight-RON)) shall be delivered with the prisoner.

- N. The Contractor shall arrange for a twenty-four (24) hour, seven (7) days per week communications system for access of agency decision-makers.
- O. The Contractor shall have staff available during normal business hours.

#### VIII. Personnel

- A. The Contractor shall complete an evaluation of potential employees targeting desirable qualified candidates with unquestionable backgrounds. It shall include, but not be limited to, a driving history, criminal history investigation, and drug testing.
- B. The Contractor agrees to adopt employment criteria that current employees will be terminated and new personnel will not be hired, if a criminal record is located for the following offenses:
  - 1. All felony offenses unless pardoned of the offense, if the pardon is expressly granted for subsequent proof of innocence.
  - 2. Misdemeanor offenses that fall into the following categories:
    - a) Convicted of driving while intoxicated, either alcohol or drugs, within the past two (2) years.
    - b) Thefts or crimes against persons that resulted in jail time or probated jail time within the past two (2) years.
  - 3. Drug Offenses:
    - a) Manufacture or sale of any illegal drug or controlled substance.
    - b) Drug use: marijuana-no usage within the past (2) years, felony drug- no usage.
  - 4. Felony or misdemeanor convictions for the following offenses:
    - a) Public lewdness
    - b) Indecent exposure
    - c) Perjury
    - d) Tampering with a governmental record
    - e) Impersonating a public servant
    - *f)* Permitting or facilitating an escape
    - g) Violations of the rights of a prisoner
- C. Transporting agents shall receive complete training in all phases of short and long-distance prisoner transport, applicable laws, prisoner care, custody and control, self-defense, CPR, first aid, cross-gender supervision, and weapons training.
- D. The Contractor shall require 100 hours of classroom instruction to insure the above requirements are met.
- E. Transporting agents shall be paid wages not less than that required by any applicable State and Federal requirements.
- F. Transporting agents shall be properly licensed in accordance with all applicable State and Federal requirements.
- G. Transporting agents shall have appropriate identification with descriptive information and picture thereon which clearly identifies him/her as transporting agents for a specific transportation agency.

- H. A minimum of two transporting agents shall be used when transporting prisoners by ground.
- I. A minimum of one transporting agent shall be used when transporting by air unless otherwise stipulated by the airline or the County. Transportation agent shall be of the same gender as the prisoner.
- J. Prisoners shall be transported safely and humanely.
- K. The Contractor shall provide a list of names, ID card numbers, and signatures of transporting agents authorized to receive custody of prisoners on the County's behalf. The Contractor shall be responsible for providing updates to the County. The Contractor shall furnish any and all documentation regarding the certification or registration of its transport agents to the County upon request.

#### IX. Vehicles

- A. Vehicles shall conform to all appropriate regulations and shall be services regularly and maintained in optimum operating condition.
- B. Vehicles shall be properly licensed in accordance with all applicable State and Federal regulations.
- C. Vehicles shall be configured to separate transporting agents and prisoners and to separate male prisoners from female prisoners.
- D. Prisoners shall not be able to open doors and windows (from inside prisoner compartment).
- E. Transporting vehicles shall be equipped with a cellular telephone capable of operation anywhere the Contractor operates.
- F. Vehicle separations systems shall have at least two (2) separate compartments.
- G. Vehicles shall have an operating air-conditioner and heater for the entire vehicle.
- H. Vehicles shall be services on a prescribed schedule according to requirements of the transportation department.
- I. Vehicles shall carry safety equipment such as first aid kits, fire extinguisher, safety triangles, etc.
- J. Vehicles shall be equipped with spare tires, jacks, and lug wrench.
- K. Vehicles shall be equipped with sufficient storage to secure personal property of prisoners being transported.
- L. Vehicles shall be equipped with sufficient storage to secure personal property of prisoners being transported.
- M. Vehicles shall be clean inside and out at all times.
- N. A vehicle shall not be in operation if it has sustained body damage that would impair the safe operation of the vehicle.

#### X. Restraint Equipment

A. Handcuffs and leg irons shall be manufactured to meet full compliance with N.IJ. Standards dealing with marking, workmanship, mechanical strength, and tamper resistance.

- B. Appropriate restraint equipment shall be available so prisoners are restrained during transport; i.e. handcuffs, Martin chairs, and leg irons, at a minimum, for each prisoner on board. Additionally, two (2) handcuff covers (black boxes) and one (1) hinged cuff shall be available.
- C. Prisoners shall not be secured to any part of the transporting vehicle.
- D. Transportation agents shall be trained in the use and prohibited uses, of restraining devices. The practice of hogtying (the restraint of the ankles and wrists while being tied together behind the back) shall be strictly prohibited at all times.

#### XI. Operations

- A. A full body strip search shall be conducted when taking initial custody and all personal items shall be removed from the prisoner. While being transported, prisoners shall remain under observation at all times. It is advantageous to keep prisoners who are being transported separated from all other prisoners when being housed overnight. Efforts shall be made to prevent the use of phone or any communication with anyone outside the place of temporary custody. Whenever possible, prisoners shall be allowed to bathe if temporarily housed due to the length of the trip.
- B. Prisoners shall be positively physically identified prior to transportation agents assuming custody and removing them from the holding agency.
- C. A strip search of prisoners shall be completed prior to being transported. A pat search is appropriate at any time. A transporting agent of the same gender as the prisoner shall conduct searches.
- D. Vehicles shall be thoroughly searched prior to placing prisoners therein. If at any time the vehicle is out of sight of the transporting agents, the vehicle shall be searched prior to resuming the trip.
- E. Prisoners shall be properly placed and segregated within the transporting vehicle.
- F. Records shall be maintained noting pick up date/time and location, delivery date/time and location along with transporting agents' signatures of extradition oath for each prisoner transported.
- G. Property transported shall be inventoried and signed for by both the prisoner and the transporting agent.
- H. Personal property shall be securely stored and inaccessible to prisoners.
- I. Prisoners shall not be permitted to communicate with persons other than transporting agents. Prisoners in route are prohibited from using phones at in route housing locations.
- J. Transporting agents shall keep an activity log that is updated continually throughout the trip by current entries.
- K. Food shall be brought to the transportation vehicle when stopping for meals.
- L. Special requests by prisoners are not to be honored unless related to prisoner's health or safety. In responding to a health and safety request, transporting agents shall use the utmost caution to maintain and protect the confidentiality of their response plan.

- When in route housing is required, prisoners shall be lodged in secure and adequate jail M. facilities and local staff advised of escape potential, security threat such as gang affiliation, disruptive group member, or high-profile offender. Whenever possible, prisoners in route shall be separated from the facility general population.
- N. Transporting agents are legally responsible for prisoners under their care and control.
- Prisoners shall be allowed to bathe at in route housing locations. Ο.
- Ρ. The Contractor shall verify the identity of the person(s) to whom custody is transferred.

#### XII. Safety

- A. All vehicle accidents shall be reported to the Contractor's office. All vehicle accidents shall also be reported to the County designated representative. The Contractor agrees to furnish the County with a copy of any official accident investigation reports generated by the local police agency and a copy of any internal investigation reports related to the accident.
- B. Vehicle repairs in transit shall be completed before the trip continues.
- C. Prisoner injuries shall be reported to the Contractor's office, who shall report the injury(s) to the County representative.
- Trip audits shall be completed on transporting agents' activity logs to assure compliance D. with operating standards.
- Rates of speed above posted limits are not permitted. All traffic laws must be adhered E. to. All traffic citations shall be reported to the Contractor's office.
- All escapes shall be reported at once to local law enforcement at the scene, and to the Contractor's office.
- G. All escapes shall be immediately reported to the County.

# **Interviews and Selection**

The Inmate Transport Company for the project shall be selected using a qualification-based selection process during this initial RFQ process to develop a short list of Design-Build Install Professional Firms.

- 1. RFQ process/Short Listing of Firms for Project. Each firm responding to this RFQ by submitting a statement of qualifications will be evaluated by the County based on the firm's qualifications and the qualifications and experience of the particular individuals identified as the firm's proposed team for the Project.
  - Qualifications include:
  - a. Competence to perform the required design professional services as indicated by the technical training, education, and experience of the design professional firm's personnel and key consultants, especially the technical training,

- education, and experience of the employees and consultants of the design professional firm who would be assigned to perform the services, including the proposed architect and engineer of record.
- b. Ability to manage the required workload and provide qualified personnel, equipment and facilities.
- c. Past performance as reflected by the evaluation of previous clients, quality of work, dispute resolution, meeting deadlines and the past performance.
- d. Compliance with all rules and regulations for Missouri.
- e. Previous work performed in connection with like entities.

The County may hold discussions with individual firms to explore further their qualifications in relation to the project, the scope and nature of the services they would provide, and the various technical approaches they may take regarding the Project, or alternatively, the County, at its sole option, may evaluate the qualifications firms based solely on the statement of qualifications that are submitted. After evaluating the responses to this RFQ, the county will select a short-list of firms that the County considers to be the most qualified to perform the design-build install services for the project.

- 2. <u>Selection Schedule</u> County's schedule for selection of the Design-Build Install Professional for the project is as follows (however, the selection schedule may be changed at the County's sole discretion and at any time prior to and subsequent to the deadline for submitting a statement of qualifications):
  - A tentative schedule has been developed for the project. The proposed project schedule is as follows:
  - A. RFQ issued
  - B. Deadline for submitting questions
  - C. Addendum Deadline
  - D. Statement of Qualifications due
  - E. Interviews, if necessary, will be held
  - F. The County begins negotiations

# The County and the Selected Firm will develop a more definitive schedule following contract award.

# **Requested Submissions**

Firms are requested to submit the following information when submitting a Statement of Qualifications in response to this RFQ:

- 1. Cover letter. Cover letter must include: name, address and phone number of the office where the personnel assigned to the Project will be based, and Name, title, phone number, and email address of the primary contact person.
- 2. Firm Profile. The firm profile must include: years of existence, legal form of firm, location of home office, and general firm history. If the proposed form of entity is a joint venture, please identify each venturer and their respective percentage of participation. Provide a summary, on three pages or less, describing why your firm/team is the most qualified for the Project.
- 3. Bonding/Insurance. Provide evidence of capacity to provide bonding and copy of the firm's Certificate of insurance showing the firm's current limits of liability for commercial general liability, employer's liability, business automobile liability and professional liability.
- 4. Similar Experience. Relevant projects of similar nature, which will ideally include new construction, remodeling of existing buildings, and the repurpose of Commercial space. Include: the name of, location of, and description of the project and the services your firm provided for the project. The Firm's estimate, and start and completion dates for each project; and name, title and telephone number of the client contract most familiar with your services on the project.
- 5. Personnel/Staffing. Provide an organizational chart containing the names and titles of the proposed staff for the project, including the architect or engineer of record. At a minimum, the chart should include at least three (3) officers or senior employees (e.g., Project Executive, Principal-in-charge, Project Manager or Project Superintendent or similar designation) who will be available for work on the Project. For every person listed on the chart, provide a one-page resume highlighting relevant experience and identify the phases of the project to which the individual will be assigned and the percentage of that individual's time to be devoted to the project.
- 6. Management Systems. Describe the record keeping, reporting, monitoring and other information management systems that the firm would propose to use for the project. Describe the scheduling and cost control systems the firm would propose to use for the project.
- 7. Self-Performed Work. Indicate whether the firm intends to self-perform any work on the project through an acceptable competitive process and, if so, the nature of the work and capability to self-perform.
- 8. Estimating and Value Engineering. Demonstrated capability of in-house estimating on projects and value engineering comparable to the project.
- 9. Scheduling. Demonstrated track record of performance of managing projects to the original schedule.

- 10. Prior Defaults. Complete Listing of any public or private construction projects for which the firm has been declared in default.
- 11.Legal Compliance. The firm's history of compliance with federal, state, and local laws rules and regulations, and any EPA, OSHA, or other regulating entity issues or citations in the last ten (10) years
- 12. Summary, including why the firm is pursuing the work and how it is uniquely qualified to perform the services.

Completed Statement of Qualifications shall be submitted online through our bidding platform vendorregistry.com or mailed to the address below.

Franklin County Purchasing Dept.
Attn: Purchasing Dept. Only
"Sealed " "RFQ:
400 E. Locust
Purchasing Dept.
Union, Mo. 63084

Any questions in regard to the statement requirements shall be directed to the Purchasing Department at <a href="mailto:purchasing@franklinmo.gov">purchasing@franklinmo.gov</a>.

LATE Statements will not be accepted nor returned.

#### **MISCELLANEOUS INFORMATION**

Nothing contained herein will create any contractual relationship between the County and the firm submitting qualifications. Statements contained in the response of the successful firm may become part of the agreement for services.

Information received from each firm will become the property of the County. Information submitted by the firm cannot be considered confidential.

County reserves the right to approve all assigned personnel and may require the firm to replace members of the project team as deemed necessary. The awarded firm will be subject to a background check done by the Franklin County Sheriff's Office.

The owner, Principal, or Corporate Officer of the responding firm shall sign the response to the Request for Qualifications attesting that all the information provided is true.

The County reserves the right to accept or reject any or all Qualifications and to waive any irregularities.

The County is not responsible for any costs incurred by any firm for any work performed relative to the preparation of the Response to this Request for Qualifications or subsequent negotiations of a contract for professional services.

The County reserves the right to cancel or modify the terms of this RFQ at any time. The County will provide respondents with written notice of cancellation or modification.

The selected Firm shall agree to indemnify and defend and hold harmless the County, together with its employees, agents, and authorized representatives, from and against any and all losses, suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, reasonable attorney fees, costs and expenses of whatsoever kind or nature whether arising before or after completion of the work and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part, by reason of any action, omission, fault or negligence whether active or passive of Firm, or of anyone acting under its direction or control or on its behalf in connection with or incidents to the performance of the Contract. Firm's indemnity and hold harmless obligations shall apply to the fullest extent permitted by law.

## CONTRACTUAL TERMS AND CONDITIONS ACKNOWLEDGEMENT

The undersigned Vendor/Contractor has read, understood, and accepted the Terms and Conditions as published on the Franklin County Official Website located at:

# http://www.franklinmo.org

All terms and conditions as stated shall be adhered to by Vendor/Contractor upon acceptance of contract. Vendor/Contractor enters into this agreement voluntarily, with full knowledge of its effect.						
Vendor/Contractor Signa	ture Date					
Vendor/Contra	ctor Name and Title					

### **ATTACHMENT 1**

#### **SEALED RESPONSE LABEL**

P	LEASE ATTACH	H LABEL TO	OUTSIDE C	)F PACKAGE
				, , , , , , , , , , , , , , , , , , ,

#### **SEALED BID RESPONSE ENCLOSED**

DELIVER TO:
Purchasing Department
400 East Locust St, Rm 004
Union, MO 63084

SOLICITATION # 2023-18 DATE: AUGUST 3, 2023 2:00PM DESCRIPTION: RFQ INMATE TRANSPORT SERVICES

Vendor Name:				
Vendor Address:				