

## PUBLIC NOTICE

### ITEM I INVITATION TO BID

#### **Bid No. 016-18 Inmate Telephone Services for Fairhope Municipal Jail**

Sealed bids will be received, opened, and read aloud in public session for **INMATE TELEPHONE SERVICES** for the **CITY OF FAIRHOPE, AL**, at 10:00 A.M. on **Thursday, June 7, 2018**, at the City of Fairhope Warehouse located at 555 S. Section St., Fairhope, Alabama.

Bid Specifications may be obtained from the City of Fairhope Warehouse located at 555 S. Section St., Fairhope, Alabama, Monday through Friday from 7:00 A.M. until 4:00 P.M., or downloaded from the City's website at [www.fairhopeal.gov](http://www.fairhopeal.gov).

All bids must be on blank bid forms provided in the Bid Documents. Bids shall be accompanied by a Bid Security equal to five percent (5%) of the bid price, but in no event more than \$10,000.00. Bid Security shall be in the form of a Bid Bond signed by a bonding company authorized to do business in the State of Alabama, or a cashier's check payable to The City of Fairhope. No Bid Security is required on bids less than \$10,000.00. **WAIVED**

A Performance Bond in the form and terms approved by the City of Fairhope in an amount not less than the sum of the bid will be required at the signing of the CONTRACT, and in addition, a Labor and Materials Bond in the form and terms approved by the City of Fairhope in an amount not less than fifty percent (50%) of the CONTRACT price insuring payment for all labor and materials. **WAIVED**

**There will be a non-mandatory pre-bid meeting on Wednesday, May 29, 2018, at 10:00 A.M. at the City of Fairhope Warehouse located at 555 S. Section St., Fairhope, AL 36532. A site visit to the Fairhope Municipal Jail will follow the pre-bid meeting.**

The **CONTRACTOR** must furnish to the City of Fairhope at the time of the signing of the CONTRACT a certificate of insurance coverage as provided in the CONTRACT documents which will include comprehensive insurance, CONTRACTOR Automobile Liability Insurance, and where applicable, CITY'S Protective Liability insurance, SUB-CONTRACTOR'S public liability and property damage insurance. The company that is awarded the bid must have Workman's Compensation Insurance on all its employees if work is to be performed on City of Fairhope premises. General Liability Insurance, specifying coverage, must be maintained to hold the City of Fairhope harmless in the event of an accident.

No bids will be considered unless the **CONTRACTOR**, whether resident or non-resident of Alabama, is properly qualified to submit a proposal for this type of work in accordance with all applicable laws of the State of Alabama. Where applicable, this shall include evidence of holding a current license from the State Licensing board for General CONTRACTORS, Montgomery, Alabama, as required by Chapter 8 of Title 34, of the Code of Alabama, 1975. In addition, the contracted provider, if non-resident of the State, and if a corporation, shall show evidence of having qualified with the Secretary of State to do business in the State of Alabama <http://sos.alabama.gov/business-entities>; **CONTRACTOR** must have a **current business license or purchase a business license with the City of Fairhope prior to work performed**. No proposals shall be withdrawn for the period of thirty (30) days subsequent to the opening of proposals without the consent of the City of Fairhope, Baldwin County, Alabama. Once completed, a tabulation of the responsive and responsible bids will be available for public viewing on the City of Fairhope's website, [www.fairhopeal.gov](http://www.fairhopeal.gov).

Jillian Saffle  
Purchasing Manager

**ITEM II  
INVITATION TO BID**

**Bid No. 016-18 Inmate Telephone Services for Fairhope Municipal Jail**

**REQUEST FOR PROPOSAL DATE:** May 15, 2018

**BID NAME AND BID No.:** **Bid No. 016-18 Inmate Telephone Services for Fairhope Municipal Jail**

**NON-MANDATORY PRE-BID MEETING DATE:** May 29, 2018 at 10:00 A.M. (Central)

**PLACE OF BID OPENINGS:** City of Fairhope Warehouse, 555 S. Section St., Fairhope, AL

**QUESTIONS MUST BE SUBMITTED BY:** June 4, 2018 at 10:00 A.M. (Central)

**BID MUST BE RECEIVED BEFORE:** June 7, 2018 at 10:00 A.M. (Central)

**BID MUST BE PUBLICLY OPENED:** **June 7, 2018 at 10:00 A.M. (Central)**

All bids, with their guarantee (when required), must be enclosed in a sealed, opaque envelope, clearly identified on the outside as a **“Sealed Proposal” with Bidder’s Name and Number, Bidder’s Name and Address, and opening time and date.** Each bid must be in a separate envelope. No responsibility will attach to the City of Fairhope for the premature opening of a bid not properly addressed or identified. Bids made out in pencil will not be accepted. Failure to observe the instructions contained herein will constitute grounds for rejection of your bid.

The City reserves the right to accept or reject all bids or any portion thereof, and to waive informalities and to furnish any item of material or work to change the amount of the CONTRACT, whichever is in the best interest of the City of Fairhope.

Sealed proposals must be mailed to the following addresses:

**U.S. Postal Service**

City of Fairhope  
Attn: Jillian Saffle, Purchasing Manager  
P.O. Drawer 429  
Fairhope, AL 36533

**Courier (UPS, FedEx, etc.)**

City of Fairhope  
Attn: Jillian Saffle, Purchasing Manager  
555 S. Section St.  
Fairhope, AL 36532

Or hand delivered:

City of Fairhope  
Attn: Jillian Saffle, Purchasing Manager  
555 S. Section St.  
Fairhope, AL 36532

Be advised that overnight delivery by express or courier to Fairhope is not guaranteed. Faxed or e-mailed bids will not be accepted.

Questions or comments pertaining to this ITB must be sent to the Purchasing Manager, Jillian Saffle, seventy-two (72) hours prior to the ITB opening or will be forever waived.

## ITEM III INSTRUCTIONS TO BIDDERS

### 1.0 GENERAL REQUIREMENTS

- 1.1 The City of Fairhope will not furnish any labor, material or supplies unless specifically stated in the Contract documents. CONTRACTOR must be properly licensed to perform the work as outlined in the Scope of Work. Bidder must have a current business license or purchase a business license with the City of Fairhope prior to or (upon) bid being awarded. Where required by State law, State of Alabama CONTRACTOR'S license is required.
- 1.2 All Addenda are part of the Contract Documents. Include resultant costs in the Bid. Addenda will be issued by posting to the City of Fairhope website: [www.fairhopeal.gov](http://www.fairhopeal.gov), and posted on the City of Fairhope Warehouse bulletin board located at 555 S. Section St., Fairhope, AL. It is the responsibility of the bidder to obtain any addenda and verify that all addenda have been received.
- 1.3 The bidder shall be required to file with his or her proposal either a cashier's check drawn on an Alabama bank or a bid bond executed by a surety company duly authorized and qualified to make such bonds in the State of Alabama, payable to the City of Fairhope for an amount not less than five percent (5%) of the awarding authority's estimated cost or of the CONTRACTOR'S bid, but in no event more than ten thousand dollars (\$10,000).
- 1.4 The bidder to whom award is made shall provide a Performance Bond equal to 100% (percent) of the Contract amount and a Labor and Materials Bond equal to 100% (percent) of the Contract amount. The accepted bidder shall also provide insurance as required further detailed herein.
- 1.5 The Construction documents are the ITB, Drawings (as required), Addenda, and all other related documents bearing the Bid Name and Bid Number. Bidders shall use complete sets of Construction Documents in preparing their Bids. The City will not assume responsibility for errors or misinterpretation resulting from the use of incomplete sets of Construction Documents.
- 1.6 Except for contracts funded in whole or in part by funds received from a federal agency, preference shall be given to resident CONTRACTORS on the same basis as the non-resident bidder's state awards contracts to Alabama CONTRACTORS bidding under similar circumstances. Therefore, non-resident bidders shall submit with their bid a written opinion of an attorney at law licensed to practice law in the non-residents bidder's state of domicile as to preferences granted by the state to entities doing business in that state when letting public contracts.

### 2.0 PROPOSAL SUBMISSION AND PREPARATION

- 2.1 Sealed bids, signed, executed, and dated will be received by the City of Fairhope as noted herein. The bid shall be enclosed in a sealed opaque envelope approximately 9X12 inches or larger, clearly identified on the outside as a **SEALED PROPOSAL with Bidder's Name and Number, Bidder's Name and Address, and opening time and date**. When sent by mail, or courier service, the sealed envelope containing the proposal, marked as indicated above, shall be enclosed in another envelope for mailing.
- 2.2 Forms furnished, or copies thereof, shall be used in strict compliance with the requirements of the Bid, these instructions, and the instructions printed on the forms as necessary. Special care should be exercised in the preparation of bids. Bidders must make their own estimates of the facilities and difficulties attending the performance of the proposed contract, including local conditions,

uncertainty of weather, and all other contingencies. All designations and prices shall be fully and clearly set forth. The proper space in the bid and guaranty forms shall be suitable filled in.

- 2.3 Fill in all blanks on the Bid Form with non-erasable ink or type. Erasers or other changes must be explained or noted over the signature of the bidder.
- 2.4 The Bid Form may have a Contingency Allowance listed. If so, add this amount to the Bid Base to derive the Total Bid. The Contingency Allowance covers unforeseen conditions and shall not be used by the CONTRACTOR without the written authorization of the Owner. At the conclusion of the project, the unused portion of the Contingency Allowance shall revert to the Owner.
- 2.5 Each bid must give the full business address of the bidder and must be signed by him / her with his / her usual signature. Bids by partnerships must furnish the full names of all names of all partners and must be signed with the partnership name by one of the members of the partnership, or by an authorized representative, followed by the signature and designation of the person signing. Bids by corporations must be signed with the partnership name by one of the members of the partnership, or by an authorized representative, followed by the signature and designation of the person signing. Bids by corporations must be signed with the legal name of the corporation followed by the name of the State of Incorporation and by the signature and designation of the president, secretary, or other person authorized to bind it in the matter. The name of each person who affixes to this signature the word "president", "secretary", "agent", or other designation without disclosing his principal, may be held to be the proposal of the individual signing. When requested by the City of Fairhope, satisfactory evidence of the authority of the officer signing in behalf of the corporation shall be furnished.
- 2.6 Each project will be bid separately unless otherwise expressly requested in the contract document. Combination bids, that is, bids on separate projects lumped together as a single bid or on all or none basis, will not be accepted unless the contract document expressly requests or permits same. Alternate bids will not be considered unless requested. Bidders are to provide with their bid, a reference list to include name / address / phone number.
- 2.7 Bids may be withdrawn by written or telegraphic request received from the bidder prior to the time fixed for opening. No bid shall be withdrawn for a period of THIRTY (30) days subsequent to the opening of bid without the consent of the City Council of the City of Fairhope.
- 2.8 The CONTRACTOR agrees to perform the work within the time stated in the Bid Response Form. The bidder in submitting an offer accepts the conditions of the contract period stated for performing the work.
- 2.9 If more than one proposal is offered by any one party, by or in a name of his clerk, partner, corporation in which he has a substantial interest, or in which he is an officer, or other person, all such proposals may be rejected. A party who has quoted prices on materials to a proposal is not thereby disqualified from quoting prices to other proposers or from submitting a bid directly for the materials or work. The City reserves the right to determine in its discretion whether the provisions of this clause have been violated by any proposer.
- 2.10 Compliance with or variations from the specifications must be noted as to each item on the Specification Sheet. This requirement must be met even though the Purchasing Manager may alter the specifications in the form of an addendum to accommodate variances. A request for a change in the specifications to accommodate a variation must be called to the attention of the Purchasing Manager at least seventy-two (72) hours before the bid opening date. All requests for such changes

will be considered and the merits weighed. Only those changes in specifications deemed to be in the best interest of the City will be made. In the event of a change in specifications, an addendum will be supplied to bidders. Exceptions may be accepted if they are minor, equal, or superior to that which is specified, and provided that they are listed and fully explained on a separate page entitled, "Exceptions to Specifications". The exceptions shall refer to the specification page and paragraph number. The City shall determine which (if any) exceptions are acceptable and this determination shall be final.

### **3.0 ERRORS / REJECTION OF PROPOSAL**

- 3.1 Bids that contain irregularities of any kind may be declared unacceptable at the discretion of the City. The City may waive any minor irregularities and may reject any or all proposals. Bids received after the deadline will be returned to the proposer unopened.
- 3.2 Bidders or their authorized agents are expected to examine the maps, drawings, specifications, and all other instructions pertaining to the work, which will be open to their inspection. Failure to do so will be at the bidder's own risk. In case of error, in the extension of prices the unit price will govern.
- 3.3 Contact initiated by a potential bidder with a City official will be only as specifically set out in this invitation. Any other contact with a City official initiated by a potential bidder or bidder regarding this bid, **between the date of this invitation to the date of bid award**, shall be deemed and treated as an attempt to unduly influence the bid award, and may be grounds for rejection of the bid submitted by the bidder initiating such other contract, at the discretion of the City of Fairhope. All questions regarding the contents of this bid should be directed to the Purchasing Manager.
- 3.4 If there is any reason for believing that collusion exists among the bidders, any or all bids may be rejected, and those participating in such collusion may be barred from submitting bids on the same or other work with the City.
- 3.5 The City of Fairhope reserves the right to reject the bid of a bidder who has previously failed to perform properly or complete on time contracts of a similar nature, or a bid of a bidder who is not, in the judgement of the City, in a position to perform the Contract.

### **4.0 PROPOSAL ACCEPTANCE / AWARD OF CONTRACT**

- 4.1 Bids with the lowest Total Bid amount from a responsive and responsible bidder may be accepted if within the contract budget. In the event that alternates are listed on the Bid Form, the lowest combination of Total Bid and Alternate Bid accepted by the owner shall be the accepted bid. Alternates shall be awarded in the order in which they are listed on the Bid Form.
- 4.2 The bid to whom award is made must, when requested, enter into written contract on the standard form as set out herein, with satisfactory security in the amount required, within the period specified, or, if no period be specified, within 15 days after the required forms are presented for signature.
- 4.3 Limitations: The CONTRACTOR shall not sublet, assign, transfer, convey, sell or otherwise dispose of any portions of the contract, his right, title, or interest therein, or his power to execute such contract, to any person, firm or corporation without written consent of the City, and such written consent shall not be construed to relieve the CONTRACTOR of any responsibility for the fulfillment of the contract. Unless otherwise stipulated in the proposal or special provisions, the CONTRACTOR shall perform with his own organization, and with the assistance of workmen under his immediate superintendence and reported on his payroll, all contract work of a value not less

than 50 percent of the total contract amount, except that any items designated in the contract as "Specialty Items" so performed by sub-contract may be deducted from the total contract amount before computing the amount of work required to be performed by the CONTRACTOR with his own organization.

- 4.4 Sub-contractor's Status: A Sub-CONTRACTOR shall be recognized only in the capacity of an employee or agent of the CONTRACTOR and the CONTRACTOR will be responsible to the City for all of the sub-contractor's work, including failures or omissions; and his removal may be required by the Project Manager, as in the case of an employee.
- 4.5 The CONTRACTOR shall commence work within 10 days of issuance of the *Notice to Proceed* (NTP), or as otherwise directed in writing.
- 4.6 The CONTRACTOR will furnish a Performance Bond and a Labor and Materials Bond in the form and terms approved by the City in an amount not less than the estimated event cost for any and / or all events within ten (10) days of receiving the Notice to Proceed. The cost of said bond premiums will not be an additional cost to the city.
- 4.7 The CONTRACTOR shall prosecute the work continuously and diligently in the order and manner set out in his schedule as approved by the City. He shall provide sufficient satisfactory materials, labor, and equipment, to ensure that the work will be completed in a satisfactory manner within the time specified in the contract.
- 4.8 Should the CONTRACTOR fail to maintain a satisfactory rate of progress, the City may require that additional forces and/or equipment be placed on the work to bring the project up to schedule and maintain it at that level.
- 4.9 Should the Contract fail to furnish sufficient satisfactory equipment and/or labor for maintaining the quality and progress of the work at satisfactory level, the City may withhold all estimates that may become due until satisfactory quality and progress are maintained; or the contract may be annulled.

**ITEM IV  
BID BOND**

The PRINCIPAL (Proposer's name and address):

The OWNER (Name and Principal place of business):

City of Fairhope  
P.O. Drawer 429  
Fairhope, AL 36533

The BID No. for which the Principal's Proposal is submitted (Bid Name as it appears in the Bid Documents):

**BID No. 016-18 Inmate Telephone Services for Fairhope Municipal Jail**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Principal and Surety, jointly and severally, hereby bind ourselves, our heirs, executors, administrators, successors, and assigns to the Owner in the PENAL SUM of five percent (5%) of the amount of the Principal's bid, but in no event more than TEN THOUSAND DOLLARS (\$10,000.00).

THE CONDITION OF THIS OBLIGATION is that the Principal has submitted to the Owner the attached bid, which is incorporated herein by reference, for the Project identified above.

NOW, THEREFORE, if, within the terms of the Bid Document, the Owner accepts the Principal's bid and the Principal thereafter either:

- (a) executes and delivers a Construction Contract with the required Performance and Payment Bonds (each in the for contained in the Bid Documents and properly completed in accordance with the bid) and delivers evidence of insurance as prescribed in the Bid Documents, or
- (b) fails to execute and deliver such Construction Contract with such Bonds and evidence of insurance, but pays the Owner the difference, not to exceed the Penal Sum of this Bond, between the amount of the Principal's Bid and the larger amount for which the Owner may award a Construction Contract for the same Work to another bidder, then, this obligation shall be null and void, otherwise it shall remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that the obligation of the Surety under this Bond shall not in any manner be impaired or affected by any extension of the time within which the Owner may accept the Principal's bid, and the Surety does hereby waive notice of any such extension.

SIGNED AND SEALED THIS \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Principal (Company)

ATTEST

\_\_\_\_\_  
by \_\_\_\_\_

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Surety Company

SURETY ATTEST

\_\_\_\_\_ by \_\_\_\_\_

\_\_\_\_\_  
Print Name and Title

UNPAID



**ITEM V**  
**PERFORMANCE BOND**

KNOW ALL MEN: That we \_\_\_\_\_  
Insert here the name & address of legal title of the CONTRACTOR

\_\_\_\_\_ hereinafter called the Principal, and

and \_\_\_\_\_

hereinafter called the Surety or Sureties, are held and firmly bound unto The City of Fairhope, hereinafter called the Owner in the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) for the payment whereof the Principal and the Surety or Sureties bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly, by these presents.

WHEREAS, the Principal has, by means of a written agreement, dated \_\_\_\_ / \_\_\_\_ / \_\_\_\_ entered into a contract with the Owner for: **BID No. 016-18 Inmate Telephone Services for Fairhope Municipal Jail**, which agreement is by reference made a part hereof,

NOW THEREFORE, The conditions of this obligation is such that if the Principal shall faithfully perform the Contract on his part, and satisfy all claims and demands, incurred for the same, and shall fully indemnify and save harmless the Owner from all cost and damage which he may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good for any such default thence this obligation shall be null and void; otherwise, it shall remain in full force and effect.

PROVIDED, HOWEVER, that no suit, action or proceedings, by reason of any default whatever be brought on his Bond after twelve months from the day on which the final payment under the Contract falls due.

PROVIDED, further, that the said surety or sureties, for value received hereby stipulate and agree that no change, extension of time, or addition to the terms of the Contract or to the work to be performed thereunder of the Specifications thereof shall in any way effect their obligations on this bond, and they do hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work, or to the Specifications.

WITNESS our hands this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
SIGNATURE of Individual Bidder DBA, \_\_\_\_\_  
Business Name

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

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Name of Corporation, Partnership, or Joint Venture

Business Mailing Address

\_\_\_\_\_  
City, State, Zip Code

BY: \_\_\_\_\_  
Signature of Officer Authorized to sign Bids and Contracts for the Firm      Position or Title

\_\_\_\_\_  
GENERAL CONTRACTOR'S LICENSE NUMBER      CONTRACTOR'S STATE OF ALABAMA FOREIGN VENDOR REGISTRATION NUMBER (required of out-of-state vendors)

ATTEST:

\_\_\_\_\_  
Secretary      Name of State under the laws of which incorporated

\_\_\_\_\_  
Name of Surety      By: \_\_\_\_\_  
Attorney in Fact

**ITEM VI**  
**LABOR AND MATERIALS BOND**

KNOW ALL MEN BY THESE PRESENTS, that we: \_\_\_\_\_

\_\_\_\_\_ As Principal, and \_\_\_\_\_ as Surety, are held and firmly bound under said City of Fairhope hereinafter called the Obligee, in the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) lawful money of the United States, for the payment of which sum and truly to be made, we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, said principal has entered into a certain Contract with said Obligee, dated \_\_\_\_/\_\_\_\_/\_\_\_\_. (Hereinafter called the Contract) for **Bid No. 016-18 Inmate Telephone Services for Fairhope Municipal Jail** in which Contract and the Specifications for said work shall be deemed a part hereof as fully as if set out herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if the said Principal and all SUB-CONTRACTORS to whom any portion of the work in said contract is sublet and all assignees of said Principal and of such SUB-CONTRACTORS shall promptly make payments to all persons supplying him or them with labor, materials, or supplies for or in the prosecution of the work provided for in such Contract, or any amendment or extension of or addition to said Contract, and for the payment of reasonable attorney's fees incurred by the successful claimant or plaintiffs in suits or claims against the CONTRACTOR arising out of or in connection with the said contract, then the above obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is subject to the following conditions and limitations.

- (a) Any person, firm or corporation that has furnished labor, materials, or supplies for or in the prosecution of the work provided for in said Contract shall have a direct right to action against the Principal and Surety on this bond, which right of action shall be asserted in a proceeding, instituted in the County in which the work provided for in said Contract is to be performed or in any County in which said Principal or Surety does business. Such right of action shall be asserted in a proceeding instituted in the name of the claimant or claimants for his or their use and benefit against the Principal and Surety or either of them (but not later than one year after the final settlement of said Contract falls due) in which action such claim or claims shall be adjusted, and judgment rendered thereon.
- (b) The Principal and Surety hereby designate and appoint the Mayor of the City of Fairhope or his successor or representative as the agent of each of them to receive and accept services of process or other pleading issued or filed in any proceeding instituted on this bond and hereby consent that such service shall be the same as personal service on the Principal and/or Surety.
- (c) The Surety shall not be liable hereunder for any damages or compensation recoverable under Workmen's Compensation or Employer's Liability Statute.
- (d) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or proceeding thereon that is instituted later than one year after the final settlement of said contract.
- (e) This Bond is given pursuant to the terms of an Act of the Legislature of the State of Alabama approved February 8, 1935, entitled: "An Act to further provide for Bonds and CONTRACTORS on State and other public works and suits thereon".

WITNESS our hands this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
SIGNATURE of Individual Bidder DBA, \_\_\_\_\_  
Business Name

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

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Name of Corporation, Partnership, or Joint Venture

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

\_\_\_\_\_  
City, State, Zip Code

BY: \_\_\_\_\_  
Signature of Officer Authorized to sign Bids and Contracts for the Firm Position or Title

\_\_\_\_\_  
GENERAL CONTRACTOR'S LICENSE NUMBER CONTRACTOR'S STATE OF ALABAMA FOREIGN VENDOR REGISTRATION NUMBER (required of out-of-state vendors)

ATTEST:  
\_\_\_\_\_  
Secretary Name of State under the laws of which incorporated

\_\_\_\_\_  
Name of Surety By: \_\_\_\_\_  
Attorney in Fact

## ITEM VII INSURANCE REQUIREMENTS

Awarded Contractor, at its sole expense, shall obtain and maintain in full force the following insurance to protect the Contractor and the City of Fairhope at limits and coverages specified herein. The City of Fairhope will be listed as an additional insured under the Contractor's General Liability insurance and automobile liability insurance policies and all other applicable policies and certificates of insurance. These limits and coverages specified are the minimum to be maintained and are not intended to represent the correct insurance needed to fully and adequately protect the awarded bidder.

All insurance will be provided by insurers by admitted carriers in the State of Alabama, shall have a minimum A.M. Best rating of A-VII and must be acceptable to the City. Self-insured plans and/or group funds not having an A.M. Best rating must be submitted to the City for prior approval.

**NO WORK IS TO BE PERFORMED UNTIL PROOF OF COMPLIANCE WITH THE INSURANCE REQUIREMENTS HAS BEEN RECEIVED BY THE CITY.**

### **Worker's Compensation and Employer's Liability**

Part One: Statutory Benefits as required by the State of Alabama		
Part Two: Employer's Liability	\$1,000,000	each accident
	\$1,000,000	each employee
	\$1,000,000	Policy Limit

### **U.S. Longshoreman & Harbor Workers Act (USL&H)**

Required if contract involves work near a navigable waterway that may be subject to the USL&H law.

### **Maritime Endorsement (Jones Act)**

Endorsement required if contract involves the use of a Vessel. Or includes coverage for "Master or Member or Crew" under "Protection and Indemnity" coverage (P&I) unless crew is covered under Workers Compensation.

Bodily injury by accident	\$1,000,000	each accident
Bodily injury by disease	\$1,000,000	aggregate

### **Commercial General Liability**

Coverage on an Occurrence from with a combined single limit of (Bodily Injury and Property Damage) combined as follows:

Each occurrence	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Products/Completed Operation Aggregate	\$2,000,000
General Aggregate	\$2,000,000

Coverage to include:

- Premises and operations
- Personal injury and Advertising Injury
- Products/completed operations
- Independent Contractors

Blanket Contractual Liability  
Explosion, Collapse and Underground hazards  
Broad Form Property Damage  
Railroad Protective Liability Insurance if work involves construction, demolition, or maintenance operations on or within 50 feet of a railroad.

**Automobile Liability**

Covering all owned, non-owned, and hired vehicles with a limit of no less than \$1,000,000 combined single limit of Bodily injury and property damage per occurrence.

**Certificates of Insurance**

A Certificate of Insurance evidencing the above minimum requirements must be provided to and accepted by the City PRIOR to commencement of any work on the contract. Each policy shall be endorsed to provide ten (10) days written notice of cancellation to the City.

The Contractor shall require certificates of insurance from sub-Contractors. Sub-Contractors will carry limits of insurance equal to or greater than those carried by the Contractor. These certificates shall evidence waivers of subrogation in favor of the Contractor and the City and shall be made available to the City upon request.

## ITEM VIII

### SCOPE OF WORK AND SPECIFICATIONS

#### 1.0 PROJECT DESCRIPTION

The City of Fairhope is seeking bids from Alabama Public Service Commission qualified vendors of inmate telephone service to provide inmate telephone equipment and related services at the Fairhope correctional facility (jail) supervised by the Fairhope Police Department. ***No entity shall present itself as a provider of Inmate Calling Services (ICS) in the State of Alabama without proper authority and certification from the Alabama Public Service Commission.***

Equipment, products and services which are not specifically requested in this Bid that are necessary to provide the functional capabilities proposed, shall be furnished by Contractor.

The purpose of this Bid is to ensure a fully operational, flexible, secure and reliable inmate telephone system and to provide the CITY the means to ensure the lawful and legitimate use of the system. The provision of inmate telephone services is considered a critical service element and the system's quality, performance and reliability of service are high priority to the City of Fairhope.

The CITY is requesting bids to provide Inmate Telephone System & Services at the City of Fairhope Corrections Center. A turn-key fully operational system, which will provide Local, Inter LATA and Intra-LATA service for which a **cost recovery rate** will be paid to the City of Fairhope for all calls processed by coinless telephones. This method of providing service will include a single primary contractor with end-to-end network and equipment responsibilities. Sub-contractor relationships will be permitted and encouraged to obtain and maintain end-to-end service.

#### 2.0 DEFINITIONS

**2.1 Vendor:** Refers to the vendor of the proposed equipment and services. **Vendor must be certified by the Alabama Public Service Commission.**

**2.2 CITY:** Fairhope City Council, Mayor, and the officers, agents, and employees of the City of Fairhope, Alabama.

#### 3.0 SCOPE OF WORK

##### 3.1 GENERAL

- 3.1.1 The following requirements are **mandatory**. **Vendors are required to submit documentation (with submitted Bid Response Form) of their proposed system capabilities to meet these requirements.**
- 3.1.2 In addition to meeting or exceeding the requirements defined herein, the successful bidder will provide current specifications for all hardware and software, a full description of optional and standard features and a list of at least five (5) contact agencies who have been using the proposed system in a similar size environment as the Fairhope Municipal Jail.
- 3.1.3 It is not the City of Fairhope's intention to pay any charges, either to the successful bidder or sub-vendor for the establishment of this service, removal of existing service and equipment, and adding/deleting future equipment as identified by the CITY.
- 3.1.4 The successful bidder must provide for a local inmate telephone repair service that is acceptable to the CITY. Said repair service shall be capable of repairing, modifying, installing, removing and reprogramming of the installed equipment and shall have adequate inventory of repair and/or replacement parts. Repairs must be completed

within 24 hours of report to the vendor by the CITY. In the event of a 50% or greater systems failure, the vendor must respond within 4 hours of report by the Fairhope Municipal Jail and have the system operational within 24 hours, unless the Fairhope Municipal Jail agrees to an extension. The inmate telephone provider will provide the Fairhope Municipal Jail with a toll-free, 24-hour, 365-day telephone number to report repair or maintenance problems. The inmate telephone provider will provide a toll-free telephone number for the inmates' family members to call regarding their telephone bills. **System must NOT require on-site intervention for re-boot. System must not require replacement fuses, batteries, and other peripheral hardware.**

3.1.5 Each Vendor must prepare a written bid. All pages of the response must be numbered. ITB must be formatted consistent with the specific sections and numbered paragraphs and must respond to each on an individual basis. Failure to address any item must be interpreted as non-responsive. Vendors must respond to all paragraphs and submit the following:

- Letter of Transmittal
- Vendor Qualifications
- ITB Specification Responses
- References
- Financial Statement
- Rates and Cost Recovery Rate (Item III: Bid Response Form)
- Installation Plan
- Account Support Narrative

3.1.6 An authorized representative of the **Vendor must sign each ITB response**. Additionally, it should include the name(s) of the person(s) designated as the contact with City of Fairhope.

3.1.7 **Original and three (3) copies** of the **ITB response**, written clearly and legible, must be submitted in a **sealed** envelope plainly marked on the outside "**COMPETITIVE BID NO. 016-18 INMATE TELEPHONE SERVICES**". Please also include CONTRATOR'S name and address on outside of envelope.

3.1.8 The ITB responses must be received by the City of Fairhope on or before the date and time shown on page 1 of the Invitation to Bid documents. Responses not received by this date and time will be automatically disqualified from consideration.

### **3.2 AWARD**

3.2.1 The CITY will review all ITB responses to ensure compliance with the specifications. Vendor may be excluded from further consideration to comply with the specifications of the ITB.

3.2.2 The CITY reserves the right to accept or reject any or all bids, or to waive any informalities and irregularities in the bids received whenever such rejection or waiver is in the interest of the CITY.

3.2.3 To insure specified performance of the proposed system, the CITY reserves the right to require a finalist(s) demonstration/presentation of system.

Bid Award will be to the Vendor that is determined best able to provide the services described in the ITB at the most advantageous cost recovery rate to the CITY.



**All companies responding to this ITB must disclose any and all fees, charges, and surcharges that may be charged to any customer for any service offered to an inmate as part of their response to this ITB.**

**The Cost Recovery Rate to be paid is based on any and all gross revenue, collected or not, generated by the use of the inmate phone system either directly or indirectly, by any party. That revenue includes but is not limited to phone calls, video calls or communication, text, email, and any other services that may be offered.**

### **3.3 POWER OF ATTORNEY**

- 3.3.1 Attorneys-in-fact who sign bid bonds must file with each bond a certified and effectively dated copy of their power of attorney.

### **3.4 PRIME CONTRACTORS RESPONSIBILITIES**

- 3.4.1 Vendor will assume responsibility for delivery of services and performance, regardless whether or not the Vendor subcontracts any of these items listed in the ITB. The Vendor will be the sole point of contact regarding contractual matters, including performance of installation, services and maintenance of the equipment. Vendor will be totally responsible for all obligations outlined under this ITB. The Vendor cannot resale OR ASSIGN the original contract without the permission of the City of Fairhope.

### **3.5 EQUIPMENT ACCEPTANCE**

- 3.5.1 Final acceptance for each equipment item furnished under this contract may be subject to testing after completion of the installation. Acceptance criteria shall be comprised of an inspection of product installation so as to assure compliance with this ITB and construction and electrical codes according to the normally accepted standards of workmanship, as well as performance testing of the system and its components to assure compliance with contractual specifications and requirements. Work or materials not in compliance with the specifications shall be repaired, removed, or replaced, at the expense of the Contractor.

### **3.6 CONTRACTUAL RELATIONSHIP**

- 3.6.1 Nothing contained herein creates any contractual relationship between the CITY and the Vendor, contractor, sub-contractor, or supplier. However, bidding statements contained in the response of the successful vendor and the technical service requirements contained herein will become part of the Contract for the equipment, installation, and services.

#### **3.6.2 Contract Term**

The Contract resulting from this ITB shall be for a period of three (3) years to begin on the date of the full executing of the Contract. At the end of the Contract, Vendor agrees to provide service on a month-to-month basis until the CITY can procure a new Contract through the ITB process. Prices, terms, and conditions shall remain the same for the duration of the contract and any time thereafter until the CITY can procure a new Contract.

#### **3.6.3 Termination**

The CITY may terminate the resulting agreement in the event of a material breach by the Vendor. The CITY will give thirty (30) day written notice of the breach. If the specified breach is not corrected by the Vendor within the thirty (30) days, the CITY will have the right to terminate this agreement without further notice.

**3.6.4 Licensing, Certification, and Other Statutory Requirements**

It is the responsibility of the Vendor to meet and obey all applicable Federal and State Licensing and certification requirements. This will be done at the Vendor's expense, with no expense to the CITY. All applicable federal, state, and local laws, rules and regulations governing telecommunications service contracts will apply to the Contract throughout and be deemed incorporated into the Contract.

**No Vendor shall present itself as a provider of Inmate Calling Service in the State of Alabama without proper authority and certification form the Alabama Public Service Commission. Vendors must be compliant with all Alabama Public Service Commission Rules and Regulations.**

**3.6.5 Installation / Disconnection**

The CITY will unilaterally determine the locations as well as the need for future installations and disconnects. Successful Vendor will be responsible for all costs associated with the installation or disconnection throughout the term of the Contract.

**3.6.6 Present Inmate Telephone Services**

Presently, the City of Fairhope Corrections Center does not have a phone system in place for inmates.

The Correctional Center has an average daily population of 15.

**3.6.7 Miscellaneous Requirements**

Each Vendor should enclose a copy of the terms and conditions of their standard Contract.

Vendors should make every attempt to use technological terminology in their bid that is common to the industry and technology used by the CITY. Comparable terminology may be substituted where appropriate if the Vendor provides clear and concise definitions.

The CITY will not be liable for any of the costs incurred in preparation and presentation of the bid.

Any material submitted by the Vendor that is considered confidential in nature must be clearly marked as such.

**3.7 VENDOR QUALIFICATIONS**

3.7.1 Vendor is required to state compliance with each requirement as contained herein.

3.7.2 **Experience** **Comply yes \_\_\_\_\_ no \_\_\_\_\_**

Vendor must be experienced in providing phone services to large customers with at least 100 stations in one location and must have an installed base of no less than 100 inmate telephone systems. Response to this paragraph must be a full capability statement, including, but not limited to the following:

1. Years and nature of experience in telephone business.
2. Certified financial statements. Vendor must show proof of profitability and financial stability.

3.7.3 **References** **Comply yes \_\_\_\_\_ no \_\_\_\_\_**

Vendor must provide a list of five (5) current customer references that the CITY may contact. **IT IS NOT ACCEPTABLE TO RESPOND THAT VENDOR'S CUSTOMER REFERENCES ARE PROPRIETARY INFORMATION.** Vendors are advised that references will be contacted without further consent or approval of the Vendor.

3.7.4 **Subcontractors** **Comply yes \_\_\_\_ no \_\_\_\_**

If any part of the work is or will be subcontracted, the Vendor must provide the name and address of the subcontractor within the bid response. All subcontracted work will be bound by the same terms as contained in the Contract. Vendor will be held responsible for all work performed by the subcontractor.

**3.8 TECHNICAL REQUIREMENTS**

3.8.1 **Purpose and Intent** **Comply yes \_\_\_\_ no \_\_\_\_**

The purpose and intent of this bid is for the provision of approximately FOUR (4) inmate phones, THREE (3) existing visitation phones, and ONE (1) portable phone with TTY capabilities at the Fairhope Municipal Jail. The three (3) existing visitation phones are currently battery operated and will need to be changed to a hardwired / recorded system.

Vendor must propose equipment, local, intralata, and interlata services. Vendor should propose a package including installation, maintenance, and payment to the CITY of monthly cost recovery rates as allowed by the Federal Communications Commission Order. Vendor must inspect each installation site and provide replacement telephones, enclosures, and panels as needed.

3.8.2 **System Configuration** **Comply yes \_\_\_\_ no \_\_\_\_**

The inmate telephone system proposed by the Vendor must be turnkey, Non-Coin Telecommunications Service.

The proposed inmate telephone system at the Fairhope Municipal Jail facilities must be capable of completing station-to-station and / or person-to-person collect calls from inmates

The proposed inmate telephone system must not require any electrical outlets at the actual telephone set locations.

The system should have the capability of simultaneously recording all inmate calls 24 hours a day, 7 days a week and storing the call recordings for the length of the contract.

3.8.3 **Instruments** **Comply yes \_\_\_\_ no \_\_\_\_**

If the telephones are replaced, Vendor must install new Inmate stations made of heavy gauge steel construction with armored keypad and Lexan type handset. All units must be provided with an 18-inch handset cord, which will withstand 800 pounds of longitudinal tension. Each station must be secured with special security type screws. Keyed locks must not be acceptable. Telephones must be in full compliance with Americans with Disabilities Act (ADA). Vendor must provide catalog cut sheet of proposed telephone instruments.

Inmate telephone sets must be wall mounted, of stainless or equivalent tamper-resistant durable construction.

3.8.4 **Access** **Comply yes \_\_\_\_ no \_\_\_\_**

The Inmate telephone system must provide outgoing collect service with no access to direct dialed or operator handled service.

The system must be restricted to outgoing calls only, no incoming calls are allowed.

Facility officials must retain the capability of turning off or blocking service to any telephone or group of telephones from a central location inside the facility.

The system must be capable of accepting changes in a central location that have immediate effect on all sites. PINs, allowed number lists, and blocked number lists should be controlled from a central location for data consistency.

**All telephones must be FCC registered and Contractor's current FCC number must be provided as part of the bid response. Vendor must submit a detailed description of all specific features offered.**

The system proposed must be designed to use only an automated operator to place inmate calls. The system should provide clear voice prompts to complete calls without the use of an operator. Vendor must provide a clear description of all automated operator services that will be used for Inmate calls.

3.8.5 **Calling Instructions** **Comply yes \_\_\_\_ no \_\_\_\_**

Each telephone shall have easy to follow voice instructions for the type of calls allowed. In addition, voice prompt instructions will be provided to the inmate in up to ten (10) languages chosen by the CITY.

3.8.6 **Problem Reporting Capabilities** **Comply yes \_\_\_\_ no \_\_\_\_**

The proposed system should have automated problem reporting system that provides visual notification to the Vendor when issues arise. Vendor must be required to fully describe those capabilities in response to this paragraph. Vendor must notify the CITY of any failures immediately with an estimated restoration time. Vendor will provide updates every four hours until service is restored.

3.8.7 **Call Blocking** **Comply yes \_\_\_\_ no \_\_\_\_**

The system must be capable of blocking an unlimited number of individual numbers. Vendor must state the method and quantity of telephone numbers the system can block. Blocked numbers must be able to be entered at a central location and have immediate effect either at the facility level or system-wide.

3.8.8 **Call Branding** **Comply yes \_\_\_\_ no \_\_\_\_**

All collect calls placed from the **Fairhope Municipal Jail** on the inmate telephones must be capable of being identified to the called party as follows:

Pre- "This is a collect call from \_\_\_\_\_ (Inmate speaks name, or system plays Inmate's recorded name) an Inmate at the Fairhope Municipal Jail."

The system should provide the called party with the ability to hear calling rates as they apply to the phone call they are receiving.

In addition, the system must have the capability to inform the called party at selected intervals during the conversation that they are speaking with an inmate and that the call is being monitored and / or recorded.

The system should provide the called party the option to block future call from the jail.

**3.8.9 Answer and Termination Detection** **Comply yes \_\_\_\_ no \_\_\_\_**

The telephone system must record the method in which the call was accepted or denied. Further, the system must record the method in which the call was terminated. This information must be contained within the call detail records (CDR) and be included in call detail reports.

**3.8.10 Call Detail Reports** **Comply yes \_\_\_\_ no \_\_\_\_**

3.8.10.1 The Inmate telephone system must provide full call detail records for use in administrative and investigative purposes. The inmate telephone system memory should be capable of all call record detail for the length of the contract.

3.8.10.2 Call detail reports should be available to the CITY on a real time basis via the on-site terminal. The records must provide the following minimum information on all outgoing calls:

- A. Time of day originated and terminated
- B. Station number originating call
- C. Number dialed
- D. Line or trunk group and trunk number call route
- E. Duration of call in minutes and seconds
- F. Method of call termination
- G. Location of the station originating the call
- H. Cost of the call

3.8.10.3 All call detail records must be collected and stored real time at a central, secure location with redundancy.

3.8.10.4 The proposed system must provide to facility personnel the following reports, displaying, and printing both real time and historical detail records.

- A. Calls from a specified inmate phone
- B. Calls to a specified destination number
- C. Calls from a group of inmate phones
- D. Calls of a certain type (e.g. free calls)
- E. Calls through a particular trunk line
- F. Calls with recorded conversations
- G. Calls with attached notes
- H. Calls with keywords found in notes
- I. Call of a specified duration
- J. Calls for a specified inmate PIN
- K. Calls with a specified start or end code
- L. Completed calls
- M. Incomplete calls
- N. Incomplete calls that validated
- O. Locked calls

3.8.10.5 Samples of call detail reports must be provided.

3.8.10.6 The inmate telephone system must be able to generate frequency reports including origination number, destination number, inmate PIN, and truck identification number.

**3.8.11 Call Length Control** **Comply yes \_\_\_\_ no \_\_\_\_**

Facility officials must be given total flexibility to limit the length of calls placed by Inmates, e.g.15 minutes. The inmate must be warned prior to disconnecting that the call time limit is about to expire. The system must provide the ability to set such time limits at the pin and station level, as well as globally across the system.

**3.8.12 Call Supervision** **Comply yes \_\_\_\_ no \_\_\_\_**

3.8.12.1 The inmate telephone system must provide live-monitoring capability via a line indicator at a central location with which facility personnel should have the ability to select any access line by issuing a simple keystroke command. This capability must be provided from any computer / workstation designated by system administrator(s).

3.8.12.2 Neither the called party nor the inmate should detect an audible indicator that would warn him / her that the line is being monitored.

3.8.12.3 All call monitoring should be available via the inmate telephone system workstation. No other equipment should be required. Each workstation shall have access to the activity of any site in a system.

3.8.12.4 The inmate telephone system should allow users with the appropriate password level to terminate an inmate call in progress instantly from the PC workstation.

3.8.12.5 System users with the appropriate password level should have the ability to break-in on a specific inmate call in progress and talk to both parties (the inmate and the called party).

**3.8.13 Call Validation** **Comply yes \_\_\_\_ no \_\_\_\_**

3.8.13.1 All calls must be validated at a central location, on a real time basis to eliminate access to blocked numbers, cellular telephones, payphones, pagers or other unacceptable numbers.

3.8.13.2 The system must be designed to eliminate any and all access to a live operator.

3.8.13.3 PINs, allowed number Lists and blocked number lists must be part of the validation process and maintained centrally.

3.8.13.4 A method for completing calls to CLEC customers (e.g. unbillable numbers) in real time must be provided. The system must provide a method for completing calls to CLEC customers on the first and subsequent calls. Please explain how your system accomplishes this requirement.

- 3.8.14 **Controlled Access** **Comply yes \_\_\_\_ no \_\_\_\_**
- 3.8.14.1 The proposed inmate telephone system must provide facility officials with a means of controlling general access to telephone services. The system should provide a means to set telephones and groups of telephones in or out of service at predetermined times. Vendor must describe in detail how this will be accomplished.
- 3.8.14.2 Facility officials must have the capability of shutting down all telephones in a cellblock, all telephones in the entire facility or all phones system-wide from a single central interface.
- 3.8.15 **Fraud Control** **Comply yes \_\_\_\_ no \_\_\_\_**
- 3.8.15.1 Aid in controlling fraudulent use of the telephone network must be provided by interference with secondary call patterns, termination of calls if a second dial tone is detected, and prohibition of hook switch dialing.
- 3.8.15.2 The CITY will bear no responsibility for the loss of revenue as a result of fraudulent use of the telephone service. Fraudulent calls must be the sole responsibility of the Vendor.
- 3.8.15.3 The system must have the capability to detect the dialing of additional DTMF's following call connection. Upon detection, the system should play a warning message to the inmate and the called party.
- 3.8.15.4 The system must provide the ability to detect and flag three-way calls. Facility personnel should be provided with the ability to mark the call as a three-way call, disconnect the call, or both.
- 3.8.16 **Inspection Audit and Maintenance of Reports** **Comply yes \_\_\_\_ no \_\_\_\_**
- 3.8.16.1 The Vendor must maintain books, records and documents in accordance with generally accepted accounting practices that sufficiently and properly reflect all gross revenues generated.
- 3.8.16.2 The CITY or their representatives must have reasonable access, for the purpose of examination, to any books, documents, papers and records of the Vendor as they may relate to this Contract.
- 3.8.16.3 The CITY may cancel any resultant Contract for refusal by the Vendor to allow reasonable access to all documents, papers, or other materials originated or received by the Vendor in conjunction with this Contract.
- 3.8.17 **Maintenance Diagnostics** **Comply yes \_\_\_\_ no \_\_\_\_**
- 3.8.17.1 The system software should be designed to interrogate the system to perform continuous self-test diagnostics without CITY personnel intervention.
- 3.8.17.2 When the system detects a problem, a visual notification should immediately be displayed to the support staff in the vendor's maintenance center.
- 3.8.17.3 Vendor must include with submitted bid clear, concise information describing the operation of the diagnostic system.

**3.8.18 Network Access** **Comply yes \_\_\_\_ no \_\_\_\_**  
3.8.18.1 Vendor must provide an interface that allows control, monitoring, ability to listen to recorded conversations and PIN administration from a central location. Changes made through this interface must take effect immediately. Describe in detail how this will be accomplished.

3.8.18.2 Describe in detail the process a call would follow including voice prompts, validation process, and acceptance/denial process.

**3.8.19 Inmate PIN System** **Comply yes \_\_\_\_ no \_\_\_\_**  
3.8.19.1 The inmate telephone system must be capable of assigning a unique PIN for each Inmate. Each PIN should be between six (6) and fifteen (15) digits in length. The system must provide an automated PIN setup feature that allows an inmate to set up his own PIN account. Please describe the system's ability to provide this feature in detail.

3.8.19.2 Call duration, call velocity (# of calls allowed within a specified time frame), programmable free calls and phone usage periods must be programmable by individual inmate PIN.

3.8.19.3 Each inmate PIN must have the ability to have an associated call allowed number list that includes telephone numbers the inmate is permitted to call.

3.8.19.4 The inmate telephone system must provide a method for inmates to automatically build their own allowed number list. Please describe the system's ability to provide this feature in detail.

**3.8.20 Office Check-In** **Comply yes \_\_\_\_ no \_\_\_\_**  
The system must have the capability of allowing corrections officers to "check in" from any phone in the system, entering his PIN number and creating a report log of the time, date, and location of the phone used to "check in".

**3.8.21 Hot Number Alerts** **Comply yes \_\_\_\_ no \_\_\_\_**  
The system must allow a system administrator(s) to designate and set "Hot" Pins and "Hot" destination numbers. When the system detects that a call is being made using any of these pre-programmed "Hot" Pins or destination numbers, the system must automatically call destination numbers designated by the CITY. These designated numbers should include direct-dial desk phones, officer cell phones, home telephones, and pagers. The system must allow system administrator(s) to add or remove numbers from the hot list using an onsite workstation provided by the system vendor. The system must allow the chain of the three numbers to be called in sequential form to alert facility personnel.

Alerts to any type of phone should prompt the recipient for a security code, and, after receiving a proper code, conference them into the call. The recipient should be undetected by the inmate and called party; however, they should have the ability to block the call, disconnect the call, or cut into the call and talk to each party. Alerts to pagers should send information to the specified pager including the number being dialed, the Pin used in dialing, etc.

Upon completion of the call, a recording of the call must be emailed to the system



administrator(s) to include the date, time, and duration of the call.

- 3.8.22 **Miscellaneous Telephone Equipment** **Comply yes \_\_\_\_ no \_\_\_\_**  
Vendor must provide as part of this Contract all non-expendable miscellaneous equipment such as computer, printer, modems, and system software necessary to allow facility officials to query, display, and print individual inmate telephone activity. Equipment must be supplied with system software needed to interface with the Inmate Telephone System to perform such functions as traffic management, system administration, call blocking, and maintenance diagnostics. System software must be security level based and password protected.
- 3.8.23 **Operator Services and Voice Prompts** **Comply yes \_\_\_\_ no \_\_\_\_**
- 3.8.23.1 Automated operator services provided by the inmate telephone system must provide for a maximum of ten (10) languages. At a minimum, these language options must include English and Spanish.
- 3.8.23.2 If additional languages should be required, the system must be capable of providing automated operator voice prompts in up to ten (10) languages at no extra cost to the CITY. Modification or addition of languages must be made at no extra cost to the CITY.
- 3.8.23.3 Any voice prompt required during the operation of the inmate telephone must be clear and concise.
- 3.8.24 **Uninterrupted Power Supply (UPS)** **Comply yes \_\_\_\_ no \_\_\_\_**  
Inmate Telephone Systems at the facility must be provided with an **uninterruptible power supply** (UPS). The UPS must prevent potential problems in the telecommunications system caused by power surges and spikes.
- 3.8.25 **System Integrity** **Comply yes \_\_\_\_ no \_\_\_\_**
- 3.8.25.1 It must be the responsibility of the Vendor to assure an operational system including any and all interfaces with the regulated common carrier and the availability of required central office facilities. By submitting a bid, the Vendor agrees that:
- a. The Vendor is familiar with the local conditions under which this inmate telephone service system must perform.
  - b. The Vendor possesses the capabilities, hardware, and personnel necessary to provide an efficient and successful inmate telephone service system.
  - c. The Vendor agrees that they must be solely responsible for all services proposed. Notwithstanding the details presented in this ITB, it is the responsibility of the Vendor to verify the completeness of the requirements and their suitability to meet the intent of this ITB. Any additional necessity for services required by the Vendor to meet these specifications must be provided by the Vendor at no extra cost or decrease of cost of recovery rate to the CITY.
- 3.8.26 **Recording Requirements** **Comply yes \_\_\_\_ no \_\_\_\_**

The CITY requires the following recording features:

- 3.8.26.1 The Inmate telephone system must provide a fully integrated recording component for use in recording inmate telephone calls. Inmate telephone administration, conversation monitoring, and conversation recording, and playback should all take place from a single workstation.
- 3.8.26.2 The system should utilize current technology in hardware, specifically hard disk drive arrays for long and short-term storage. These arrays should be configured for maximum performance.
- 3.8.26.3 The system must utilize self-contained, hard drive call record storage. DAT tape and other off line or “near-line” methods are not acceptable. Call records must be easily retrieved. This process must be simple as well as expedient.
- 3.8.26.4 The recording system must store call recordings for the length of the contract on-line for immediate retrieval without requiring PCSO personnel for media changes. **Must provide the Fairhope Municipal Jail access to the data for a period of one (1) year, after the end of the Contract.**
- 3.8.26.5 For playback purposes, the recording system must provide the facility personnel the ability to search by individual keyword, PINS, specific date and time criteria, individual destination numbers, individual inmate telephones, or a group of inmate telephones.
- 3.8.26.6 The system must provide a playback history list of a recorded call(s) to determine every user that has listened to the recorded call.
- 3.8.26.7 The system must provide the hardware and software to allow recorded calls to be transferred to a CD or other electronic medium for transport and replay on any computer with audio capabilities. The transferred record must include the call record detail (time and date of the call, PIN number, destination number, etc.).
- 3.8.26.8 Recorded calls that are transferred will only be made available to System Administrator(s) for use.
- 3.8.26.9 All recordings from every site must be available on-line via the workstation interface so system-wide investigations may be performed from a central location. This process shall not require more than one login by an authorized user.

**Additionally, the Vendor should provide details for each of the following items as they pertain to the proposed Recording system:**

- 3.8.27 **Security Envelope** Comply yes \_\_\_\_ no \_\_\_\_  
Recorded conversations stored in the system must provide security measures to ensure that they have not been tampered with. This security must extend even to recordings that have been transferred to external CD medium and or transmission by e-mail. The

vendor must provide expert testimony regarding security of the call recordings if required.

**3.8.28 Call Lock Feature** **Comply yes \_\_\_\_ no \_\_\_\_**

Via the workstation, the system must allow administrators to “lock” call recordings to ensure their retrieval beyond the on-line storage period. Once a call recording is locked, it must be available on-line until unlocked.

**3.8.29 Search and Play Parameters** **Comply yes \_\_\_\_ no \_\_\_\_**

Via the workstation, the system must allow administrators to search for calls completed and recorded during a specific time period, calls placed at a specific inmate telephone, calls placed to a specific destination number, or calls made by phones assigned to a specific group.

Playback for recorded calls from remote locations via the workstation shall commence within 10 seconds of selection by the operator. Playback of recorded calls shall not require any media change.

**3.8.30 Live Monitoring / Remote Monitoring** **Comply yes \_\_\_\_ no \_\_\_\_**

The inmate recording system must allow for live monitoring in real time, without any interference to existing recording operation. This feature should be available locally over the workstation PCs speakers, as well as remotely to a telephone number specifically designated by the system administrator. Additionally, the CITY wishes to have the capability, while monitoring, to terminate the call from the phone keypad. Monitoring must not be detectable by the callers.

**3.8.31 Reports** **Comply yes \_\_\_\_ no \_\_\_\_**

The inmate telephone system must provide system administrator(s) with the capability to print reports directly from the search screen. After selecting parameters such as origination number, destination number, date, time, keywords, or group, the system must be able to provide a return a list of calls matching the criteria. The system must allow this list to be printed in report format. Additionally, the system must provide the ability to produce call count reports as well as frequency reports based on the above listed criteria.

**3.8.32 Attaching Notes to Call Detail Reports** **Comply yes \_\_\_\_ no \_\_\_\_**

System users must be able to attach a note document to any call record for the purposes of inclusion of information such as the case number or other investigative data. This note should become a permanent part of the call detail record and have the capability to be saved to disk and used in word processing programs such as Microsoft Word and still retain the formatting. In addition, the inmate telephone system should have the capability to conduct searches on the information contained within the notes, i.e. case number, inmate name, etc.

**3.8.33 User Password System** **Comply yes \_\_\_\_ no \_\_\_\_**

Security must be maintained by a multi-level password system based on user access requirements. The system should allow users to be assigned pre-set security levels or allow the flexibility to assign individual access permissions based upon specific job requirements. These permissions should include, but not be limited to, access to inmate accounts, monitoring, call searching, etc. Those users with the administrator level password must have the ability to set user access parameters for other users according to security requirements. Passwords expiration dates that the administrator can

set. Administrator should be able to identify users by name and location. Vendors must describe in detail how their password security system is managed, including samples of user setup screens.

**3.8.34 User Log** **Comply yes \_\_\_\_ no \_\_\_\_**  
As a security precaution, the system must provide a user log. Only those users with administrator level access should be able to review the user log. The log must include user access to the system, the time and date of each access, and the action taken during the access.

**3.8.35 Prepaid Calling** **Comply yes \_\_\_\_ no \_\_\_\_**  
The inmate telephone system must provide prepaid calling features respective to the called party. The prepaid system must allow to CLEC numbers and other numbers that might otherwise not be allowed. Any **cost of recovery rate** calculated as part of an accepted proposal **must** include all prepaid calls.

**3.8.36 Called Party Prepay** **Comply yes \_\_\_\_ no \_\_\_\_**

The Inmate telephone provider must provide a prepaid calling system for any called party based upon the called party's individual telephone number with the following features:

- a. The system must have the capability to automatically establish a prepaid account to the called party via a credit card (VISA/MasterCard) during the call without the interruption of a live operator.
- b. The system must provide an "auto-dialer" to place an automated operator call to numbers that have been attempted from the facility but blocked for billing reasons. The automated operator process must then provide the called party with the option of establishing a prepaid account.
- c. The successful vendor must staff an account management group to receive inbound calls for customers who wish to have a prepaid account established for them.

**Payment Methodologies Available**

**The inmate telephone provider is to list and describe in detail all the payment methodologies available to the called party and / or the inmates along with any applicable "fees, surcharges, and charges".**

**3.8.37 Visitation Phone System** **Comply yes \_\_\_\_ no \_\_\_\_**  
Vendor must provide three (3) inmate visitation phone stations which are recorded by the inmate calling platform.

Visitation calls must have a "live monitoring" option for system administrator(s) to access at any time during the duration of the call.

Visitation phone recordings must be stored on line for immediate access by system access by CITY personnel for the length of the contract.

**3.9 ACCOUNT SUPPORT**

**3.9.1 Billing**

All call records must be downloaded daily directly to the billing company. Vendor must describe this process in detail in response to this paragraph, specifically how tampering with call records is addressed and eliminated.

### 3.9.2 **Cost of Recovery Rate Payable**

The proposed **cost of recovery rate** payable must be based on Vendor's total gross billings for all calls placed on the Inmate Telephone System. For the purpose of this ITB, total gross billings must be defined as total calls placed on or through the Inmate Telephone System, billed at the rates authorized under Vendor's bid, as accepted by the CITY or as subsequently modified pursuant to the bid specifications. Call detail records must be provided for all calls placed on or through the Inmate Telephone System. All such calls must be billed in the manner outlined above. There **must** be no deduction or credit given for any expenses, allowances, bad debts, disconnects, unbillable calls, or uncollectible services which otherwise do not result in revenue to the Vendor. Additionally, there **must** be no deduction of **cost of recovery rate** made for prepaid calls regardless of prepay method. Vendors are cautioned that the **cost of recovery rate** payable to the CITY will be based on the total gross billings as defined above with absolutely no deductions or credits given to Vendor. The **cost of recovery rate** quoted by each Vendor should be calculated accordingly. **Mandatory Fee permitted through the Federal Communications Commission.**

The CITY shall not be responsible for any performance parameters, number of calls, or usage of the services provided by the Vendor, and under no circumstances shall the CITY or Fairhope Municipal Jail be responsible for any payments, refunds, or discounts paid to the Vendor.

All fees, expenses, and costs charged by the Vendor for the services provided hereunder shall be subject to all applicable Federal, State, and local laws, rules, and regulations, as the same exist and as they may be adopted and / or amended in the future. The Vendor acknowledges and understands that such laws, rules, and regulations could affect the amount of fees, expenses, and costs which can be charged by the Vendors and the Vendor agrees that any such laws, rules, and regulations, as the same may be amended or adopted, will not affect the cost of recovery rate payable hereunder.

Timely or prompt notice must be given when Account Support Staff changes occur. Contact information will be updated annually. Contact information will include phone numbers, email address, and mailing address for all relevant contacts.

### 3.9.3 **Tariffs**

Vendor must be required to respond to **Bid Response Form: Proposed Pricing and Cost or Recovery Rate Schedule (ITEM IX)** to calculate and project the **cost of recovery rate** payable to the CITY.

Response to this paragraph must include a copy of Vendor's current approved tariff schedules and predominant carrier schedule. Vendor must include in this response a statement whether the tariff used to calculate projected revenue is State approved or pending approval and state any applicable time of day discounts intended to be used.

Vendor must calculate and project **cost of recovery rate** payable to the CITY requested in in the **Bid Response Form: Proposed Pricing and Cost or Recovery Rate Schedule (ITEM IX)** based on tariffs for all local calls.

#### 3.9.4 **Cost of Recovery Rate Checks**

**Cost of Recovery Rate** checks must be submitted to the Treasurer's Office of the City of Fairhope on a monthly basis and must be accompanied by a report that itemizes by facility, minutes of usage, number of calls, total gross revenue, revenue for each telephone, and total **cost of recovery rate**. **Cost of recovery rate** payments must be made within forty-five (45) days after the closing of the billing cycle.

#### 3.9.5 **Narrative of Account Support**

Vendor must submit a detailed narrative describing Vendor's currently existing account support staff, offices, equipment and software. If Vendor proposes to add additional account support in order to meet the specifications contained in **3.8 TECHNICAL REQUIREMENTS**, Vendor should describe specifically how its present account support would be supplemented.

### **3.10 INSTALLATION, TRAINING, TESTING, AND ACCEPTANCE**

#### 3.10.1 **Implementation**

Vendor shall provide a detailed plan respecting all aspects of the system implementation process, including system production, installation, acceptance, and training.

The CITY will provide a single point of contact for the Vendor during the installation phase of the contract and Vendor shall do same. Vendor will cooperate fully with any reasonable scheduling requirements issued by the CITY. Vendor will be responsible for keeping the CITY informed of their progress at all times. All software and hardware as proposed must be installed and fully operational per manufacturer's specifications for such equipment within forty-five (45) days after bid award.

#### 3.10.2 **TELCO Coordination**

The Vendor must be responsible for all coordination with the local Telephone Company regarding installation and maintenance of lines. However, the Vendor is not to order, or place in service, any equipment or facility that would result in charges to the CITY, without prior written City authorization.

#### 3.10.3 **Training**

The Vendor must provide training to make facility personnel familiar with the operation of the inmate telephone system and all auxiliary services at no extra cost to the CITY. This training should be coordinated as part of the overall implementation plan. The Vendor must describe its training philosophy and provide a detailed training plan in response to this section.

#### 3.10.4 **Existing Equipment Replacement**

It is anticipated the one-for-one replacement of Inmate telephones in their current locations at the **City of Fairhope Corrections Center** can be accomplished without substantial disruption of service or damage to CITY property. Vendor should describe how this would be accomplished. Damages caused by the installation of equipment must be repaired at the expense of the Vendor.

#### 3.10.5 **Acceptance**

The CITY reserves the right to test equipment and service for satisfactory performance for a period of thirty (30) days. After the test, in the event that the equipment and/or service is not acceptable, the CITY will notify the Vendor in writing and give the Vendor

thirty (30) days to bring the equipment and service to a satisfactory level. If the equipment and/or service remain unsatisfactory, the CITY reserves the right to terminate the Contract and change Vendors. The Vendor must commit to providing service in the interim until the new Vendor can replace equipment, at which time the Contract becomes terminated. Vendor must state compliance with this paragraph.

### **3.11 MAINTENANCE AND ONGOING SUPPORT**

#### **3.11.1 Maintenance Support**

Vendor must provide twenty-four (24) hour telephone access with local or toll-free number for full maintenance support for all stations and will be responsible for providing coordination of repairs on local / intralata / interlata services. Vendor must comply initially as well as in future years with all applicable state and federal regulatory changes without cost to the CITY. Any and all repairs must be performed at the Vendor's expense during the term of the Contract. A record of downtime by telephone must be retained as to the frequency, type, and duration. Vendor's response to this paragraph must include a discussion of parts availability.

#### **3.11.2 Maintenance Response**

Vendor must submit a detailed response plan and escalation procedure for "out of service" situations. However, at a minimum, if more than half of the installed phones are out of service in a given facility, **Vendor must respond within four (4) hours and provide status updates every four (4) hours until resolution of the issue is attained.** Non-emergency issues, or issues that do not impact multiple inmate phones or system access, should receive response within less than thirty-six (36) hours

The Vendor must notify Fairhope Municipal Jail's contact of any scheduled maintenance.

#### **3.11.3 Maintenance Force Experience**

Vendor must designate in bid response whether maintenance is to be provided by Vendor personnel or by subcontractor. The experience level of the entire maintenance force must be detailed. As a minimum, the **maintenance force personnel must have three years' experience in the maintenance** and repair of inmate and pay telephones.

#### **3.11.4 Onsite Review**

Vendor must coordinate and conduct bi-annual onsite performance reviews. These reviews must encompass, at a minimum, current service level, responsiveness, system performance, feature functionality, operational issues, contract compliance, **cost of recovery rate** payments and calling rates.

### **3.12 ITB REQUIRED RESPONSES**

All paragraphs of this ITB require a response of "agree" or "disagree" unless further information is requested. If you disagree, please provide an explanation and an alternative if applicable Playback of recorded calls from remote locations via the workstation shall commence within 10 seconds of selection by the operator. Playback of recorded calls shall not require any media change.

### **3.13 MISCELLANEOUS REQUIREMENTS**

All work to be done in a neat and professional manner.

All applicable licenses or permit fees to be acquired and paid by **CONTRACTOR**.

**CONTRACTOR** to provide all necessary services and materials unless stated otherwise above.

**CONTRACTOR** to comply with all applicable laws, codes, and regulations, including safety, fire, health, environmental, and insurance. **CONTRACTOR** will perform all work in compliance with meeting or exceeding Manufacturer's and industry standards.

**CONTRACTOR** to clean up job site and remove all waste and non-salvageable material in accordance with applicable laws, codes, and regulations.

The **CONTRACTOR** will be responsible for all minor facilities and equipment damages (e.g., paint, drywall, etc.) caused by the **CONTRACTOR** resulting from negligence during the execution of this contract. This includes but is not limited to damage too small to be covered by the **CONTRACTOR'S** insurance.

Written change proposals shall be provided to the project manager by the **CONTRACTOR** for any requested modification to the plans, specifications or other contract requirements. The proposal shall include add-on or deduct costs, if any. The project manager will return an approved change order prior to any change implementation.

All salvageable material remains property of the City of Fairhope, and to be delivered by **CONTRACTOR** to the City of Fairhope Warehouse, 555 South Section Street, Fairhope, AL.

### **3.14 EXCEPTIONS TO SPECIFICATIONS**

These specifications are based upon design and performance criteria which have been developed by the City of Fairhope as a result of extensive research and careful analysis of the data. Subsequently, these specifications reflect the only type of equipment, material(s) or supplies that is/are acceptable at this time. Therefore, exceptions may be accepted if they are minor, equal, or superior to that which is specified, and provided that they are listed and fully explained on a separate page entitled, "Exceptions to Specifications". The CITY shall determine which (if any) exceptions are acceptable and this determination shall be final.



**ITEM IX  
BID RESPONSE FORM**

Date: \_\_\_\_\_

**Bid No. 016-18 Inmate Telephone Services for Fairhope Municipal Jail**

Base bid will include all labor, materials, equipment, shipping, overhead, profit, bonds, insurance and all other costs necessary to provide the complete services outlined within this contract and scope of work.

The owner agrees to provide the following materials: NONE

**Bid Duration:** Three (3) years from signing date of CONTRACT. At the end of the CONTRACT, Vendor agrees to provide on a month-to-month basis until the CITY can procure a new contract through the ITB process. Prices, terms, and conditions shall remain the same for the duration of the contract and any time thereafter until the CITY can procure a new Contract.

**We propose to meet or exceed the bid specifications for the sum of:**

**PROPOSED RATES AND COST OF RECOVERY RATE SCHEDULE**

1. Please provide your proposed inmate calling rates for the following rate types. Include mileage bands where applicable.

Local \_\_\_\_\_

IntraLATA \_\_\_\_\_

InterLATA \_\_\_\_\_

Interstate \_\_\_\_\_

2. Provide your proposed cost of recovery offer to the CITY for the following call types. Also include your proposed cost of recovery offer for prepaid calls.

Local \_\_\_\_\_

IntraLATA \_\_\_\_\_

InterLATA \_\_\_\_\_

Interstate \_\_\_\_\_

3. Total Cost of Recovery Percentage \$ \_\_\_\_\_

4. Installation Time (Days): \_\_\_\_\_

NOTE: In accordance with the bid specifications, all companies responding to this ITB must disclose any and all fees, charges, and surcharges be listed that may be charged to any customer for any service offered to an inmate as part of their response to this ITB.

Receipt of the following Addenda to these documents is hereby acknowledged by the undersigned (bidder to complete below):

<u>ADDENDUM NO</u>	<u>DATE ISSUED</u>	<u>ADDENDUM NO.</u>	<u>DATE ISSUED</u>
_____	_____	_____	_____
_____	_____	_____	_____

Each proposal must give the full business address of the proposer and must be signed by him / her with his / her usual signature. Proposals by partnerships must furnish the full names of all partners and must be signed with the partnership name by one of the members of the partnership, or by an authorized representative, followed by the signature and designation of the person signing. Proposals by Corporations must be signed with the legal name of the corporation followed by the name of the State of Incorporation and by the signature and designation of the President, secretary, or other person authorized to bind it in the matter. The name of each person shall also be typed or printed below the signature. A proposal by a person who affixes to this signature the word "president", "secretary", "agent" or other designation without disclosing his principal, may be held to be the proposer of the individual signing. When requested by the City of Fairhope, Baldwin County, Alabama, satisfactory evidence of the authority of the officer signing in behalf of the corporation shall be furnished.

The undersigned agrees to furnish the goods/services as requested by you for the City of Fairhope, Baldwin County, Alabama in your Request for Proposal, and certifies that they will meet or exceed the specifications called for. The undersigned has read all information pertaining to this bid and has resolved all questions. It is also understood and agreed that all prices quoted are F.O.B. as described in the bid documents and specifications. The undersigned also affirms he/she has not been in any agreement or collusion among bidders or prospective bidders in restraint of freedom of competition, by agreement to bid at a fixed price or to refrain from bidding or otherwise.

**Section 41-16-5, Code of Alabama 1975, requires that public contracts over \$15,000 include the following language:**

**By signing this Contract, \_\_\_\_\_ represents and agrees that it**  
**COMPANY NAME**  
**is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade**

WITNESS our hands this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**IF INDIVIDUAL**

\_\_\_\_\_, DBA, \_\_\_\_\_  
 SIGNATURE of Individual Bidder Business Name

\_\_\_\_\_  
 Address

---

Address

---

City, State, Zip Code

---

Phone Number

---

Fax Number

---

Primary E-mail Address

---

FCC License No. (Required proof of Certification of Alabama Public Service Commission should be attached to this Bid Response)

---

AL General Contractor License No. (Attach Copy)

---

AL General Contractor License Major Categories

---

AL General Contractor Specialties

---

AL Foreign Corporation Entity ID (Required of Out of State Vendors)

**IF CORPORATION, PARTNERSHIP, OR JOINT VENTURE**

---

Name of Corporation, Partnership, or Joint Venture

---

State of Incorporation

**Company Representative**

---

Print Name of Representative Authorized to Sign  
Contracts for the firm

---

Position or Title

---

Signature of Representative Authorized to Sign  
Contracts for the firm

---

Print Name(s) of Others if a Partnership

---

Address

---

Address

---

City, State, Zip Code

---

Phone Number

---

Fax Number

\_\_\_\_\_  
Primary E-mail Address

\_\_\_\_\_  
FCC License No. (Required proof of Certification of Alabama Public Service Commission should be attached to this Bid Response)

\_\_\_\_\_  
AL General Contractor License No. (Attach Copy)

\_\_\_\_\_  
AL General Contractor License Major Categories

\_\_\_\_\_  
AL General Contractor Specialties

\_\_\_\_\_  
AL Foreign Corporation Entity ID (Required of Out of State Vendors)

**NOTARY FOR INDIVIDUAL, PARTNERSHIP, CORPORATION, OR LLC**

STATE OF \_\_\_\_\_ }

COUNTY OF \_\_\_\_\_ }

I, the undersigned authority in and for said State and County, hereby certify that

\_\_\_\_\_

Name of Bid Signer

As \_\_\_\_\_ respectively of

\_\_\_\_\_

Title

\_\_\_\_\_

Company Name

Whose name is signed in the foregoing document and who is known to me, acknowledged before me on this day, being informed of the contents of the document they executed the same voluntarily on the day the same bears date.

Given under my hand and Notary Seal on this \_\_\_\_\_ day of \_\_\_\_\_, 2018

NOTARY PUBLIC \_\_\_\_\_

MY COMMISSION EXPIRES \_\_\_\_\_

**Business Organization**

Name of Bidder (exactly as it appears on W-9): \_\_\_\_\_

Doing-Business-As Name of Bidder: \_\_\_\_\_

Principal Office Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Form of Business Entity** [check one ("X")]

Corporation \_\_\_\_\_

Partnership \_\_\_\_\_

Individual \_\_\_\_\_

Joint Venture \_\_\_\_\_

Other (describe):

\_\_\_\_\_

**Corporation Statement**

If a corporation, answer the following:

Date of incorporation: \_\_\_\_\_

Location of incorporation: \_\_\_\_\_

The Corporation is held:

Publicly \_\_\_\_\_

Privately \_\_\_\_\_

**Partnership Statement**

If a partnership, answer the following:

Date of organization: \_\_\_\_\_

Location of organization: \_\_\_\_\_

The Corporation is held:

General \_\_\_\_\_

Limited \_\_\_\_\_

**Joint Venture Statement**

If a Joint Venture, answer the following:

Date of organization: \_\_\_\_\_

Location of organization: \_\_\_\_\_

JV Agreement Recorded:

Yes \_\_\_\_ No \_\_\_\_\_

Primary Contact \_\_\_\_\_

Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Email Address \_\_\_\_\_

**ITEM X**  
**CITY OF FAIRHOPE**  
**STANDARD TERMS & CONDITIONS**

**1. ACCEPTANCE OF AGREEMENT**

This Agreement contains all terms and conditions agreed upon by the OWNER and Winning bidder. No other agreement, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either party hereto. The Winning Bidder shall not employ Subcontractors without the express written permission of the OWNER. No waiver, alteration, consent or modification of any of the provisions of the Agreement shall be binding unless in writing and signed by the OWNER and CONTRACTOR. This Agreement shall not be construed against the party or parties preparing it. It shall be construed as if all the parties and each of them jointly prepared this Agreement, and any uncertainty or ambiguity shall not be interpreted against one or more parties.

**2. ACCEPTANCE OF WORK**

The City of Fairhope will be deemed to have accepted the Work after the City of Fairhope agrees the Work is completed by signature on delivery or service tickets. In the event Work furnished under the Contract / Agreement / Purchase Order is found to be defective or does not conform to the intent of the Contract / Agreement / Purchase Order, the awarded vendor shall, after receipt of notice from the City of Fairhope, correct the deficiencies. Failure on the part of the awarded vendor to properly correct the deficiencies within the time period allowed will constitute the City of Fairhope's right to cancel the Contract / Agreement / Purchase Order immediately, upon written notice to the awarded vendor.

**3. ADDENDA**

All Addenda are part of the Contract Documents. Include resultant costs in the Bid. Addenda will be issued by email to all Bidders on record and posted to the City of Fairhope website [www.fairhopeal.gov](http://www.fairhopeal.gov). It is the responsibility of the bidder to verify that all addenda have been received, and to include all signed addenda in the bid submission

**4. ADDITIONAL ORDERS**

Unless it is specifically stated to the contrary in the bid response, the City of Fairhope reserves the option to place additional orders against a contract awarded as a result of this solicitation at the same terms and conditions; to extend the renewal date until a new bid is in place, if it is mutually agreeable.

**5. APPLICABLE LAW**

This Agreement is deemed to be under and shall be governed by and construed according to the laws of the State of Alabama. Any litigation arising out of the Agreement shall be heard in the Courts of Baldwin County, Alabama.

**6. ASSIGNMENT**

The awarded vendor shall not assign the Contract / Agreement /Purchase Order or sublet it as a whole without the

express written permission of the City of Fairhope. The awarded vendor shall not assign any payment due them hereunder, without the express written permission of City of Fairhope. The City of Fairhope may assign the Contract / Agreement / Purchase Order, or sublet it as a whole, without the consent of the awarded vendor.

**7. ASSURANCE OF NON-CONVICTION OF BRIBERY**

The bidder hereby declares and affirms that, to its best knowledge, none of its officers, directors, or partners and none of its employees directly involved in obtaining contracts has been convicted of bribery, attempted bribery or conspiracy to bribe under the laws of any state or Federal government.

**8. AWARD CONSIDERATION**

The following factors will be considered in determining the lowest **responsible** bidder: Overall quality, Conformity with specifications both general and specific, Purposes for which materials or services are required, Delivery dates and time required for delivery, Unit acquisition cost, financial ability to meet the contract, previous performance, facilities and equipment, availability of repair parts, experience, delivery promise, terms of payments, compatibility as required, other costs, and other objective and accountable factors which are reasonable.

**9. AWARD OR REJECTION OF BIDS**

The Bid will be awarded to the lowest responsible bidder complying with conditions of the invitation for bids, provided his bid is reasonable and it is in the interest of the City of Fairhope to accept it. The bidder to whom the award is made will be notified at the earliest possible date. The City of Fairhope, however, reserves the right to reject any and all bids and to waive any informality in bids received whenever such rejection or waiver is in the interest to the City of Fairhope.

**10. BACK ORDERS**

If it is necessary to back order any items, the vendor must notify the Purchasing Department and advise as to the expected shipping or delivery date. If this date is not acceptable, the City of Fairhope may seek remedies for default.

**11. BID AND PERFORMANCE SECURITY**

If bid security is required, a bid bond or cashier's check in the amount indicated on the bid cover must accompany the bid and be made payable to The City of Fairhope of Baldwin County, Al. Corporate or certified checks are not acceptable. Bonds must be in a form satisfactory to the City and underwritten by a company licensed to issue bonds in the State of Alabama. If bid security fails to accompany the bid, it shall be deemed unresponsive, unless the Purchasing Manager deems the failure to be non-substantial. All checks will be returned to the bidders after the contract has been approved. If a performance bond is required, the successful bidder will be notified after the awarding of the contract.

## 12. BRAND NAMES

Reference to brand names and numbers is descriptive, but not restrictive, unless otherwise specified. Bids on equivalent items meeting the standards of quality thereby indicated will be considered, providing the bid clearly describes the article offered and indicates how it differs from the referenced brands. Descriptive literature or manufacturers specifications plus any supplemental information necessary for comparison purposes should be submitted with the bid or the bid on that item may be rejected. Reference to literature submitted with a previous bid or on file with the Division of Purchasing will not satisfy this requirement. The burden is on the bidder to demonstrate that the item bid is equivalent to the item specified in the ITB. Bids without sufficient documentation to fully support equality, may be considered non-responsive. Reference by the City of Fairhope in the ITB to available existing specifications shall be sufficient to make the terms of such specifications binding on the bidder. Unless the bidder specifies otherwise in its bid, it is understood the bidder is offering a referenced brand item as specified in the ITB or is bidding as specified when no brand is referenced. Failure to examine drawings, specifications and instructions will be at the bidder's risk.

## 13. BUSINESS LICENSE

The vendor selected to enter into a Contract / Agreement with the City of Fairhope must be licensed to do business in the City of Fairhope prior to commencement of any work under the contract. Delivery of goods or services to the City of Fairhope by Purchase Order have detailed and varied Business License requirements. In all instances that require a business license. Awarded vendor will provide proof of possessing a current City of Fairhope Business License. Prospective bidders will not be required to possess a City of Fairhope Business License prior to award.

## 14. CANCELLATION OF / CONTRACT / AGREEMENT / PURCHASE ORDER / LEASE

A purchase order can be canceled in whole or in part when awarded vendor fails to deliver or perform as specified. Cancellation of a purchase order can only be made by a written purchase order change (POC) from the City of Fairhope. A term contract, lease or agreement can be canceled by the City of Fairhope, for justifiable cause, or convenience, by written notice.

## 15. CERTIFICATION PURSUANT TO ACT NO. 2006-557

Alabama law (section 41-4-116, code of Alabama 1975) provides that every bid submitted, and contract executed shall contain a certification that the vendor, CONTRACTOR, and all of its affiliates that make sales for delivery into Alabama or leases for use in Alabama are registered, collecting, and remitting Alabama state and local sales, use, and/or lease tax on all taxable sales and leases into Alabama. By submitting this bid, the bidder is hereby certifying that they are in full compliance

with act no. 2006-557, they are not barred from bidding or entering into a contract pursuant to 41-4-116, and acknowledges that the awarding authority may declare the contract void if the certification is false. All corporations must register to do business in Alabama with the Office of the Secretary of State. Their address is:

## Office of the Secretary of State

P.O. Box 5616

Montgomery, AL 36103

(334) 242-5324

Fax: (334) 240-3138

<http://www.sos.state.al.us/index.aspx>

The Foreign Corporation form is online at <http://www.sos.state.al.us/downloads/dl1.cfm>.

## 16. COST OF REMEDYING DEFECTS

All defects, indirect and consequential costs of correcting, removing or replacing any or all of the defective materials or equipment will be charged against the awarded vendor.

## 17. DELIVERY OF BID

Bids must be received in the Purchasing Office by the date and time specified on the bid cover. All bids will be accepted until the time and date stated on the bid cover. No bids will be accepted that extend past the time and date on the bid cover. The time of receipt shall be determined by the time clock stamp in the Purchasing Department. Bids submitted by U.S. Mail must be received by the City of Fairhope of Baldwin County, Alabama, in the City of Fairhope offices, 555 South Section St., Fairhope, AL., unless otherwise specified.

## 18. DELIVERY

The number of calendar days required for delivery after receipt of a purchase order shall be stated in the RFQ / ITB / RFP and /or Purchase Orders. When no time is stated in the document, the time shall be fourteen (14) calendar days after receipt of order. If a shipment is not made within the time period specified, the Purchase Order may be canceled.

## 19. ENVIRONMENTAL REQUIREMENTS

All products will be clearly labeled for their intended use. Each delivery of product or materials will include a Material Safety Data Sheet (MSDS) for all materials that require an MSDS. All manufacturers/distributors of hazardous substances, including any of the items listed on this bid/quote/ contract and subsequent award must include completed material safety data sheet (MSDS) for each hazardous material. Additionally, each container of hazardous materials must be appropriately labeled with:

- a) The identity of the hazardous material,
- b) Appropriate hazard warnings, and manufacturer, importer, or other responsible party.

## 20. EQUIPMENT DEMONSTRATION

The City of Fairhope may require equipment/ product materials or service techniques to be demonstrated at a time, date and location to be specified by the City of Fairhope.

## 21. EQUIPMENT ELECTRICAL CERTIFICATION

All electrical equipment purchased shall conform to, and be identified in, the applicable standard(s), or otherwise be certified as applicable, as of the bid opening date and time, by Underwriters Laboratories, Inc. or other recognized laboratory



facility. Bidder must provide satisfactory documentation with returned bid that all such equipment meets the applicable product standard or has otherwise been certified as outlined above. Unless indicated in the bid document, the above certification shall apply to the equipment itself, not the individual components of that equipment.

## **22. ERRORS IN BID**

Bidders are assumed to be informed regarding conditions, requirements and specifications prior to submitting bids. Failure to do so will be at the bidder's risk. Bids already submitted may be withdrawn without penalty prior to bid opening. Errors discovered after the bid opening may not be corrected.

## **23. FORCE MAJEURE**

Neither the City nor the awarded vendor shall be deemed in breach of any contract / Purchase Order or Agreement which may result from this proposal submission if it is prevented from performing any of the obligations hereunder by reason of Acts of God, acts of the public enemy, acts of superior governmental authority, strikes or labor disputes, floods, riots, rebellion, sabotage, or any similar other unforeseeable causes beyond its control and not due to its fault or negligence. Each party shall notify the other immediately in writing of the cause of such after the beginning period thereof. The awarded vendor may request cancellation and the City of Fairhope may grant the request if performance is prevented by any of the above referenced causes, or other unavoidable circumstances not attributable to the fault or negligence of the vendor. The burden of proof for such relief rests with the vendor. All correspondence pertaining to cancellation of a purchase order or term contract must be addressed to the City of Fairhope Purchasing Manager.

## **24. HAZARDOUS AND TOXIC SUBSTANCES**

Bidder must comply with all applicable Federal, State, County and City laws, ordinances and regulations relating to hazardous and toxic substances, including such laws, ordinances and regulations pertaining to information hazardous and toxic substances, and as amended from time to time. Bidder shall provide the City of Fairhope with a "Material Safety Data Sheet" for all goods that carry one.

## **25. INDEMNITY**

Indemnity: The awarded vendor hereby agrees to indemnify and save harmless the City of Fairhope, its officers, agent, and employees, from and against any and all liabilities, claims, demands, damages, fines, fees, expenses, penalties, suits, proceedings, actions and cost of actions, including reasonable attorney's fees for trial and on appeal, of any kind and nature, arising or growing out of, or in any way connected with the performance of this Contract / Agreement / Purchase Order, to the extent caused by a negligent act or omission of the awarded vendor, their agents, servants, employees, Sub-contractors, or others associated with the awarded vendor. The awarded vendor shall be responsible for damage to any equipment excluded from this agreement, or damage or injury caused by any equipment excluded from this agreement, only to the extent that the damage or injury is caused by a negligent act or omission of the awarded vendor, or caused by failure of the awarded vendor's supplied

product to perform as specified.

## **26. INSPECTION**

All materials, workmanship, equipment, and supplies are subject to inspection and test at any source or time. Final inspection, acceptance or rejection will be made at delivery destination. Goods that do not meet specifications will be rejected unless substitutions have been approved by the City of Fairhope. Failure to inspect or to reject upon receipt, however, does not relieve the awarded vendor of liability. When subsequent tests, after receipt, are conducted and when such tests reveal a failure to meet specifications, the City of Fairhope will reject the goods and the awarded vendor shall immediately supply goods meeting specifications or the City of Fairhope may seek damages including but not limited to the testing expense, regardless of whether a part of or all of the goods have been consumed through the testing process. Rejected goods shall be removed by the awarded vendor promptly after rejection, at his expense. If not removed in fourteen (14) calendar days, they may be disposed of at the discretion of the City of Fairhope. Disposal costs will be the awarded vendor's responsibility.

## **27. INSPECTION OF PREMISES**

At reasonable times, the City may inspect those areas of the awarded vendor's place of business that are related to the performance of a Contract / Agreement / Purchase Order. If the City makes such an inspection, the awarded vendor must provide reasonable assistance. The City of Fairhope reserves the right on demand and without notice all the vendor's files associated with a subsequent Contract / Agreement / Purchase Order where payments are based on the awarded vendor's record of time, salaries, materials, or actual expenses. This same clause will apply to any sub-contractors assigned to the Contract / Agreement / Purchase Order.

## **28. INSURANCE**

If a Contract / Agreement / Purchase Order results from this RFQ /ITB /RFP, or other form of solicitation, the awarded vendor shall maintain such insurance as will indemnify and hold harmless the City of Fairhope from Workmen's Compensation and Public Liability claims from property damage and personal injury, including death, which may arise from the awarded vendor's operations under this Contract / Agreement / Purchase Order, or by anyone directly or indirectly employed by him/her.

## **29. INVITATION TO BID**

Any provisions made in the RFQ / ITB / RFP, or other form of solicitation, supersedes any provisions outlined here in the General Terms and Conditions.

## **30. INVOICING, DELIVERY, PACKAGING**

Invoices shall be prepared only after ordered materials have been delivered. All invoices must show the purchase order number. Unless otherwise specified in writing, vendors shall not ship any material without an authorized Purchase Order from the City of Fairhope Purchasing Department. All packages delivered must show the purchase order number. The awarded vendor will be required to furnish all materials, equipment and/or service called for

at the bid price quoted. In the event the awarded vendor fails to deliver within a reasonable period of time, as determined by the City of Fairhope, the right is reserved to cancel the award and subsequent purchase order and purchase from the next lowest responsible bidder the items needed. The original awarded vendor will be back charged the difference between the original contract price and the price the City of Fairhope has to pay as a result of the failure to perform by the original awarded vendor. All bids will remain firm for acceptance for 60 days from the date of bid opening. Prices shall be net F.O.B., Prepaid and Allow, City of Fairhope chosen site, Baldwin County, Al. The title and risk of loss of the goods will not pass to the City of Fairhope until receipt and acceptance takes place at the F.O.B. point.

### **31. LABELING**

Individual shipping cartons shall be labeled with the name "City of Fairhope", Purchase Order Number, and where applicable, Contract Number, date of manufacture, batch number, storage requirements, conditions, and recommended shelf life. Bidders are encouraged to offer product packaging with recycled content.

### **32. LOSS OR DAMAGE IN TRANSIT**

Delivery by a vendor to a common carrier does not constitute delivery to the City of Fairhope. Any claim for loss or damage incurred during delivery shall be between the vendor and the carrier. The City of Fairhope accepts title only after satisfactory receipt at the delivery point. The City of Fairhope shall note all visible damages on the freight bill and may refuse the damaged goods. The vendor shall make immediate replacement of the damaged merchandise or be subject to damages for breach of contract. If damage is to a small portion of a total shipment and the City of Fairhope will not be inconvenienced because of the shortage, the vendor may be permitted by the Purchasing Manager to deduct the amount of damage or loss from its invoice, in lieu of replacement. Risk of loss during delivery is borne by the vendor until the goods have been accepted by the City of Fairhope, unless otherwise specified in the RFQ / ITB / RFP or other form of solicitation.

### **33. MANDATORY SITE VISIT**

If the RFQ / ITB / RFP or other form of solicitation requires a mandatory site visit, bidders must inspect the site where installation or service is to take place to obtain a full understanding of scope of work outlined therein. Date of site visit will be determined by the City of Fairhope.

### **34 MONITORING OF SERVICES**

Performance of services will be monitored by the requisitioning department and/or the Purchasing Department, and evaluation reports may be filed with the Purchasing Department. Performance not meeting specifications will result in cancellation of Contract / Agreement / Purchase Order and may result in vendor being removed from the vendor list.

### **35. NON-CONFORMING MERCHANDISE**

When merchandise received from the lowest responsible bidder is not in accordance with the purchase order, it will be returned to the bidder, at bidder's expense.

### **36. NON-DISCRIMINATION**

The City of Fairhope is an Equal Opportunity Employer and requires that all CONTRACTORS comply with the Equal Employment Opportunity laws and the provisions of the Contract / Agreement / Purchase Order documents in this regard. The City also encourages and supports the utilization of Minority Business Enterprises on this and all public bids.

### **37. NON-EXCLUSIVE**

Unless otherwise specified, this Contract / Agreement / Purchase Order is considered a non-exclusive Contract / Agreement / Purchase Order between the parties.

### **38. NOTIFICATION AND ACCIDENT REPORTS**

In the event of accidents of any kind, in the performance of a Contract / Agreement / Purchase Order, the awarded vendor shall notify the City of Fairhope immediately and furnish, without delay, copies of all such accident reports to the City of Fairhope. If in the performance of their Work, the awarded vendor fails to immediately report an accident to the City of Fairhope, of which the awarded vendor has knowledge of and which results in a fine levied against the City of Fairhope then the awarded vendor shall be responsible for all fines levied against the City of Fairhope.

### **39. PACKAGING**

All goods must be packaged in new packing containers. Packing that meets the requirements of common carriers is acceptable, unless otherwise required. A packing slip or invoice must accompany all shipments and must reference the purchase order number. Unless otherwise specified, goods are to be packaged in cartons meeting federal specifications and shipped on non-returnable pallets.

### **40. PATENTS**

Awarded Vendor guarantees that the sale and / or use of goods will not infringe upon any U.S. or foreign patent. Awarded vendor will at his / her own expense, indemnify, protect and save harmless the City of Fairhope, on any patent claims arising from the purchase of goods or services.

### **41. PAYMENT**

Invoices -- Upon completion of service and delivery of materials specified in the applicable purchase order, awarded vendor will submit an invoice and signed delivery ticket to:

City of Fairhope  
Accounts Payable Department  
P.O. Box 429  
Fairhope, Al. 36533  
[ap@fairhopeal.gov](mailto:ap@fairhopeal.gov)

All invoices must reference appropriate Purchase Order Numbers  
Payment of Invoice: All invoices received by the City of Fairhope are payable within thirty (30) days from the date of receipt by the City of Fairhope, provided they are approved by the City of Fairhope.

**42. PAYMENT WITHHELD**

Payment may be withheld until all items have been delivered and all requirements of the Contract / Agreement / Purchase Order have been fulfilled

**43. PRODUCT TESTING**

Vendor shall incur all cost involved in obtaining an Independent Laboratory Test if the City deems necessary during the term of the Contract / Agreement / Purchase Order. The City of Fairhope reserves the right to request a demonstration of any and all items bid before making the award.

**44. PERMITS LICENSES AND CERTIFICATES**

The awarded vendor is to procure all permits, licenses, and certificates, or any approvals of plans or specifications as may be required by Federal, State, Local Laws, ordinances, rules, and regulations, for the proper execution and completion of Work covered under the Contract / Agreement / Purchase Order.

**45. PREPARATION OF BID**

All bids / proposals shall be typewritten or in ink on the form(s) prepared by the City of Fairhope. Bids / proposals prepared in pencil will not be accepted. All bids / proposals must be signed by officials of the corporation or company duly authorized to sign bids / proposals. Any bid / proposal submitted without being signed will automatically be rejected. All corrections or erasures shall be initialed and dated by the person authorized to sign quotations /bids / proposals. If there are discrepancies between unit prices quoted and extensions, the unit price will prevail.

**46. QUESTIONS / CONTACT**

Commencing with the issuance of the RFQ / ITB / RFP, or other form of solicitation, no vendor or anyone acting on a vendor's behalf, shall make direct or indirect contact with City personnel or undertake any activities or take any action to otherwise promote its quotation / bid / proposal to the City or its personnel. All communications shall be made to the contact identified in the quotation / bid / proposal documents. Violation of this requirement may, at the City's sole and absolute discretion, be grounds for disqualifying a vendor from further consideration.

**47. RECEIPT BY CITY OF FAIRHOPE**

If not otherwise stated in the order, the City of Fairhope will be said to have received goods when they have been delivered, unloaded and placed on the agency's dock or if there is no dock, inside an accessible building, and signed for by an authorized City employee. Shipments will be checked against the receiving copy of the Purchase Order. If the purchase order requires grading certificates, USDA Stamps, or any proof of quality, such proof must accompany the shipment.

**48. REJECTION OF BIDS**

The City of Fairhope reserves the right to accept or reject any or all bids in whole or in part for any reason, to waive technicalities or informalities, or to advertise for new proposals, if, in the judgment of the awarding authority, the best interest of the City of Fairhope will be promoted thereby. Bidders may be disqualified and rejection of proposals may be recommended for any of (but not limited to) the

following causes: Failure to use the bid forms furnished by the City of Fairhope, Lack of signature by an authorized representative on the bid form, Failure to properly complete the bid form and vendor compliance, Evidence of collusion among bidders, unauthorized alteration of the bid form.

**50. RIGHT TO AUDIT**

The awarded vendor shall maintain documentation of all work performed. The awarded vendor shall make any and all documentation available to the City of Fairhope at all reasonable times, for inspections and audit by the City of Fairhope, during the entire term of the Contract / Agreement / Purchase Order and for a period of Three (3) years after expiration of the Contract / Agreement / Purchase Order.

**51. SAMPLES**

Bidders will not be required to furnish samples at the time of bid opening, unless specifically called for. The City of Fairhope reserves the right to request samples after bid opening to assist in the evaluation of proposals submitted.

**52. SAFETY MEASURES**

The awarded vendor shall take all necessary precautions for the safety of the City of Fairhope's and awarded vendor's employees at the Work site, and shall erect and properly maintain at all times, all necessary safeguards for the protection of the workmen and the public. The awarded vendor shall post signs warning against hazards in and around the Work site.

**53. SET-UP AND INSTALLATION**

Unless otherwise specified, bid / quotation to include cost of all uncrating, disposal of shipping materials, set-up, testing and initial instruction to agency personnel.

**54. SPILL CLEAN UP**

The awarded vendor shall be responsible for spillage caused by their negligence, which occurs during transit or unloading operations. The awarded vendor shall immediately report and clean up any spillage. Upon failure to do so, the awarded vendor shall remain responsible for all actual related costs

**55. SUBSTITUTIONS**

Substitutions on a purchase order shall require the approval of the Originating Buyer. The City of Fairhope reserves the right to reject at destination and hold at the vendor's risk and expense any goods supplied by the vendor which do not conform to the specification or description embodied in the order or are inferior in any respect to the good specified. Any good bought by sample which is inferior in quality to the sample submitted by vendor will be rejected. Any goods delivered that do not meet specifications may be returned to the vendor at its expense. When a good is returned, the vendor must make immediate replacement with acceptable merchandise or the City of Fairhope may seek remedies for default.

**56. TABULATION**

Bid results are posted on The City of Fairhope's web site: [www.fairhopeal.gov](http://www.fairhopeal.gov). The awarded vendor will be sent a written notification via mail.

## **57. TAXES**

Prices quoted shall be delivered prices, exclusive of all federal or state excise, sales, and manufacturer's taxes. The City will assume no transportation or handling charges other than specified in the RFQ, ITB, RFP or other form of solicitation. The City is tax exempt by law – Code of Alabama 1975.

## **58. TERMINATION FOR CONVENIENCE**

Any Contract / Agreement / Purchase Order may be terminated for convenience by the City of Fairhope, in whole or in part, by written notification to the awarded vendor.

## **59. TERMINATION FOR DEFAULT**

Performance of Work under the Contract / Agreement / Purchase Order Agreement may be terminated by the City of Fairhope, in whole or in part, in writing, whenever the City of Fairhope determines that the awarded vendor has failed to meet the requirements of the Contract / Agreement / Purchase Order.

## **60. TERMINATION FOR NON-APPROPRIATION**

Termination for Non-appropriation – The continuation of any financial obligation beyond the current fiscal year is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the local source, State Legislature and/or federal sources. The City of Fairhope may terminate any financial obligation, and awarded vendor waives any and all claim(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the City of Fairhope's funding from local, State and/or federal sources is not appropriated, withdrawn or limited.

## **61. TIME IS OF THE ESSENCE**

The City of Fairhope and awarded vendor agree that time is of the essence in the performance of work called for under this Contract / Agreement / Purchase Order. The awarded vendor agrees that all work will be accomplished regularly, diligently and uninterrupted at such a rate of progress as will ensure full completion thereof within reasonable time periods.

## **62. TITLE**

All titles, fees, as well as other charges, are to be paid by awarded vendor. Awarded vendor is to furnish prepaid certificate of title in the name of the City of Fairhope, Title shall change upon acceptance of delivery at the City of Fairhope approved delivery location.

## **63. VENDOR LIST**

A vendor may be removed from the City of Fairhope's Bidders List if a vendor fails to respond to three (3) consecutive ITB's. A properly submitted "No Bid" is considered as a response and the vendor will receive credit for the response.

## **64. WARRANTY**

The awarded vendor expressly warrants that all articles, materials, and work offered shall conform to each and every specification, drawing, sample, or other description which is furnished to or adopted by the City of Fairhope, and that it will be fit and sufficient for the purpose intended, merchantable, of good material and workmanship, and free from defects. The awarded vendor further warrants all items for a period of one year, unless otherwise stated, from the date of acceptance of the items delivered and installed or work completed. All repairs, replacements, or adjustments during the warranty period will be at the awarded vendor's sole expense. Awarded vendor will provide written warranty for all parts and labor for a period of (1) one year commencing from date of written acceptance of delivery by City of Fairhope. Awarded vendor will provide written copies of all other applicable warranties, such as, Manufacturer's warranty. Those warranties, if any, will be in addition to the awarded vendor's warranty, and the terms of which will not be altered by the awarded vendor's warranty.

## **65. IMMIGRATION LAW**

The CONTRACTOR agrees that it shall comply with all of the requirements of the **Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No 2011-535**, Alabama Code (1975) Section 31-13-1, et. Seq., (also known as the Alabama Immigration Act) see Section 31-13-9, and the provisions of said Act, including all penalties for violation thereof, are incorporated herein.

## ITEM XI

### ALABAMA IMMIGRATION ACT CONTRACT REQUIREMENTS

#### 1.0 Background

The **Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No 2011-535, as amended by Act No 2012-491, Code of Alabama (1975) Section 31-13-1 through Section 31-13-30** (also known as and hereinafter referred to as “the Alabama Immigration Act”) is applicable to contracts with the City of Fairhope, Alabama. All business entities entering into contracts with the City of Fairhope, Alabama will comply with the Alabama Immigration Act.

#### 2.0 Definition

**ALIEN.** Any person who is not a citizen or national of the United States, as described in 8 U.S.C. § 1101, et seq., and any amendments thereto.

**BUSINESS ENTITY.** Any person or group of persons employing one or more persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood, whether for profit or not for profit. Business entity shall include but not be limited to the following:

- a. Self-employed individuals, business entities filling articles of incorporation, partnerships, limited partnerships, limited liability companies, foreign corporations, foreign limited partnerships, foreign liability companies authorized to transact business in this state, business trusts, and any business entity that registers with the Secretary of State.
- b. Any business entity that possesses a business license, permit, certificate, approval, registration, charter, or similar form of authorization issued by the state, any business entity that is exempt by law from obtaining such a business license, an any business entity that is operating unlawfully without a business license.

**CONTRACTOR.** A person, employer, or business entity that enters into an agreement to perform any service or work or to provide a certain product in exchange for valuable consideration. This definition shall include, but not be limited to, a general CONTRACTOR, sub-contractor, independent CONTRACTOR, contract employee, project manager, or a recruiting or staffing entity.

**EMPLOYEE.** Any person directed, allowed, or permitted to perform labor or service of any kind by an employer. The employees of an independent CONTRACTOR working for a business entity shall not be regarded as the employees of the business entity, for the purposes of this chapter. This term does not include any inmate in the legal custody of the state, a county, or a municipality.

**EMPLOYER.** Any person, firm, corporation, partnership, joint stock association, agent, manager, representative, foreman, or other person having control or custody of any employment, place of employment, or of any employee, including any person or entity employing any person for hire within the State of Alabama, including a public employer. This term shall not include the occupant of a household contracting with another person to perform casual domestic labor within the household.

**E-VERIFY.** The electronic verification of federal employment authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, P.L. 104-208, Division c, Section 403 (a); 8 U.S.C. §1324(a), and operated by the United States Department of Homeland Security, or its successor program.

**STATE-FUNDED ENTITY.** Any governmental entity of the state or a political subdivision thereof or any other entity that receives any monies from the state or a political subdivision thereof; provided, however, an entity that merely provides a service or a product to any governmental entity of the state or a political



subdivision thereof, and receives compensation for the same, shall not be considered a state-funded entity.

SUBCONTRACTOR. A person, business entity, or employer who is awarded a portion of an existing contract by a CONTRACTOR, regardless of its tier.

UNAUTHORIZED ALIEN. An alien who is not authorized to work in the United States as defined in 8 U.S.C. § 1324a (h) (3).

### 3.0 Mandatory Clause

All contracts or agreements to which the state, a political subdivision, or state-funded entity are a party shall include the following clause:

***"By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom."***

For purposes of this section, "contract" shall mean a contract awarded by the state, any political subdivision thereof, or any state-funded entity that was competitively bid or would, if entered into by the state or an agency thereof, be required to be submitted to the Contract Review Permanent Legislative Oversight Committee.

### 4.0 Contracts Involving Business Entity, or Employer

As a condition for the award of any contract, grant, or incentive by the state, any political subdivision thereof, or any state-funded entity to a business entity or employer that employs one or more employees, the business entity or employer shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama.

As a condition for the award of any contract, grant, or incentive by the state, any political subdivision thereof, or any state-funded entity to a business entity or employer that employs one or more employees within the state of Alabama, **the business entity or employer shall provide documentation establishing that the business entity or employer is enrolled in the E-Verify program.** During the performance of the contract, the business entity or employer shall participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations.

### 5.0 Contracts Involving Subcontracting

Any SUB-CONTRACTOR on a project paid for by contract, grant, or incentive by the state, any political subdivision thereof, or any state-funded entity shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama and shall also enroll in the E-Verify program prior to performing any work on the project. Furthermore, during the performance of the contract, the sub-contractor shall participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations. This subsection shall only apply to sub-contractors performing work on a project subject to the provisions of this section and not to collateral persons or business entities hired by the sub-contractor.

### 5.0 Proof of E-Verify documentation will be in the form of a copy of the signed Memorandum of Understanding (MOU) generated upon completion of the E-Verify program.

## ITEM XII SAMPLE CONTRACT

This **CONTRACT** is made this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between the City of Fairhope (hereinafter referred to as the "**OWNER**") and \_\_\_\_\_ (hereinafter referred to as the "**CONTRACTOR**"), for

### **Bid No. 016-18 Inmate Telephone Services for Fairhope Municipal Jail**

The **OWNER** and the **CONTRACTOR** agree as set forth below:

1. The **CONTRACT** consists of all the items contained within this **CONTRACT**, The Proposal Package, Proposal, Scope of Work and Specifications, drawings (if applicable), Addenda, Amendments, and City of Fairhope Standard Terms and Conditions, which are attached hereto and made a part hereof, as if fully contained herein; for the performance of all work and the furnishing of all labor and materials required for completion of the **WORK**.
2. The **CONTRACTOR** shall perform all the **WORK** described herein.
3. **Term of Agreement**  
Bid Duration: Three (3) years from signing date of **CONTRACT**. At the end of the **CONTRACT**, Vendor agrees to provide service on a month-to-month basis until the **CITY** can procure a new contract through ITB process. Prices, terms, and conditions shall remain the same for the duration of the contract and any time thereafter until the **CITY** can procure a new Contract.
4. **Compensation**
  - a. The **OWNER** is to be invoiced on a monthly basis, in arrears, for payment of each monthly maintenance routine.
  - b. Contractor is to invoice **OWNER** upon completion of work specified in the applicable purchase order.
  - c. Purchase Order number must be referenced on all communications including delivery tickets and invoices.
  - d. All invoices received by the **OWNER** are payable within thirty (30) days from the date of receipt by the **OWNER**, provided they are approved by the **OWNER**.
5. **Payment Withheld**  
The **OWNER** may withhold approval for payment on any request and the **OWNER** may withhold payment to such extent as may be necessary to protect the **OWNER** from loss on account of:
  - a. Negligence on the part of the **CONTRACTOR** to execute the work properly or fail to perform any provision of this Agreement
  - b. The **OWNER**, after three (3) days written notice to the **CONTRACTOR**, may without prejudice to any other remedy, make such good deficiencies and may deduct the cost thereof from the overall **CONTRACT** sum.
  - c. Claims filed or reasonable evidence indicating probable filing of claims.
  - d. Failure of the **CONTRACTOR** to make payments properly to **SUB-CONTRACTORS** for material or labor.
  - e. A reasonable doubt that the Agreement can be completed for the balance then unpaid.
  - f. Damage to the property, or another **CONTRACTOR** or another **CONTRACTOR'S** work.

When the above grounds are removed, payment shall be made for the amount withheld because of them. The CONTRACTOR waives all cancellation rights under the agreement, if payment is withheld for one or more of the above reasons.

## 6. General Conditions

- a. **Indemnity:** The CONTRACTOR hereby agrees to indemnify and save harmless the OWNER, its officers, agent, and employees, from and against any and all liabilities, claims, demands, damages, fines, fees, expenses, penalties, suits, proceedings, actions and cost of actions, including reasonable attorneys' fees for trial and on appeal, of any kind and nature, arising or growing out of, or in any way connected with the performance of this CONTRACT, to the extent caused by a negligent act or omission of the CONTRACTOR, their agents, servants, employees, SUB-CONTRACTORS, or others associated with the CONTRACTOR. The CONTRACTOR shall be responsible for damage to any elevator equipment excluded from this agreement, or damage or injury caused by any equipment exclude from this agreement, to the extent that the damage or injury is caused by a negligent act or omission of the CONTRACTOR.
- b. **Notification and Accident Reports:** Written Notice shall be deemed or have been duly served if delivered in person to the individual or member of the firm or entity to an officer of the corporation for whom it was intended, or if delivered at or sent by registered or certified mail to the last business address known to the party serving the notice. In the event of accidents of any kind, the CONTRACTOR shall notify the OWNER immediately and furnish, without delay, copies of all such accident reports to the OWNER. If in the performance of their work, the CONTRACTOR fails to immediately report and accident to the OWNER, of which the CONTRACTOR has knowledge of and which results in a fine levied against the OWNER then the CONTRACTOR shall be responsible for all fines levied against the OWNER.

## 7. Termination of Agreement

- a. **Termination for Default:** Performance of Work under this Agreement may be terminated by the OWNER, in whole or in part, in writing, whenever the OWNER determines that the CONTRACTOR has failed to meet the requirements of this Agreement.
  - i. The Owner has a right to terminate for default if the contractor fails to make delivery of material or does not perform the work, or if the Contractor fails to perform the Work within the time specified in the Agreement, or if the Contractor fails to perform any other provision of the Agreement.
  - ii. Failure on the part of the Contractor to deliver or perform the Work within the time specified, or within a reasonable time as determined by the Owner, or failure on the part of the Contractor to make replacements of rejected articles, or Work when so requested, immediately or as directed by the Owner, shall constitute authority for the Owner to purchase in the open market, articles or Work of comparable grade to replace the articles or Work rejected, not delivered or completed. On all such purchases, the Contractor shall reimburse the Owner within a reasonable time specified by the Owner for any expense incurred in excess of Agreement prices.
  - iii. Such purchases shall be deducted from the Agreement sum. If public necessity demands it, the Owner reserves the right to utilize services or use and/or consume articles delivered, which are standard in quality, subject to an adjustment of price to be determined by the Owner.



- b. Termination for Convenience: The OWNER has the absolute right to terminate the Agreement upon “Award of Contract” another CONTRACTOR, to perform work referenced herein. In such event, payment of the monthly contract fee shall cease on the date of cancellation of the CONTRACT by the OWNER.

#### **8. Warranty**

- a. The CONTRACTOR warrants that the Work including equipment and materials provided shall conform to the professional standards of care and practice in effect at the time the Work is performed, be of the highest quality, and be free from all faults, defects, or errors. If the CONTRACTOR is notified in writing of a fault, deficiency or error in the Work, the CONTRACTOR shall at the OWNER’s option, either re-perform such portions of the Work to correct such fault, defect, or error, at no additional cost to the OWNER, or refund to the OWNER the charge paid by the OWNER, which is attributable to such portions of the faulty, defective or erroneous Work, including costs for re-performance or Work provided by other CONTRACTORS. All equipment and materials provided by the CONTRACTOR shall be merchantable and for the purpose intended and meet all industry quality standards.

#### **9. Time of Completion**

The OWNER and CONTRACTOR understand and agree that time is of the essence in the performance of this Agreement. The CONTRACTOR or OWNER, respectively, shall not be liable for any loss or damage, resulting from any delay or failure to perform its contractual obligations within the time specified, due to acts of God, actions or regulations by any governmental entity or representative, strikes, fire, water damage, loss of power, loss of funding or any other causes, contingencies, or circumstances not subject to the OWNER or CONTRACTOR’S control, respectively, whether of a similar or dissimilar nature, which prevent or hinder the performance of the OWNER’S or CONTRACTOR’S contractual obligations, respectively. Any such causes of delay, even though existing on the date of the CONTRACT, or on the day of the start of Work, shall extend the time of the OWNER’S or CONTRACTOR’S performance respectively, by the length of the delays occasioned thereby, including delays reasonably incident to the resumption of normal Work schedules.

**However, under such circumstances as described herein, the OWNER may, at their discretion, cancel this CONTRACT for their own convenience.**

#### **10. Insurance Requirements**

See ITEM VII

#### **11. Acceptance of Work**

The OWNER will be deemed to have accepted the Work after the OWNER agrees the Work is completed. In the event Work furnished under the CONTRACT is found to be defective or does not conform to the intent of the CONTRACT, the CONTRACTOR shall, within ten (10) days from receipt of notice from the OWNER, correct the deficiencies. Failure on the part of the CONTRACTOR to properly correct the deficiencies within the time period allowed will constitute the OWNER’S right to cancel the CONTRACT immediately, upon written notice to the CONTRACTOR.

#### **12. Correction of Work**

The CONTRACTOR shall promptly correct all Work rejected by the OWNER as faulty, defective or failing to conform to the CONTRACT, whether observed before or after completion of the Work. The CONTRACTOR shall bear all costs of correcting such rejected Work.

#### **13. Right to Audit**

The CONTRACTOR shall maintain documentation of all work performed. The CONTRACTOR shall make any and all documentation available to the OWNER at all reasonable times, for inspections and audit by the

OWNER, during the entire term of the CONTRACT, and for a period of three (3) years after the expiration of this CONTRACT.

**14. CONTRACT Rights and Remedies**

The CONTRACTOR shall maintain documentation of all work performed. The CONTRACTOR shall make any and all documentation available to the OWNER at all reasonable times, for inspections and audit by the OWNER, during the entire term of the CONTRACT, and for a period of three (3) years after the expiration of this CONTRACT.

**15. Time is of the Essence**

The Owner and CONTRACTOR agree that time is of the essence in the performance of Work called for under this CONTRACT. The CONTRACTOR agrees that all work will be accomplished regularly, diligently and uninterrupted at such a rate of progress as will ensure full completion thereof within reasonable time periods.

**16. Safety Measures**

The CONTRACTOR shall take all necessary precautions for the safety of the OWNER'S and CONTRACTOR'S employees at the Work site, and shall erect and properly maintain at all times, all necessary safeguards for the protection of the workmen and the public. The CONTRACTOR shall post signs warning against hazards in and around the Work site.

**17. Extra Work and Associated Costs**

- a. Changes in the Work: The OWNER, without invalidating the CONTRACT, may order changes in the Work within the general scope of this CONTRACT, consisting of additions, deletions, or other revision, the CONTRACT price and time for execution of the Work being adjusted accordingly.
- b. All such changes in the Work shall be authorized by a written Amendment to the CONTRACT or a separate Change Order and shall be executed under the applicable conditions of the CONTRACT.

**18. Familiarity with the Work**

The CONTRACTOR, by executing this CONTRACT, acknowledges full understanding of the extent and character of the Work required and the conditions surrounding the performance thereof. The OWNER will not be responsible for any alleged misunderstanding of conditions surrounding the performance thereof. It is understood that execution of the CONTRACT by the CONTRACTOR serves as his stated commitment to fulfill all requirements and conditions referred to in this CONTRACT.

**19. Scope of Work**

See ITEM VIII

**20. Contractor Liability**

Nothing in this CONTRACT shall be construed to mean that the CONTRACTOR assumes any liability for damages or otherwise, on account of accidents to persons or property, except those resulting from negligence on the part of the CONTRACTOR or its agents, servants, employees, and subcontractors.

**21. Miscellaneous Provisions**

- a. The CONTRACTOR shall not employ SUB-CONTRACTORS without the express written permission of the OWNER.
- b. The CONTRACTOR shall not assign the CONTRACT or sublet it as a whole without the express written permission of the OWNER. The OWNER may assign the CONTRACT, or sublet it as a whole, without the consent of the CONTRACTOR.

- c. No waiver, alteration, consent, or modification of any of the provisions of the CONTRACT shall be binding unless in writing and signed by the OWNER and CONTRACTOR.
- d. The CONTRACTOR is to procure all permits, licenses, and certificates, or any approvals of plans or specifications as may be required by Federal, State, Local Laws, ordinances, rules, and regulations, for the proper execution and completion of Work covered under this CONTRACT.
- e. The CONTRACTOR shall at all times keep the Work area free from accumulation of waste materials or rubbish caused by his operations, and promptly remove any such materials to an area designated by the OWNER or remove to a waste site as directed by the OWNER. If the CONTRACTOR fails to clean up the Work site, the OWNER will complete the task and charge the CONTRACTOR for such services.
- f. This CONTRACT is considered a non-exclusive Agreement between the parties.
- g. This CONTRACT is deemed to be under and shall be governed by and construed according to the laws of the State of Alabama.
- h. Any litigation arising out of the CONTRACT shall be heard in the Courts of Baldwin County, Alabama.
- i. This CONTRACT contains all terms and conditions agreed upon by the OWNER and CONTRACTOR. No other agreement, oral or otherwise, regarding the subject matter of this CONTRACT shall be deemed to exist or to bind either party hereto.
- j. This CONTRACT shall not be construed against the party or parties preparing it. It shall be construed as if all the parties and each of them jointly prepared this CONTRACT, and any uncertainty or ambiguity shall not be interpreted against one or more parties.

**Section 41-16-5, Code of Alabama 1975, requires that public contracts over \$15,000 include the following language:**

**By signing this Contract, \_\_\_\_\_ represents and agrees that it**

**COMPANY NAME**

**is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade**

IN WITNESS WHEREFORE, the parties hereto have executed this **CONTRACT** as of the day and year first above written.

**THE CITY OF FAIRHOPE, ALABAMA**

\_\_\_\_\_  
Karin Wilson, Mayor

ATTEST:

\_\_\_\_\_  
Lisa A. Hanks, MMC, City Clerk

**NOTARY FOR OWNER (CITY OF FAIRHOPE)**

STATE OF ALABAMA \_\_\_\_\_ }  
COUNTY OF BALDWIN \_\_\_\_\_ }

I, the undersigned authority in and for said State and County, hereby certify that KARIN WILSON, Mayor of the City of Fairhope whose name is signed to the foregoing document and who is known to me, acknowledged before me on this day, that, being informed of the contents of the document she executed the same voluntarily on the date the same bears date.

Given under my hand and Notary Seal on this \_\_\_\_\_ day of \_\_\_\_\_, 2018

NOTARY PUBLIC \_\_\_\_\_

MY COMMISSION EXPIRES \_\_\_\_\_

**IF INDIVIDUAL OR PARTNERSHIP**

\_\_\_\_\_  
Individual or Partnership

\_\_\_\_\_  
Print Name of Partner

\_\_\_\_\_  
Print Name of Representative Authorized to Sign  
Contracts for the firm

\_\_\_\_\_  
Print Name of Partner

\_\_\_\_\_  
Signature of Representative Authorized to Sign  
Contracts for the firm

\_\_\_\_\_  
Print Name of Partner

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Primary E-mail Address

\_\_\_\_\_  
AL General Contractor License No. (Attach Copy)

\_\_\_\_\_  
AL General Contractor License Major Categories

\_\_\_\_\_  
AL General Contractor Specialties

\_\_\_\_\_  
AL Foreign Corporation Entity ID (Required of Out of State Vendors)

**IF CORPORATION OR LLC**

\_\_\_\_\_  
Company

\_\_\_\_\_  
State of Incorporation

**Company Representative**

\_\_\_\_\_  
Print Name of Representative Authorized to Sign  
Contracts for the firm

\_\_\_\_\_  
Signature of Representative Authorized to Sign  
Contracts for the firm

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Primary E-mail Address

\_\_\_\_\_  
AL General Contractor License No. (Attach Copy)

\_\_\_\_\_  
AL General Contractor License Major Categories

\_\_\_\_\_  
AL General Contractor Specialties

\_\_\_\_\_  
AL Foreign Corporation Entity ID (Required of Out of State Vendors)

**NOTARY FOR INDIVIDUAL, PARTNERSHIP, CORPORATION, OR LLC**

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ }

I, the undersigned authority in and for said State and County, hereby certify that

\_\_\_\_\_ As \_\_\_\_\_ respectively of  
Name Title

\_\_\_\_\_  
Company Name  
Whose name is signed in the foregoing document and who is known to me, acknowledged before me on this day,  
being informed of the contents of the document they executed the same voluntarily on the day the same bears  
date.

Given under my hand and Notary Seal on this \_\_\_\_\_ day of \_\_\_\_\_, 2018

NOTARY PUBLIC \_\_\_\_\_

MY COMMISSION EXPIRES \_\_\_\_\_