

CITY OF JASPER, ALABAMA

REQUEST FOR PROPOSALS

Comprehensive Inmate Healthcare Services



PURCHASING DEPARTMENT

**P.O. BOX 1589
400 19TH St. W
JASPER, AL 35501**

**DUE DATE: April 14th, 2025
11:00 A.M. CDST**

CITY OF JASPER

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PURCHASING DEPARTMENT
400 19TH St W
JASPER, AL 35501
OFFICE: (205) 221-2100

The City of Jasper, Alabama announces this Request for Proposal (RFP) to all eligible and interested parties for the opportunity to submit a proposal, in accordance with the requirements herein, for management and delivery of a comprehensive healthcare program to all inmates in the care, custody, and control of the City of Jasper Jail.

The Healthcare Program encompasses various levels of care including, but not limited to, a full spectrum of on-site primary, secondary, and tertiary care, medical and mental health services. The inmate healthcare services include, but are not limited to, dental; pharmacy; medical; mental health; institutional staffing and management; utilization and claims management; management of Healthcare records; chronic care; community provider network; ambulance services; medical supplies/equipment; medical biohazard waste removal; diagnostic services both on-site and community-based treatments; and procedures. Mental health services constitute an integral component of the healthcare process. The Vendor's proposal should address all aspects of the Healthcare program to be utilized in a holistic approach in meeting inmate Healthcare needs.

Site tours will be available to vendors upon request. Please reach out to the City Purchasing Agent at 205-385-7968.

Selected Vendor will assume responsibility for providing the delivery of Healthcare Services under this RFP beginning on July 1st, 2025. Vendor will have basic systems/programs, as outlined in this RFP, fully implemented and operational within ninety (90) days of performance under the contract.

Proposals must be delivered by 11:00 a.m. CDT on Monday, April 14th, 2025, to the Purchasing Department, Jasper City Hall, at 400 19th Street West, Jasper, Alabama 35501. Parcels or packages containing proposals must be clearly marked on the external packaging as "RFP: Comprehensive Inmate Healthcare Services." Vendors' proposals will be opened on April 14th, 2025 at 11:00 a.m. CDT in the Jasper City Hall upstairs council chambers. The names of Vendors who submitted a response to this RFP will be made public at that time.

1.1 Objective of RFP

The objective of this RFP is to secure a contract with a qualified Vendor who can manage and provide a comprehensive healthcare services system that delivers constitutionally adequate healthcare services promoting positive clinical outcomes to all inmates assigned to the Jasper City Jail, regardless of place of assignment or disciplinary status. In addition, the qualified Vendor must comply with applicable court orders, policies, and

procedures administered by the Office of Health Services (OHS)), and certain standards promulgated by the American Correctional Association (ACA) and National Commission of Correctional Healthcare (NCCHC).

Interested potential Proposers are encouraged to respond. The purpose of this RFP is to identify qualified vendors who are interested in and capable of providing the service herein. The City of Jasper may or may not award a contract on the basis of responses. The City of Jasper will not pay for the preparation of any information submitted as a result of this RFP. Please bid an annual amount payable by the City to the Vendor for **COMPREHENSIVE INMATE HEALTHCARE SERVICES**.

Contract for “**COMPREHENSIVE INMATE HEALTHCARE SERVICES**” shall be effective for twelve (12) months with the option to renew for two (2) additional twelve (12) month periods from Council Approval.

The City Council expressly reserves the right to reject any or all proposals, or parts of all bids, and to take the award or awards as the best interest of the City appears.

The Vendor shall comply with the Department of Labor, Safety, and Health Regulations for construction promulgated under the Occupational Safety and Health Act, the Anti-Kickback Act, and the Contract Work Hours Standards Act (PL 91-54).

Proposals may be held by the Owner for a period not to exceed sixty (60) days from the date of the opening of proposals for the purpose of reviewing and investigating the qualifications of proposers prior to awarding of the contract. Proposers shall furnish to the Owner all such documents and information, as the owner deems necessary for qualification review upon written request by the Owner. The Owner shall begin review with the lowest responsive responsible Bidder.

The Owner reserves the right to reject any or all proposals or to waive any informality in the bidding.

This Request for Proposal (RFP) is to determine the availability and capability of potential vendors to provide **COMPREHENSIVE INMATE HEALTHCARE SERVICES** for the City of Jasper.

Proposal Requirements:

ALL RESPONDERS PROVIDING PROPOSALS MUST PROVIDE, IN DETAIL, THE INFORMATION REQUESTED IN THIS RFP, PREFERREDLY IN THE ORDER PRESENTED. FAILURE TO PROVIDE ANY OF THE INFORMATION REQUESTED IN THIS RFP MAY RESULT IN DISQUALIFICATION OF THE PROPOSAL.

The City of Jasper intends to enter into a contract or agreement for services as per the accepted or negotiated proposal. Terms and conditions will be finalized at the time of the award. If a proposer has a draft of the terms and conditions it wants considered, it should be submitted as part of the formal written response. The City of Jasper reserves the right to conduct pre-contract negotiations with any or all proposers. If selected as The Medical Provider for Inmate Healthcare Services, the proposal and responses to the RFP will be incorporated into the resulting contract.

The successful Medical Provider shall assume total responsibility for all obligations under the contract whether an approved sub-contractor or an approved third-party assist in fulfilling the contract in whole or in part. Further, the City of Jasper will consider the successful Medical Provider to be the sole point of contact with regard to contractual matters, including payment of all charges resulting from the contract. The successful Medical Provider will be fully responsible for any default by an approved sub-contractor, just as if the successful Medical Provider itself had defaulted. No approved sub-contractor will be paid directly by the City. The successful Medical Provider will be solely responsible for the full and complete discharge of its obligations under the contract. For purposes hereof "approved" sub-contractor means a subcontractor of the Medical Provider approved in writing by the City.

Each proposer submitting a proposal represents that he has read and understands the RFP and his proposal in made in accordance thereof. The City assumes no responsibility for errors or misinterpretations from the use of an incomplete set of proposal specifications. The proposer shall furnish the City with additional information as we may reasonably require to make an informed decision.

Additional Terms and Conditions:

1. All services performed by the proposer are in the role of an independent contractor. The Responder acknowledges and understands that the performance of any resulting contract is an independent contracting individual and/or agency and, as such, the Responder is obligated for itself and any and all employees and its independent contractors' applicable taxes (i.e. FICA taxes, Occupational taxes, all Federal, State and Local taxes) and the City of Jasper will be obligated for same under the resulting contract. Responder acknowledges that as to all employees or contractors of the Medical Provider no income tax withholding, payment of workmen's compensation, unemployment insurance, life insurance, travel insurance, group insurance, disability insurance, death benefits, pension or profit-sharing plans, or any other expense customarily paid by an employer with respect to an employee.
2. The intention to subcontract any portion of the project to a named entity must be part of the Responder's proposal. No portion of the proposal or resulting project may subsequently be subcontracted without the prior written approval of the City of Jasper, which consent may be withheld. Assignments attempted, without said consent, shall be considered void and have no effect.
3. The City shall own all documents, data, files, tapes, disks, reports, spreadsheets and all other working documents, electronic or otherwise, as related to this agreement. The Proposer shall furnish all such documents to the MCC upon termination of this agreement. In addition, the Proposer must provide security for all such records and the Proposer shall provide to the City written procedures documenting their security and off-site storage.
4. The Proposer shall observe, perform and comply with or require compliance with all federal, state, and local laws, ordinances, rules and regulations and all amendments thereto which in any manner may affect the operation and Proposer's activities undertaken pursuant to this Agreement.
5. All cost incurred by the Proposers in preparing and delivering their proposal, and any subsequent time and travel to meet with the City regarding the proposal shall be totally borne at the Proposer's expense.
6. All responses become a matter of public record at award. The City accepts no responsibility for maintaining confidentiality of any information submitted with the RFP whether labeled as confidential or not.

7. The City is an Equal Opportunity, Affirmative Action employer. The successful Proposer(s) and its subcontractors (if any) shall not discriminate unlawfully against any employee or applicant for employment, nor shall they deny the benefits of any agreement resulting from this RFP to any person on the basis of race, sex, age, religion, color, national origin, disability.

Insurance:

Proposer shall, at their own expense, maintain insurance of such types and in such amounts as are necessary to cover their responsibilities and liabilities on a project of the character contemplated under this contract and shall require all subcontractors to carry similar insurance. The City shall be named as Additional Insureds on the general liability policy and on the umbrella/excess policy if required to meet the minimum limits set forth below.

Certificate(s) of Liability insurance will be provided to the City before work can commence. The Certificate will evidence all coverage required and specify the terms required as noted below. Certificate will note the additional insured as required above and will provide for at least 30 days written notice of cancellation or non-renewal to the City. Policies may include a deductible, but the Proposer will be responsible for payment of the deductible on their own behalf and on behalf of the City as an additional insured.

Required Insurance Minimum Limits:

Required Insurance Minimum Limits: Contracting party shall file the following insurance coverage and limits of liability with the Director of Risk Management, before beginning work:

***General Liability:**

\$1,000,000 - Bodily injury and property damage combined occurrence

\$1,000,000 - Bodily injury and property damage combined aggregate

\$1,000,000 - Personal injury aggregate

Comprehensive Form including Premises/Operation, Products/Completed Operations, Contractual, Independent contractors, Broad Form property damage and personal injury.

Automobile liability:

\$1,000,000.- Bodily injury and property damage combined coverage

Any automobile including hired and non-owned vehicles

Workers Compensation and Employers Liability:

\$100,000 - Limit each occurrence – statutory limits

Umbrella Coverage:

\$1,000,000 - Each occurrence

\$3,000,000 - Aggregate

*These limits may be accomplished through a combination of primary and excess/umbrella liability policies written on a “follow form” basis or forms no more restrictive than the primary policies. Insurance carrier shall be rated A- or better by A.M. Best. The City shall have the right to inspect and approve Proposer’s insurance including review of the entire policy and all attachments upon request.

GENERAL SPECIFICATIONS

Comprehensive Inmate Health Services required by this invitation to Bid (ITB) shall be for the City of Jasper. Cost shall be submitted to the City Administration Department. Payments for services will be paid monthly.

1. FACILITIES & EQUIPMENT

Vendor will be required to perform the contract requirements at the Jasper City Jail located at 1610 Alabama Avenue, Jasper, Alabama.

2. LICENSING

Vendor must be licensed to do business in the State of Alabama, Walker County, Alabama and the City of Jasper, Alabama and any other licenses and permits that may be required by law or ordinance to perform any of the services required by the contract.

3. CONTRACT TERM

The award of the contract as a result of this RFP will be effective for twelve (12) months with an option to renew for two (2) additional twelve (12) month periods from Council approval. If service requirements change due to population changes or for any other reasons during the contract period, the City reserves the right to negotiate with the vendor to accommodate any changes. Any contract, or changes thereto, that may arise as a result of this RFP and all financial obligations of the City pursuant to this contract are subject to prior approval by the Jasper City Council. Vendor shall not be entitled to any payment by the City under the contract for any period during which they have not provided **COMPREHENSIVE INMATE HEALTH SERVICES**.

The following is a statement of the proposed health care services sought to be responded to under this RFP which includes, but is not limited to, the following: management, medical services by physicians, nursing, mental health, dental, pharmacy, medical records, lab, x-ray, on site routine and specialty services, medical and dental supplies and services necessary to carry out the obligations and scope of services contemplated by this RFP. In addition, the maintenance of medical records is required under this RFP and in state-of-the-art electronic and digital format.

The proposal must address the Medical Provider's ability to provide for medical services for the Jasper City Jail and shall specifically address the Medical Provider's ability to perform, and the associated cost for performing, the below described services.

SCOPE OF SERVICES

- a. Receiving Screenings: Any inmate to be detained at the Facilities shall receive a medical screening subsequent to his/her booking. A mental health evaluation shall be performed at the receiving screening. The screening will identify those individuals with medical conditions, dental needs, mental disorder, detainees in need of special management or close supervision, and those with suicidal tendencies. Detainees will be booked and admitted into Jasper City Jail. Appropriate providers should be assigned at booking to accomplish these tasks.

1. The Medical Provider will implement a policy and procedure and forms to ensure compliance with accreditation standards. Proposals will include a plan for completing the screening examinations. Attach a copy of the Medical Provider's screening policy and form.
 2. When clinically indicated, there is an immediate referral to an appropriate health care service.
 3. Notation of the disposition of the detainee, such as immediate referral to an appropriate health care service, approval for placement in the general detention population with later referral to an appropriate health care services, or approval for placement in the appropriate detention population. The Medical Provider shall work in conjunction with the Detention Facility's staff to provide for appropriate detainee placement.
 4. Immediate needs are identified and addressed, and potentially infectious detainees are isolated.
 5. Screening for infectious diseases are completed.
- b. Oral Screenings: Any inmate detained at the Facilities shall receive an oral screening.
 - c. Detoxification: Where any inmate/arrestee at the time of booking is or appears intoxicated and/or has alcohol on his/her breath, alcohol and/or drug detoxification strategies shall be initiated.
 - d. Health Assessments: An inmate's health shall be assessed and the appropriate paperwork prepared by Medical Provider's medical staff at the time the inmate's receiving screening is administered.
 - e. Periodic health Appraisals: The Medical Provider's medical staff shall conduct periodic health appraisals of the inmates in the custody of the Facilities at the direction and discretion of the Medical Director in order to maintain a healthy environment within the Facilities.
 - f. Infectious Disease: The Medical Provider shall establish policy and procedures for the care and handling of detainees diagnosed with infectious disease, chronic illnesses and other special health care needs. The Medical Provider will develop an infection control program that focuses on surveillance, prevention, treatment and reporting. In addition to procedures generic to "infectious diseases," disease-specific programs will be established to include:
 1. Tuberculosis – The Medical Contractor will develop a TB surveillance, treatment and monitoring program consistent with community standards. If a detainee tests positive for a PPD test, the detainee shall be scheduled for and receive a chest X-ray, with appropriate follow-up and care, including isolation, if required.
 2. HIV/AIDS – HIV testing and counseling will be done on a confidential basis to detainees after being detained for 72 hours. A physician will evaluate detainees identified as having HIV disease. HIV detainees will have access to infectious disease specialists and HIV medications as determined medically necessary.
 - g. Sick Call: Sick call at the Facilities shall be carried out in accordance with appropriate NCCHC timeline standards. The Medical provider will establish assessment protocols to facilitate the sick call process. The Medical Provider will establish policies and procedures for handling and responding to detainee requests for health care services. Medical Provider policies and procedures shall be subject to review by the City.

Detainees will have the opportunity to request health care services daily. Detainees may request services orally or in writing. Health care personnel will review the requests and determine the appropriate course of action to be taken to include immediate intervention or scheduling for nursing sick call or a provider evaluation.

- h. Hospitalization: Medical Provider shall coordinate and make arrangements for the provision of healthcare to inmates requiring hospitalization.
- i. Specialty Needs Treatment Plans: The Medical Provider will establish a plan for the identification, treatment and monitoring of detainees with chronic illnesses and special health care needs. Upon identification of a detainee with a special health care need, the detainee will be referred for specialty care. The Health Care Provider will establish a special needs treatment plan to guide the care of detainees with special needs.
- j. Female Preventative Health Care & Prenatal Care: The Medical will be responsible for the provision of medically necessary health services to the female detainee population to include, at a minimum, the following:
 1. Sexually transmitted disease screening for syphilis, gonorrhea, and chlamydia;
 2. Pre-natal care;
 3. Provision of appropriate vitamins and dietary needs;

4. Identification and management of high-risk pregnancies, including appropriate referrals.
- k. Nursing Care: Medical Provider's nursing staff shall provide nursing care in accordance with all applicable laws, this Contract, and shall comply with all standards of care regarding the rendering of healthcare by nursing professionals. Nurses will be trained and qualified and required to draw blood from inmates for use in court proceedings, upon request.
 - l. Dialysis Treatment: Medical Provider shall coordinate and make arrangements for the provision of dialysis treatment. Treatment that can be conducted onsite is preferred.
 - m. **Regular Physician** Visits to the Facilities: Medical Provider's Medical Director shall establish a schedule for duly licensed physicians to make regular visits to the Facilities, no less than three days per week, to evaluate inmates in need of medical attention beyond the scope and knowledge of Medical Provider's nursing staff.
 - n. Emergency Ambulance Services: Where, at the determination of the Medical Director or his/her duly appointed designee, an inmate is in need of emergency medical care that cannot be sufficiently and adequately provided at the Facilities, the Medical Director or his/her duly appointed designee shall coordinate and arrange for the inmate to be transported to a local emergency room via ambulance in accordance with all applicable ordinances and laws.
 - o. Emergency Care: Medical Provider shall provide twenty-four (24) hour emergency medical, mental health, and dental services on-site at the Facilities. The Medical provider will establish policies and procedures to address emergency situations. The emergency policies will provide for immediate response by the health staff to stabilize the detainee. Emergency services to include first aid and cardiopulmonary resuscitation services will be provided onsite. A healthcare' or medical need that cannot be postponed until the next scheduled sick call or clinic, or the presence of a life-threatening illness and/or injury shall be deemed an emergency. Where the requisite emergency care cannot be provided at the Facilities, Medical Provider shall arrange and coordinate for the provision of such emergency care.
 - p. **Dental Care:** Any inmate detained at the Facilities shall receive dental care. All dental care, including dental care provided at the Facilities, shall be rendered under the direction and supervision of a dentist licensed to render such care in the State of Alabama. The Medical Provider will provide dental referrals on an as-needed basis. The Medical Contractor will provide detainees with dental education and oral hygiene instruction.
 - q. Basic Laboratory Services: The Medical Provider will ensure the availability of laboratory studies as determined necessary. Routine and Stat laboratory specimens will be processed, and written reports will be provided in a timely manner. A Medical Provider will review test results with abnormal findings. The Medical Provider will provide equipment and supplies to perform onsite laboratory testing as required by NCCHC and ACA standards. Medical Provider shall arrange and coordinate for the provision of any laboratory services that cannot be provided onsite.
 - r. Basic Radiology Services: The Medical Provider will ensure access to radiological studies as determined necessary. Routine and Stat radiology services will be processed, and written reports will be provided in a timely manner. A board certified or board eligible radiologist will interpret test results.
 - s. Inmate Healthcare Education: Medical Provider shall develop and implement an educational policy for the inmates housed at the Facilities in order to maintain and foster a healthy environment at the Facilities. Medical Provider's educational policy shall address but is not limited to the following areas: proper inmate hygiene and communicable and infectious diseases.
 - t. Pharmacy Services: The Medical Provider shall ensure the availability of pharmacy services sufficient to meet the needs of the inmate populations assigned to each Facility. Proposed subcontracts with pharmaceutical providers should include complete information regarding the pharmaceutical provider, such as corporate history, references, past litigation, etc. the Medical Provider shall comply and supervise any sub-contractor to comply with all applicable state and federal laws, rules, regulations and guidelines regarding the management of pharmacy operations. Notwithstanding the foregoing, excluded from pharmacy services to be provided are any and all drugs and related supplies, equipment and paraphernalia used in the treatment of, management of, and diagnosis of tuberculosis and Aids. The Medical Provider's pharmaceutical program will address, at a minimum, the following:
 - 1. Medication ordering process.
 - 2. Medication administration systems to include Direct Observed Therapy (DOT), as approved by health care professional.
 - 3. Routine/non-urgent medication shall be administered within 24 hours of physician's order with urgent medication provided as required and ordered by physician.

4. Documentation of detainee education addressing potential medication side effects.
 5. Documentation of medication administration to detainees utilizing the medication administration record.
 6. Documentation of a detainee's refusal to take the prescribed medication.
 7. Requirements for physician evaluations prior to the renewal of medication orders to include psychotropic medications. The re-evaluation will be documented in the detainee's health record.
- u. Onsite Mental Health Program: The mental health evaluation shall be one key component of the comprehensive Detention mental health program established by the Successful Proposer. The clinical services provided shall be consistent with the community while emphasizing prevention, identification, early intervention and aggressive treatment of mental disorders with the goal of reducing the frequency and duration of episodes of serious mental illness. The goal shall be to provide services to the inmate such that s/he is able to function to the best of their potential ability. All inmates shall be considered as eligible for mental health services with the priority given to those individuals identified as most severely impaired by serious mental disorder, the most dangerous to themselves or others, and those who exhibit an inability to function within the general population setting of the detention facilities. The existence of a mental disease or disorder as categorized within the American Psychiatric Association's Diagnostic and Statistical Manual (4) of Mental Disorders shall be the basis for service consideration. Axis II disorders including antisocial and borderline personality disorders shall be evaluated for group intervention based on individual need. The mental health team shall also work with preventive or promote programs including psycho-educational or cognitive behavior programs focusing on topics such as anger management, impulse control, or substance abuse, as examples.
 - v. Healthcare Administrative Support Services: Medical Provider shall be responsible for providing appropriate and sufficient administrative support staff to aid and facilitate the provision of healthcare services.
 - w. Crisis Intervention Services: Medical Provider shall provide the necessary personnel to address inmate crises situations such as suicide attempts and self-harm.
 - x. Medical Records: The Medical Provider will establish policies and procedures addressing the health record format and documentation requirements. The Medical Provider will ensure that health records are maintained in a standardized format in accordance with prevailing medical regulations for confidentiality, retention, and access. A problem-oriented health record format will be utilized. A health record will be established for each detainee who receives care beyond the initial intake screening. The Medical Provider will be responsible during the term of the contract for the storage and retention of health records in compliance with mandated statutes of the State of Alabama. An inmate's medical record/file shall be kept strictly confidential.
 - y. Infectious Waste Disposal: All Infectious waste shall be disposed in accordance with all applicable state and federal laws.
 - z. Supplies and Equipment: Medical Provider is responsible for the provision of all medical supplies and equipment not provided for by the MCC, such equipment and supplies will be out of the Contract to be entered into pursuant to this RFP.
 - aa. Disaster Planning: Medical Provider shall be responsible for preparing and presenting a disaster preparedness policy to the City, as the Medical Provider acknowledges the necessity for such a plan and therefore shall fully cooperate with the City, and the Commander of the Facilities.

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GENERAL SPECIFICATIONS (CONTINUED)

PROPOSAL PRICES

The vendor must perform all duties as described herein for the prices submitted on its proposal form. Prices proposed will remain firm for the Twelve (12) month term of the contract with an option to renew two additional twelve month terms (not to exceed 36 months). Prices submitted are to be in U.S. dollars, for the complete cost of all services as stated on the bid for and exclusive of all State, County and City taxes. No price changes or additional charges will be allowed during the Twelve (12) month term of the contract, except as addressed in this document, unless any modifications or revisions of the duties to be performed are negotiated and approved in writing by City Council.

SUBCONTRACTING – Vendor must clearly identify any subcontractor(s) that will be assisting the vendor in any way in fulfilling its obligations as medical services vendor for City of Jasper. For each subcontractor the vendor intends to use, the vendor must provide the name, address, contact person, phone number(s) and the service to be provided to the vendor on the attached **Schedule B**. Subcontracting to any firm or individual with current or past business affiliation or other interests which may, in the City’s opinion, give rise to a conflict of interest in connection with this service, will not be permitted. This includes, but is not limited to, any firm or individual involved in the preparation of this ITB. The City reserves the right to accept or reject any subcontractor(s).

LIABILITY ERRORS – While the City has used considerable efforts to ensure an accurate representation of information in this ITB, the information contained in this ITB is supplied solely as a guideline for vendors. The information is not guaranteed or warranted to be accurate by the City, nor is it necessarily comprehensive or exhaustive. Nothing in this ITB is intended to relieve vendors from abiding by all applicable laws, rules, regulations, ordinances, etc., that exist with respect to the specifications addressed in this ITB.

AGREEMENT OF CONTRACT TERMS – By submitting a bid the vendor agrees to all the specifications of this ITB and terms and conditions of the sample contract which is attached as Exhibit 1. Vendors who have obtained the OTB and sample contract electronically must not alter any portion of the sample contract, with the exception of adding the information requested. To do so will invalidate your bid.

ORDINANCES & STATE LEGISLATION – The contract resulting from this ITB will be governed by and will be construed and interpreted in accordance with the laws of the State of Alabama and the ordinances of City of Jasper. The vendor must give all the notices and obtain all the licenses and permits required to perform the work. The vendor must comply with all the municipal ordinances, county ordinances, and State legislation.

In addition to the ordinances and legislation stated above, the vendor will have to comply with and be mindful of the following

- (1) The Federal Occupational Health and Safety Act, as amended;
- (2) The State Worker’s Compensation Act
- (3) The State Open Records Act
- (4) The Alabama Immigration Act HB 56, as amended;
- (6) Unemployment Compensation Act

POLICIES PRIMARY – All insurance policies required herein are to be primary and non-contributory with any insurance or self – insurance program administered by the City.

WAIVER OF SUBROGATION - Vendor shall require the carriers of the above-required insurance coverage to waive all rights to subrogation against the City, and its officers, employees, agents, contractors and subcontractors. Further, vendor hereby waives any rights of subrogation against the City. All general or automotive liability coverage provided herein shall not prohibit the vendor or its employees, agents or representatives from waiving the right of subrogation prior to loss or claim.

PROOF OF COVERAGE - Before the commencement of services or work hereunder, the vendor shall provide the City a certificate(s) of insurance and endorsements (including the additional insured endorsements) evidencing compliance with the requirements in this section. These certificates shall provide that such insurance shall not be terminated or expired without thirty (30) days advance notice to the City. In the event that the City is not notified that any of the coverage required herein is to be cancelled or changed in such a manner as not to comply with the requirements of this vendor, the vendor shall, within fifteen (15) days prior to the effective date of such cancellation or change, obtain and provide the City with binder(s) of insurance evidencing the re-establishment of the insurance coverage required herein.

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GENERAL SPECIFICATIONS (CONTINUED)

Claims by Parties other than Contractor Representatives- Contractor agrees to defend, indemnify, hold harmless, and release the indemnitees from and against all claims by any third parties (excluding any Contractor Representative) that arise out of, related to, result from, or are attributable to any negligent act, omission or conduct by Contractor or any Contractor Representative in performing its (or their) responsibilities and Services under this Agreement; provide that Contractor's Indemnification obligation under this provision shall not exceed the amount of the limits of the general liability and automobile insurance policy set forth herein. This indemnification obligation under this provision includes Claims by third parties (excluding any Contractor Representative) that are caused in part by the negligence of any Indemnitee; provided nothing herein shall obligate Contractor to indemnify and of the Indemnitees for Claims resulting from the sole negligence of/from the willful misconduct of the Indemnitees.

SAFETY - The successful vendor(s) ("Vendor") warrants that it has inspected or will inspect the work sites before performing the services and work contemplated hereunder ("services"). Vendor(s) further warrants that it has not identified any condition or hazard that will prevent it from performing the services in a manner that does not endanger persons or property. Vendor(s) is exclusively responsible for performing the services in a safe manner that does not put at risk the safety of persons (including its own employees or representatives) or endanger property. Vendor(S) shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to: (i) all its employees and all other persons who may be affected by the services; (ii) all the services and all materials and equipment to be incorporated therein, whether in storage on or off the work sites, or under the care, custody or control of the Vendor(s) or any of its subcontractors; and (iii) other property at the work sites or adjacent thereto. Vendor further agrees to comply with all provisions and requirements set forth in applicable laws, ordinances, rules, regulations and orders or any public authority having jurisdiction over safety of persons or property or to protect them from damage, injury or loss.

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GENERAL SPECIFICATIONS (CONTINUED)

INTELLECTUAL PROPERTY RIGHTS – All intellectual property, including patents, trademarks, specifications, reports, surveys, documents, and work products prepared pursuant to this contract, shall become the property of the City upon completion of services or termination of this contract. Vendor shall deliver all such products to the City upon written request from the City. City may use, reuse, or otherwise utilize such products without restriction.

RECORDS - As the City's service provided, the vendor will be required to maintain their records and access thereto in accordance with the Alabama Open Records Act.

HEALTH & SAFETY - All work performed under this contract must be carried out in accordance with the terms and conditions of the Federal Occupational Health & Safety Administration (OSHA). The City reserves the right to inspect any health and safety records from the appropriate State department(s) or federal OSHA agencies and may obtain records and use such records in any submission of records filed with any appropriate agency.

CITY NOT EMPLOYER - The vendor shall be considered as an independent contractor, not as a partner or agent of the City. The City is not to be understood as the employer to any vendor, its personnel or staff for any work, services, or supply of any products or materials that may be awarded as a result of this ITB.

WORKPLACE SAFETY & INSURANCE BOARD REQUIREMENTS – The vendor must be and remain in good standing with all the provisions of the Department of Industrial Relations relating to Alabama's Workers' Compensation Act at all times during the term of this contract. The vendor must provide all records maintained in compliance with the State law and shall provide a copy to the City at no cost upon request by the City.

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LIABILITY – The vendor shall ensure its staff and all who shall be performing any services in accordance with the contract on City property, shall perform such services in a safe and responsible manner. Any damage or destruction to the City’s property, materials, equipment, environment and any other items that are determined by the City’s representative(s) to have been caused by the said vendor or by the vendor’s staff, shall be repaired or replaced by vendor within 30 days after receipt of written notice from the City. Vendor shall be responsible for the full cost of the damage or destruction. If the said damage is not repaired or replaced within 30 days, the City, at their option, may make such repairs and withhold from the vendor’s payment an amount equal to the cost of the repairs. The total amount of such monetary compensation shall be deducted by the City from the invoice(s) received from the vendor for services provided. Where such monetary amounts may exceed the total value of the contract award, the City shall seek remedy through the vendor’s insurance provided or by any other means the City deems to be in the best interest of the City.

RESOLVING DISPUTES AND COMPLAINTS – In the event of a dispute or complaint between the vendor and City, the following complaint and dispute resolution steps shall be followed. In each step the City shall keep the resolution process fair and transparent to all concerned. Upon receipt of a written dispute claim or complaint, the Mayor or designee shall request a meeting with all person named in the complaint or dispute claim along with the City Purchasing Agent to discuss the particulars of the complaint or dispute claim. The Mayor or designee shall chair such meeting and appoint a meeting recorder to record all pertinent conversations. If the complaint of dispute claim can be resolved at this meeting, a written report of such resolution must be sent by the Mayor or designate to all who were in attendance at the meeting. In all cases where written responses or records are made in this process, a certified copy of such written documents shall be filed in the City’s official contract file for contract relations between the City and the vendor.

CONTRACT EARLY TERMINATION: Notwithstanding, this Agreement may be terminated before the expiration of its Term on the occurrence of any of the following:

- (A) **Termination for cause:** If any party fails to perform a material obligation under the Agreement, the non-defaulting party may provide the defaulting party notice and request that it cure the deficiency (a“Default”) within thirty (30) days following that notice. Further, if Contractor fails to timely cure a default by it, the Awarding Authority shall have the right to withhold further payments for services until Contractor cures the breach. If the defaulting party does not cure a default within the cure period, the non-defaulting party may terminate this Agreement after the expiration of the cure period effective immediately on provision of a termination notice. The exercise of this right of termination shall not relieve the non-defaulting party of any liability to receive actual, direct damages sustained by virtue of the Default; or

**CITY OF JASPER
PURCHASING DEPARTMENT
400 19th St West
JASPER, AL 35501
OFFICE: (205)221-2100**

GENERAL SPECIFICATIONS (CONTINUED)

- (B) **Termination by City without cause:** Effective one (1) month after the Effective Date, the City may terminate this Agreement for its convenience without any penalty to the City by providing all parties written notice of the City's intent to terminate at least thirty (30) days before the intended termination date (a "County Termination-For-Convenience Notice"); or
- (C) **Termination by Contractor for Convenience:** Effective one (1) month after the Effective Date, the Contractor may terminate this Agreement for its convenience without any penalty by providing written notice of the Contractor's intent to terminate at least thirty (30) days before the intended termination date (a "Contractor Termination-For-Convenience Notice").
- (D) **Termination by City for Natural Disaster:** The Agreement may be terminated immediately without penalty in the event the building or the infrastructure is destroyed due to a natural disaster. A **Natural disaster** is described as a major adverse event resulting from natural processes of the Earth (i.e. floods, hurricanes, tornadoes, volcanic eruptions, earthquakes, fire, tsunamis, and other geologic processes).

ASSIGNMENT OF CONTRACT – Successful bidder shall not assign this contract to any other party.

NON-DISCRIMINATION – Vendor (and its employees, agents and any subcontractors) shall not discriminate on the basis of race, color, national origin, or sex in the performance of the services contemplated hereunder. Failure by the Vendor to carry out these requirements is a material breach of its obligations, which may result in its termination or such other remedy as the City deems appropriate.

Successful bidder acknowledges and agrees the City has the right to deduct from total amount of consideration to be paid, if any, to the successful bidder under this agreement all unpaid, delinquent or overdue license fees, taxes, fines, penalties and other amounts due the City from the successful bidder.

The City must have a copy of the successful bidder's current County/City business license prior to a formal award of contract. Each bidder may submit a copy of his/her license along with his/her bid. However, a bidder must provide a copy of his/her current business license no later than seven (7) working days of receipt of notice of intent to award.

Any successful bidder who is not currently set up as a vendor in the City vendor file will be required to submit a completed **W-9** tax form prior to any award. The **W-9** tax form may be submitted with your bid or no later than seven (7) working days of receipt of notice of intent to award.

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PURCHASING DEPARTMENT
400 19th St West
JASPER, AL 35501
OFFICE: (205)221-2100**

GENERAL SPECIFICATIONS (CONTINUED)

INVOICE AND PAYMENT – Invoices are to be submitted within the first five (5) working days of the month services provided in the previous month. Payments under this contract shall be made within twenty (20) days of receipt of non-disputed, properly itemized invoice with supporting documentation for contracted services rendered by the vendor during the previous month. Any amount billed other than the standard base monthly fee (hourly charge for patrol or emergency response service, etc.) must have supporting documentation to justify the charge.

PROPOSAL REQUIREMENTS

- (A) Proposals must be submitted on the blank bid form that is provided.
- (B) Proposals must be complete and specific.
- (C) **Proposals must be free of alterations and erasures.** Proposals must be properly signed by the proposer or by a legally authorized officer or agent of the proposer.
- (D) The proposal must be enclosed in a sealed envelope marked “**CITY OF JASPER COMPREHENSIVE INMATE HEALTHCARE SERVICES**”. The bid date and time of proposal opening must also be shown on the envelope containing your proposal.

PROPOSAL SUBMISSION REQUIREMENTS:

- A. Proposals must be submitted in a sealed envelope with the following information typed on the face of the Envelope: (1) Bid title, (2) Company’s name and address written on the envelope.
- B. Responses must be submitted in ink or type written.
- C. Proposer must submit (2) copies of their response.
- D. Proposer must submit (2-3) references that would confirm experience and qualifications for this contract.
- E. Proposer must submit a complete history of their performance of COMPREHENSIVE INMATE HEALTHCARE SERVICES, including identification of all customers/clients within the last ten (10) years.
- F. Proposer must submit documentation proving qualification, i.e. licenses, certifications (includes NACA) insurance, etc.
- G. Proposer must disclose any criminal history, including prior arrests (excluding traffic offense) upon request.
- H. Proposers must include all “Required Forms” as listed below. Forms may not be modified.

**CITY OF JASPER
PURCHASING DEPARTMENT
400 WEST 19TH STREET
JASPER, ALABAMA 35501**

REQUEST VENDOR INFORMATION (ATTACH TO YOUR PROPOSAL)

1. The vendor must provide evidence of minimum of five (5) years' experience in on-site directing and supervision of a Medical Service Program comparable in since and scope to the one currently being operated in the City of Jasper, AL.
2. The vendor must provide evidence that they have a good reputation for honesty and integrity with no felony convictions.
3. The vendor must provide examples of prior program audits or reviews done by its organization that demonstrate its ability to establish reporting requirements and other protocols to ensure appropriate and effective use of its funds.
4. The vendor must provide a minimum of three (3) references (see Schedule A) where similar services equal (or larger) in size and complexity to the one currently being operated in Jasper, AL were performed.
5. The vendor must provide a complete history of their performance of Medical Services.
6. The vendor must provide a plan, indicating anticipated staffing levels sufficient to maintain and perform all duties required herein, and the time needed to have the staff to place and ready for service. Include education level, qualifications and relevant NACA or equivalent training and experience for each individual as required.
7. The vendor must provide a list of all subcontractors and / or individuals along with their address, the name of a contact person and a contact telephone number as well as a description of the type service or work they will be performing.

NOTE: The City may deem the failure of a bidder to provide all information requested with the bid to be an informality if, upon request from the City, the bidder provides the omitted information immediately.

BID SHEET

Proposal Price for One (1) Year: _____

Company Name: _____

Name of Company Representative: _____

Position: _____

Address: _____

Email Address: _____

Company Web Page: _____

Phone: _____

Fax: _____

Date: _____

Signature: _____

MEDICAL PROVIDER ATTACHMENT CHECKLIST

- Attach an Executive Summary.
- Attach a copy of Transition Plan if required.

- Attach a copy of the Medical Provider’s screening policy and form.
- Attach a copy of the Medical Provider’s staffing plan, positions, and shift assignments.
- Attach a copy of the Medical Provider’s description of its resources and approach to recruiting for all staff.
- Attach a copy of how the Medical Provider will demonstrate the ability to provide experienced and qualified leadership in key onsite positions by defining required experience, describing performance in similar facilities, outlining plans to maintain leadership in place continuously: Health Systems Administrator, Doctor/Nurse Practitioner, and Registered Nurses.
- Attach a copy of the Medical Provider’s cost containment plan for medicals as well as pharmaceuticals.
- Attach a sample Emergency plan or proposed Emergency plan.
- Attach a copy of the Medical Provider’s certificate(s) of insurance evidencing policy’s o
- Attach a copy Medical Provider’s litigation history
- Attach Medical Provider’s Contract History

By signing below, the medical contractor acknowledges that the items checked above have been submitted with the RFP.

Name of Company Representative: _____

Position: _____

Exhibit 1

**SAMPLE AGREEMENT
FOR
COMPREHENSIVE INMATE HEALTH SERVICES**

This Agreement for COMPREHENSIVE INMATE HEALTH SERVICES (“Agreement”) is made and entered into this ___ day of _____ by and between The City of Jasper, Alabama (hereinafter the “City and _____ (hereinafter the “Contractor”).

WHEREAS, Bid and the specifications therein are collectively referenced hereinafter as the “Bid, and its terms and conditions are incorporated herein by reference; and

WHEREAS, the services to be performed include, but are not limited to, medical services for inmates within the City of Jasper Jail, located at 1610 Alabama Avenue, Jasper, Alabama.

WHEREAS, Contractor, which submitted the lowest responsible response to the Bid, agrees to provide, and the Awarding Authority desires that it provide, the Services pursuant to the terms and conditions in the Bid and in this Agreement.

WITNESSETH

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Awarding Authority and Contractor agrees as follows:

- 1. Contract Documents/Precedence/Entire Agreement: The documents that compromise the Agreement consist of (i) the Bid, (ii) this Agreement for COMPREHENSIVE INMATE HEALTH SERVICES, and (iii) the response to the Bid submitted by the Contractor on _____, 2025 (the “Proposal Response”, which Response is incorporated by reference). All of these documents collectively may be referenced hereinafter as the “Agreement”.*

In the event of the any conflict in the terms of the contract documents, the order of precedence for resolving that conflict is as follows: (i) terms in this Agreement for COMPREHENSIVE INMATE HEALTH SERVICES, (ii) terms in the Bid, and (iii) terms in the Bid Response

This Agreement sets forth and constitutes the entire understanding between the parties with respect to its subject matter. Any prior agreements, negotiations understandings, or other matters, whether oral or written, that are not made a part of the Agreement have no force or effect. This Agreement may be amended, changed or supplemented only by written agreement executed by all parties.

2. **Engagement:** *The Awarding Authority hereby engages the Contractor, and it agrees to perform the Services, pursuant to the terms and provisions of this agreement. Except as provided in Section 4 below, Contract, at its sole expense, shall furnish all vehicles, labor, materials, tools, and equipment required to perform all Services.*
3. **Term/Early Termination:** *The term of the Agreement shall begin on the first day of the month after both the following occurs: (i) the City of Jasper City Council approves the agreement; and (ii) each party executes below (the "Effective Date"). After the Effective Date, the Agreement thereafter shall continue in effect for thirty-six (36) months (the "Term")*

Notwithstanding this Agreement may be terminated before the expiration of its Term on the occurrence of any of the following:

- (a) **Termination for Cause:** *If any party fails to perform a material obligation under the Agreement, the non-defaulting party may provide the defaulting party notice and request that it cure the deficiency (a "Default") within thirty (30) days following that notice. Further, if Contractor fails to timely cure a Default by it, the Awarding Authority shall have the right to withhold further payments for Services until Contractor cures that breach. If the defaulting party does not cure a Default within the cure period, the non-defaulting party may terminate this Agreement after the expiration of the cure period effectively immediately on provision of a termination notice. The exercise of this right of termination shall not relieve the non-defaulting party of any liability to receive actual, direct damages sustained by virtue of the Default; or*
- (b) **Termination by City Without Cause:** *Effective one (1) month after the Effective Date, the City may terminate this Agreement for its convenience without any penalty to the City by providing all parties written notice of the City's intent to terminate at least thirty (30) days before the intended termination date (a "City Termination-for-Convenience Notice").*
- (c) **Termination by Contractor Without Cause:** *Effective one (1) month after the Effective Date, the Contractor may terminate this Agreement for its convenience without any penalty to the City by providing all parties written notice of the Contractor's intent to terminate at least thirty (30) days before the intended termination date (a "Contractor Termination-for-Convenience Notice").*

Upon the expiration or early termination of this Agreement for any reason, the following understandings apply: (i) the obligations of the parties to each other arising from events occurring before the effective time of termination (including, without limitation, the obligation of the Authority to pay for Services and indemnify obligations of Contractor herein) shall survive termination and remain effective; and (ii) Contractor shall surrender possession of the Shelter to the Awarding Authority as provided in Section 4 below.

4. **Invoices and Payment:** *The total amount to be paid to the Contractor by the City for Services rendered under this Agreement shall not exceed the monthly fee bid by the vendor.*

The City reserves the right to withhold payment for any Services that are not performed in conformance with this Agreement.

5. **Exclusion of Consequential Damages:** *Each party waives and releases from another party from any claim demand or action for consequential, special or indirect damages (including without limitation, incidental, punitive, lost profits, lost business or economic opportunity or cost of cover) if another party commits a Default or otherwise fails to perform its obligations under this agreement, or if a nay party exercises its early termination rights in the Agreement.*
6. **Contractor's insurance:**

- (a) ***For the duration of this Agreement and for limits not less than stated below, the Contractor shall maintain the following insurance:***

Comprehensive General Liability: This insurance shall cover all operations performed by or on behalf of the Contractor, with policy limits of not less than \$2,000,000 combined single limit and aggregate for bodily injury and Property damage, per occurrence. This insurance shall cover liability for damages for personal injury, death, property damage, vandalism, property loss and theft and also shall extend to damage, destruction and injury caused by or resulting from the acts, operations or omissions of the Contractor, and its officers, agent's employees or contractors in performing its services.

Comprehensive Automobile Liability: Insurance covering owned and rented vehicles or operated by the Contractor, with policy limits of not less than \$1,000,000 combined single limit and aggregate per occurrence for bodily injury and property damage.

Worker's Compensation and Employer's Liability: Required

All such insurance shall be provided by a policy or policies issued by a company or companies qualified by law to engage in the insurance business in the State of Alabama with a rating of B+ or better according to the most current edition of the Best's Insurance Reports. The Contractor may use umbrella or excess liability insurance to achieve the required coverage, provided that such umbrella or excess insurance results in the same type of coverage as required for the individual policies. These insurance requirements are in addition to and do not affect indemnification obligation of Contractor herein.

- (b) ***Additional Named Insured: Except for the Workers Compensation coverage, all coverage shall contain endorsements naming the City, and its officers, employees and agents as additional named insured with respect to liabilities that arise out of and result from the operations of Contractor or the performance of its Services. The additional named insured endorsement shall not limit the scope of coverage to the claims against the City resulting from vicarious liability, but shall allow coverage for the City for all Contractor operations and apply to the fullest extent provide by the policies. Such additional insured coverage shall be at least as broad as Additional Insured endorsement from ISO, OG 210.11 85 (or any successor form).***
- (c) ***Policies Primary: All insurance policies required herein are to be primary and non-contributory with any insurance or self-insurance program administered by any Awarding Authority.***
- (d) ***Waiver of Subrogation: Contractor shall require the carriers of the above-required insurance coverage to waive all rights of subrogation against the City and its officers, employees, agents, contractors and subcontractors. Further, Contractor hereby waives any rights of subrogation against the City. All general or automobile liability coverage provided herein shall not prohibit the Company or its employees, agents or representatives from waiving the right of subrogation prior to loss or claim.***
- (e) ***Proof of Coverage: Before the commencement of Services hereunder, the Contractor shall provide the Awarding Authority a certificate(s) of insurance and endorsements (including the additional insured endorsements) evidencing compliance with the requirements in this section. These certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days advance notice to the Awarding Authority. If Awarding Authority is not notified that any of the coverage required herein is to be cancelled or changed in such a manner as not to comply with the requirements of this Agreement, the Contractor shall, within fifteen (15) days prior to the effective date of such cancellation or change, obtain and provide the Awarding Authority with binder(s) of insurance evidencing the re-establishment of the insurance coverage required herein.***

7. ***Audit/Contractor's Retention: Upon reasonable advance notice from the City, Contractor, at its expense, agrees to produce financial and records maintained by it with respect to the transactions***

contemplated under this Agreement and otherwise participate in a periodic audit designed by the City to evaluate whether Contractor I properly accounting or completing financial transactions that are contemplated hereunder. To facilitate any such financial audit, Contractor agrees that, for a period of no less than two (2) years following the termination of this Agreement, it will maintain all accounting, billing or other financial records (including, but not limited to, documents supporting charges to the City that Contractor generates and maintains in connection with its performance of its service hereunder.

8. **Non-Discrimination:** *Contractor and its employees, agents, and any subcontractors shall not discriminate on the basis of race, color, nation origin, or sex in the performance of the Services contemplated hereunder or in its own employment practices. Failure by the Contractor to carry out these requirements is a material breach of its obligations, which may result in its termination or such other remedy as the Awarding Authority deems appropriate.*

9. **Other Representation and Warranties:**

As additional inducement for the Awarding Authority to enter this Agreement, Contractor makes the following additional representations and warranties:

- (a) *That it will perform the Services in a good, workmanlike and expeditious manner;*
- (b) *That, if Contractor conducts business through a corporation , limited liability corporation, or other similar organization,*
- (i) *It is duly organized and existing entity that is authorized to perform business under the laws of the State of Alabama, and has the power to enter into and to perform and observe its agreements and covenants in the Agreement;*
 - (ii) *All actions required to be taken to execute the Agreement, and to perform its covenants, obligations and agreements hereunder, have been duly taken. Those actions may include a resolution duly taken*
 - (iii) *The execution and performance of the Agreement by Contractor do not constitute and will not cause the breach or violation of any contract, lease, franchise, permit or agreement of any nature to which Contractor is a party;*
- (c) *That it has not employed or retained any firm, entity or persons to solicit or secure its selection to enter into this Agreement, and that it has not paid or agreed to pay any fee, commission, percentage, gift or other consideration to any such firm, entity or person that is contingent upon or resulting from the award or making of the Agreement; and*
- (d) *That no part of the public funds to be paid by the City pursuant to this Agreement nor any part of the Services or thing of value whatsoever purchased or acquired by Contractor with said funds shall be paid to or used in any way whatsoever for the personal benefit of any official, member or employee of any federal, state, county, municipal government body whatsoever (or family member of any of those governmental representatives.)*

10. **Miscellaneous Provisions:**

- (a) *Before commencing the Services, Contractor, at its own expense, will obtain all licenses, permits or other governmental authorizations needed to complete the Services, including without limitation, a business license issued by the City (collectively, "Licensing)/ Contractor further agrees to maintain that Licensing throughout the performance of its Services.*
- (b) *Throughout the Term of this Agreement, Contractor agrees to comply with all the laws, regulations and ordinances issued by federal, state, or local authorities that relate to the performance of the Service (collectively, "Laws), including but not limited to , Laws concerning the safety, inspection,*

maintenance, and operation of its vehicles and other equipment used to perform the Services, and any Laws regarding the employment and payment of its employees and representatives (including payment of unemployment compensation and workers compensation).

- (c) Contractor is an independent contractor. As such, the Contractor solely is obligated to pay or withhold FICA taxes, occupational taxes, and all applicable federal, state and local taxes that arises from its operations and the performance of its Services.*

Contractor is not authorized to represent or hold itself out to other as an agent of the City. This Agreement does not create any partnership, joint venture or principal-agent relationship between the Contractor and Awarding Authority. Further, the Awarding Authority does not retain control or authority with respect to the personnel the Contractor engages to perform the Services, and does not retain control over the means and methods in which the Contractor (or any of its employees, representative or subcontractors) perform the Services.

- (d) The Contractor shall not assign this Agreement or any of its rights, obligations or the benefits hereunder to any other party without prior written approval of the Awarding Authority, which approval may be withheld for any reason. In no event will this Agreement be assigned to an unsuccessful bidder who was rejected because it was not a responsible or responsive bidder.*
- (e) The Agreement is made only for the benefit of the Awarding Authority and the Contractor. It is not intended, nor shall it be construed, to grant or bestow any benefit, right or privilege to any third party.*
- (f) This agreement may not be executed in counterparts each of which when executed in counterparts each of which when executed by the parties shall be deemed to be a complete original. An electronic or facsimile copy of the executed contract or counterpart shall be deemed, and shall have the same legal force and effect as an original.*
- (g) Any forbearance or delay on the part of an Awarding Authority in enforcing any of its rights under this Agreement shall not be construed as a waiver of its rights. No terms of this contract shall be waived unless expressly waived in writing. The Contractor must fully and completely comply with all the duties and obligations to be performed by it under this Agreement. Any past forbearance or waiver of any obligations of any other contractors pursuant any similar, previous agreement is not effective or binding and will not excuse performance under this Agreement.*
- (h) If any provision of this contract is held to be invalid, illegal or unenforceable by a court of the competent jurisdiction, the remaining provisions of it shall remain in full force and effect.*
- (i) This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Alabama.*

In Witness Whereof, the parties have hereunto set their hands and seals

CITY OF JASPER, ALABAMA

BY: _____
Mayor

DATE: _____

_____ **CONTRACTOR**

BY: _____

ITS: _____ **(Official Title)**

DATE: _____

APPROVED AS TO FORM BY

CITY ATTORNEY'S OFFICE:

City Attorney / **Date**