

CITY OF FAIRHOPE, AL

**INVITATION REQUEST FOR QUALIFICATIONS (RFQ)**

Proposals will be received by the City of Fairhope of Baldwin County, Alabama, in the City of Fairhope offices, 555 South Section St. Fairhope, Alabama, **until 9:00 A.M. Wednesday, December 13, 2017**, and then publicly opened thereafter, for furnishing professional services required by the City of Fairhope and described as follows:

**RFQ PS005-18 Professional Healthcare Services by Licensed RN for Fairhope Municipal Jail Inmates**

In addition to the description of services in the Scope of Work, the contractor will make available a 24-hr ON-CALL service. Provide healthcare services to inmates of Municipal Jail located at 107 N Section Street, Fairhope, AL 36532.

Questions or comments pertaining to this proposal must be presented in writing, or sent as e-mail to the attention of the Purchasing Manager, P.O. Drawer 429 or 555 South Section St., Fairhope, AL 36532, c/o [deedeeb@cofairhope.com](mailto:deedeeb@cofairhope.com) at least seventy-two (72) hours prior to the proposal opening or may be forever waived.

All proposals may be submitted as 3 copies in hardcopy format, or, by email to Purchasing Manager, c/o [deedeeb@cofairhope.com](mailto:deedeeb@cofairhope.com)

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 Documents in this regard. The City also encourages and supports the utilization of Minority Business Enterprises on this and all public proposals. All proposals must be enclosed in a sealed, opaque envelope, clearly identified on the outside as a "Sealed Proposal" with Item Name, Proposal Number, City of Fairhope's Name and Address and Bidder's Name and Address. Each proposal must be in a separate envelope. Proposals made out in pencil will not be accepted.

Failure to observe the instructions contained herein will constitute grounds for rejection of your proposal. The City reserves the right to accept or reject all proposals or any portion thereof whichever is in the best interest of the City of Fairhope.

The company that is awarded the bid must have Workman's Compensation Insurance on all of its employees if work is done on City premises. General Liability Insurance must be maintained to hold the City harmless in the event of an accident. Awarded Vendor must submit to the City, Proof of Workman's Compensation Insurance if work is done on City premises and General Liability Insurance specifying coverage. See bid packet for details

No proposals will be considered unless the Professional Services firm, 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, including, where applicable, possessing a Certificate of Authorization issued by the State Board of Licensure for the State of Alabama under the CODE OF ALABAMA, Section 34-11, and further, certifies that it has the professional, technical, and administrative personnel with the specific experience and training necessary to provide the services as may be required by the City.

Furthermore, the Professional Services firm will meet all current licensing and certifications necessary to perform the scope of work. In addition, the awarded vendor, 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>. Professional must have a current business license, or purchase a business license with the City of Fairhope prior to work performed.

Purchasing Manager  
Posted: 12-4-17

**REQUEST FOR QUALIFICATIONS (RFQ)  
FOR  
THE CITY OF FAIRHOPE**

**RFQ PS005-18  
PROFESSIONAL HEALTHCARE SERVICES BY LICENSED  
RN FOR FAIRHOPE MUNICIPAL JAIL INMATES**

**MAYOR  
Karin Wilson, Mayor**

**FAIRHOPE CITY COUNCIL  
Jack Burrell, Council President**

**Posted:12- 04-17**

# CITY OF FAIRHOPE REQUEST FOR QUALIFICATIONS (RFQ)

**Relating to: Professional Healthcare Services by Licensed RN for Fairhope Municipal Jail Inmates**

## **Purpose**

The City of Fairhope is soliciting proposals for professional services from Licensed RN, individual professionals and/or consulting firms to include but not be limited to: providing healthcare service to the Fairhope Municipal Jail. The City of Fairhope reserves the right to select more than one Professional Service firm. Attached to the back of this RFQ is a sample, non-exclusive agreement that the successful proposers will be required to execute.

## **Location / Layout**

Fairhope Municipal Jail

## **Description**

Professional healthcare services to inmates, administration of medications with accompanying documentation in medical logbook, and monitor and maintain records while working within the restraints of the requirements of the jail.

## **Background**

Fairhope, Alabama is a city of 18,000 located on the eastern shore of Mobile Bay in Baldwin County, the fastest growing county in Alabama. There are many factors that make Fairhope unique among small Alabama towns, including: city-wide emphasis on beautification and landscaping with awards from several national organizations recognizing Fairhope's excellence in this area; three city-owned and operated utilities (Electric, Gas, and Water/Sewer) which provide services to the citizens and help support funding for City operations; a city-owned and operated municipal golf course; outstanding recreation facilities and sports programs for all ages, and an active arts community which hosts one of the largest arts and crafts fairs in the southeastern United States. Fairhope operates with the Mayor/City Council form of government.

## **Request for Qualifications**

Three (3) copies of the proposal in hardcopy format (or by e-mail: [deedeeb@cofairhope.com](mailto:deedeeb@cofairhope.com)) must be submitted by the deadline. These copies will be provided to the City of Fairhope for review and recommendation to the City of Fairhope City Council. Submit qualifications for the Scope of Work. See Contract: Part Two, Project Scope for detailed Scope of Work. Submit a Fee Schedule (Exhibit A) estimated hours and associated costs in a **separate sealed envelope** clearly marked "FEE SCHEDULE".

## **Format**

Statement of Qualifications should include, but is not limited to, the following:

1. Cover letter and letter of interest (LOI) identifying the projects for which the firm is requesting consideration. List three (3) projects of similar nature to scope of work, include references. It shall be very desirable to highlight any projects the firm has managed relating specifically to developing community action plans.
2. Name of firm, address and telephone number. A primary contact with phone number and email shall also be provided.
3. Names, qualifications, and experience of a principal/owner (contractual authority), a project manager, and any key personnel who would be assigned to a City of Fairhope project. This information should include but not be limited to the following for each individual (a one page limit for each).
  - a. Number and type of similar projects in which each individual has been involved. Include reference contact information.
  - b. Key personnel are defined as registered professional healthcare professionals, heavily experienced technicians, and any other applicable resources related to

projects of this nature.

4. Number and composition of staff that is readily available for City of Fairhope projects, including a table of organization by name to key personnel. Composition of staff should be broken into professional, and technical. Description of the firm's ability to generally respond to the City's project needs.

5. Name of responsible firm member and a Project Manager. It is the City's expectation that this individual will be available to manage any project for which the firm may be selected. The only acceptable reason for this person to not be available for a Fairhope contract is the individual is no longer with the firm. It is the firm's responsibility to advise the City of any changes in this individual's ability to be available for a Fairhope contract

6. A statement detailing the firm's Quality Assurance Program.

7. All necessary information required of the attached City of Fairhope **EXHIBIT B: Qualification Statement Evaluation Form.**

8. Submit RFQs to:

**City of Fairhope  
Purchasing Manager  
P.O. Drawer 429  
555 South Section Street  
Fairhope, Al 36533  
Phone: 251-990-8003  
[deedeb@cofairhope.com](mailto:deedeb@cofairhope.com)**

# **SAMPLE CONTRACT**

**CONTRACT DOCUMENTS AND  
SPECIFICATIONS**

**FOR**

**RFQ PS005-18**

**PROFESSIONAL HEALTHCARE SERVICES by Licensed  
RN for Fairhope Municipal Jail Inmates**

**THE CITY OF FAIRHOPE  
Karin Wilson, Mayor**

**FAIRHOPE CITY COUNCIL  
Jack Burrell, Council President**

**Set No. \_\_\_\_\_**

# CONTRACT

## CITY OF FAIRHOPE, AL

THIS CONTRACT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2017, by and between the **City of Fairhope**, Alabama (hereinafter called "**CITY**") acting by and through its governing body, the **FAIRHOPE CITY COUNCIL**, and \_\_\_\_\_ of \_\_\_\_\_, (hereinafter called the "**HEALTHCARE PROFESSIONAL**") for

**RFQ PS005-18 Professional Healthcare Services by Licensed RN for Fairhope Municipal Jail Inmates**

### WITNESSETH:

That in consideration of the mutual covenants and agreements herein contained, the parties hereto do mutually agree as follows:

**1.0 DEFINITIONS: The following terms shall have the following meanings:**

**COUNTY:** Baldwin County, Alabama  
**CITY:** Fairhope, Alabama  
**PROJECT:** PD001-18 Healthcare Services by Licensed RN for Inmates

### **PART ONE GENERAL CONDITIONS**

1.1 The CITY hereby employs the HEALTHCARE PROFESSIONAL and the HEALTHCARE PROFESSIONAL agrees to perform for the CITY those professional services as hereinafter set forth in connection with the following:

**PROJECT NO.** PD001-18  
**PROJECT NAME** Healthcare Services by Licensed RN for Inmates  
**PROJECT INFORMATION:** Provision of healthcare services to the inmates at the Fairhope Municipal Jail by a licensed R.N.

1.2 The HEALTHCARE PROFESSIONAL will begin work on the professional services outlined herein upon execution of the Contract and shall pursue the work in a timely manner. The term of the agreement shall be from \_\_\_/\_\_\_/\_\_\_ to \_\_\_/\_\_\_/\_\_\_, with the option to extend the Contract for up to TWO (2) additional years if terms and conditions remain the same, and both parties are in written agreement to extending the Contract.

1.3 For the purpose of this Contract, the **HEALTHCARE PROFESSIONAL** represents to the **CITY** that it certifies that it has the professional, technical, and administrative personnel with the specific experience and training necessary to provide the services as may be required by the **CITY**. Furthermore, the **HEALTHCARE PROFESSIONAL** will meet all current licensing and certifications necessary to perform the scope of work.

## **PART TWO SCOPE OF WORK**

The City is seeking an experienced Professional Services firm (or individual) which will provide the Licensed Registered Nurse (R.N.) professional services as required for the health care of inmates housed at the Fairhope Municipal Jail.

### **2.0 The Healthcare Professional will be responsible for:**

2.1 Providing the professional services required to provide healthcare services to inmates housed in the Municipal Jail.

### **2.2 Scope -- General**

#### **2.2.1 Licensed Registered Nurse will:**

- a. Make scheduled visits per Jail Administrators order
- b. Examine inmates with medical complaints in the clinic area
- c. Advise shift supervisor of action required, and make recommendations as to a course of treatment, i.e., make appointment with physician, monitor on bed rest, etc.
- d. Fill out daily nurse's referral form.
- e. Arrange for administration of medications prescribed by physician
- f. Prepare, package and label dosages for inmates on prescribed medication
- g. Verify medical logbook against dosage administration
- h. Consult with Fairhope Municipal Jail's contracted physician as needed
- i. Assist in Annual review of protocols with Fairhope Municipal Jail's medical authority
- j. Maintain confidential medical files in Fairhope Municipal Jail Clinic per American Correctional Association.
- k. Maintain On-call Log detailing time of call, call contact, reason for call and recommended course of action.
- l. Monitor clinic supply inventory

#### **2.2.2 Additional Requested Services**

The contracted medical provider will make available a 24-hour On-Call (telephonic) service to:

- a. Authorize use of medication on premises as prescribed by contracted physician's standing orders.
- b. Consult with shift leader concerning injuries or apparent illness of inmates.
- c. Recommend course of action where needed, i.e., transport to emergency room, schedule doctor's appointment, keep under close observation.

#### **2.2.3 Status of Nursing Staff**

All personnel assigned on behalf of the Fairhope Municipal Jail should be considered employees of the contracted medical provider, and not employees of the City of Fairhope. The contracted medical provider should assume sole and exclusive responsibility for the payment of wages of personnel for services performed by them on behalf of the Fairhope Municipal Jail. The contracted medical provider should, with respect to said personnel, be responsible for the withholding and payment of all applicable federal and state income taxes, unemployment insurance and maintaining worker's compensation coverage in an amount and under such terms as required by the Alabama labor Code.

#### **2.2.4 Insurance (See PART FOUR INDEMNIFICATION AND INSURANCE)**

#### **2.2.5 Qualifications of Nursing Personnel**

Each nurse who is assigned on behalf of the Fairhope Municipal Jail by the contracted medical provider should be qualified for the position to which said nurse is referred. The contracted medical

provider must have on file (and be able to provide proof upon request) all the following documentation, as appropriate, for each employee assigned:

- a. A record of a current valid nurse license for the R.N. issued by the State of Alabama. Each nurse shall carry his/her license and shall present said license to Fairhope Municipal Jail's administration, if requested.
- b. A copy of current CPR and/or ACLS certification for all personnel
- c. Background check and Health Screening Documentation.
- d. Other information as requested by Jail Administrator.

#### **2.2.6 Request for Services**

The Jail Administrator shall provide a general schedule showing projected needs (classification and times). Scheduling, based on said needs, will be the responsibility of the contracted medical provider. Both the Jail Administrator and the contracted medical provider should understand that the schedule is to be used as a guide, and that needs may vary in the future.

#### **2.2.7 Right to Dismiss**

If, in the professional judgment of the Jail Administrator, a nurse referred by the contracted medical provider is unfit for the assignment for any reason, the Jail Administrator may require the nurse to leave the premises and shall inform the contracted medical provider of the action immediately. The Fairhope Municipal Jail will have no further obligation with respect to such nurse's assignment.

#### **2.2.8 Municipal Jail Rules and Regulations**

While providing patient care services for The Fairhope Municipal Jail, nurses shall comply with all provisions of the licensing law under which she/he is licensed; with regulation promulgated there under; and with nursing policies adopted by the Fairhope Municipal Jail and the contracted medical provider to protect the health and welfare of patients. Except where mentioned herein, it shall be the responsibility of the Fairhope Municipal Jail to orient or acquaint the contracted medical provider with policies as may be necessary to perform its duties.

#### **2.2.9 Compensation**

It is recommended that the contracted medical provider invoice the City for its services, on a schedule (weekly, monthly, etc.) as approved by the Mayor and City Council.

#### **2.2.10 Orientation**

The administrative staff of the contracted medical provider should develop a proper orientation program for its nurses to understand and abide by the Fairhope Municipal Jail's policies and procedures. Such program will be developed with the guidance and support of the Jail Administrator and/or appointed designees.

#### **2.3 Completion Time Frame**

The project shall be completed in a reasonable time frame to be established by the City and the Healthcare professional at the time of entry into the Contract. The time frame shall be contingent upon the scope of work required by the Healthcare professional in relation to the services requested by the City as outlined in the Request for Qualifications.

**PART THREE  
PAYMENT**

- 3.0. The **CITY** agrees to pay the **HEALTHCARE PROFESSIONAL** as compensation for such professional services in accordance with the rates as indicated on Exhibit "A" FEE SCHEDULE, attached to this document, an amount not-to-exceed \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_ ).
- 3.1. All other expenses actually and necessarily incurred such as, but not limited to, telephone calls, extra reproductions of prints or photographs of drawings, specifications and other documents required for the proper execution of the extra services so required by the **CITY** shall be paid for at cost. These payments shall be due and payable from time to time as the services are performed, or as the expenses are incurred, and will be inclusive in any approved "not to exceed" amount.
- 3.2. If this **PROJECT** is suspended or abandoned by the **CITY** for good cause other than under the provisions of Paragraph 3.3 hereunder, or for cause beyond the reasonable control of the **CITY**, then the **CITY** shall pay the **HEALTHCARE PROFESSIONAL** for the services theretofore rendered on the **PROJECT**, such payment to be based as far as possible on the fee as established in this agreement, and the portion of the **HEALTHCARE PROFESSIONAL'S** services which were completed before the **PROJECT** was suspended or abandoned.
- 3.3. In the event of failure by the **HEALTHCARE PROFESSIONAL** to perform any and/or all of the **HEALTHCARE PROFESSIONAL** obligations in a prompt and efficient manner satisfactory to the **CITY**, the **CITY** will have the right to summarily terminate this agreement by giving the **HEALTHCARE PROFESSIONAL** written notice of such termination, after which the **CITY** may employ **HEALTHCARE PROFESSIONAL** services of its choice to complete the **PROJECT** and the **HEALTHCARE PROFESSIONAL** will reimburse the **CITY** any additional costs which may result for such termination and employment of other **HEALTHCARE PROFESSIONAL** services. Failure by the **HEALTHCARE PROFESSIONAL** to furnish the required services, or to perform any other specific duty required by this contract shall constitute cause for termination by the **CITY** under this provision. Failure by the **CITY** to exercise this right to so terminate this agreement for any such default by the **HEALTHCARE PROFESSIONAL** shall not constitute a waiver by the **CITY** of its right to so terminate this Contract for any subsequent default.

**PART FOUR  
INDEMNIFICATION AND INSURANCE**

- 4.0 The **HEALTHCARE PROFESSIONAL** shall be responsible for all damage to life and property due to activities of the **HEALTHCARE PROFESSIONAL** and the sub-contractors, agents or employees of **HEALTHCARE PROFESSIONAL** in connection with their service under this CONTRACT. The **HEALTHCARE PROFESSIONAL** specifically agrees that the subcontractors, agents, or employees of **HEALTHCARE PROFESSIONAL** shall possess the experience, knowledge and character necessary to qualify them individually for the particular duties they perform. Further, it is understood and agreed by **HEALTHCARE PROFESSIONAL** to the fullest extent permitted by law, the **HEALTHCARE PROFESSIONAL** shall defend, indemnify and hold harmless the **CITY**, and its agents and employees from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by the negligent acts or omissions of the **HEALTHCARE PROFESSIONAL** or anyone directly or indirectly employed by **HEALTHCARE PROFESSIONAL** or anyone for whose acts **HEALTHCARE PROFESSIONAL** may be liable. Such indemnity shall not be limited by reason of any insurance coverage provided.
- 4.1 The **HEALTHCARE PROFESSIONAL**, at its sole expense, shall obtain and maintain in force the following insurance to protect the **HEALTHCARE PROFESSIONAL** and the **CITY** for all acts performed pursuant to this agreement. The limits and coverage specified are the minimum to be

maintained and are not intended to represent the correct insurance needed to fully protect the **HEALTHCARE PROFESSIONAL**.

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

4.3 All insurance will be provided by insurers licensed to conduct business in the State of Alabama and 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.

**(a) Worker's Compensation and Employers Liability**

Part One: Statutory Benefits as required by the State of Alabama  
Part Two: Employers Liability \$1,000,000 Each Accident  
\$1,000,000 Each Employee  
\$1,000,000 Policy Limit

**(b) Commercial General Liability**

Coverage on an Occurrence Form with a combined single limit (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
- Broad Form Property Damage

**4.4 The HEALTHCARE PROFESSIONAL shall name the CITY, its employees and agents as ADDITIONAL INSURED in all applicable categories.**

**4.5 LIABILITY INSURANCE AS REQUIRED BY THIS CONTRACT TO PROVIDE CROSS-LIABILITY COVERAGE:**

**(c) Automobile Liability**

Covering all Owned, Non-Owned, and Hired vehicles with a combined single limit (bodily injury and property damage combined) of \$1,000,000 each accident. The policy shall name the **CITY** as an Additional Insured.

**(d) Professional Liability (Errors & Omissions)**

Coverage shall be maintained during project duration and for two (2) years after completion and acceptance by the **CITY**.

Limits of Liability

Each Claim	\$1,000,000
Aggregate	\$1,000,000

**4.6 Certificate 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 thirty (30) days written notice of cancellation to the **CITY**. The project number on which the **HEALTHCARE PROFESSIONAL** is working must be included in the description section of the certificate.

## **PART FIVE REVIEWS AND SUBMITTALS**

- 5.0 The **CITY** will review all submittals made during the contract period. The purpose and scope of this review will be limited to determination of the work for the sole purpose of approving intermediate payments to the **HEALTHCARE PROFESSIONAL** and to otherwise determine contract compliance for the purpose of approving fee requests and determining the **PROJECT** costs. The **CITY** is relying on the skill, care, experience, diligence and professional expertise of the **HEALTHCARE PROFESSIONAL** to perform the required work with the degree of care and skill ordinarily used by members of the **HEALTHCARE PROFESSIONAL** profession in this locality. It is not the intent nor is it the responsibility of the **CITY** to exercise independent judgment or to verify the calculations, assumptions, and methods by the **HEALTHCARE PROFESSIONAL**.

## **PART SIX MISCELLANEOUS**

- 6.0. This Contract shall be effective on the date of its execution, or a start date specified within the document.
- 6.1. The following portions of the City of Fairhope **STANDARD TERMS AND CONDITIONS** (see PART SEVEN) are hereby made a part of this Contract as if said terms are fully set out herein:
- (1) Acceptance of Agreement, (5) Applicable Law, (6) Assignment, (13) Business License, (14) Cancellation of Contract, (23) Force Majeure, (28) Insurance, (36) Non-Discrimination, (37) Non Exclusive, (38) Notification and Accident Reports, (50) Right to Audit, (58) Termination for Convenience, (59) Termination for Default, (60) Termination for Non-Appropriation, (65) Immigration Law.
- 6.2. The **CITY** and the **HEALTHCARE PROFESSIONAL** each binds itself, its successors and assigns, to all covenants of this agreement. Except as above, neither the **CITY** nor the **HEALTHCARE PROFESSIONAL** shall assign, sublet or transfer his or its interest in this agreement without the written consent of the other party hereto and concurrence therein.

## **PART SEVEN STANDARD TERMS AND CONDITIONS CITY OF FAIRHOPE, ALABAMA**

one or more parties.

### **1. ACCEPTANCE OF AGREEMENT**

This Agreement contains all terms and conditions agreed upon by the Owner and Healthcare professional. 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 Healthcare professional 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 Healthcare professional. 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

### **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.

### **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.

### **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, Subcontractors, 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.

### **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.

### **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.

### **50. RIGHT TO AUDIT**

The Healthcare professional shall maintain documentation of all work performed. The Healthcare professional 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 the expiration of the Contract/ Agreement / Purchase Order.

### **8. 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.

**65. IMMIGRATION LAW**

The Healthcare professional 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.

## PART EIGHT

### ALABAMA IMMIGRATION ACT CONTRACT REQUIREMENTS

#### 8.1 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.

#### 8.2 Definitions

**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, and any business entity that is operating unlawfully without a business license.

**HEALTHCARE PROFESSIONAL (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, subcontractor, 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)

### 8.3 **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.

### 8.4 **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.

### 8.5 **Contracts Involving Subcontracting**

Any subcontractor 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 subcontractor 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 subcontractors performing work on a project subject to the provisions of this section and not to collateral persons or business entities hired by the subcontractor.

### 8.6 **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.



City, State, Zip code \_\_\_\_\_ e-mail \_\_\_\_\_

Professional License \_\_\_\_\_

Alabama Foreign Corporation Entity ID \_\_\_\_\_

(Required of Out of State vendors)

**NOTARY FOR INDIVIDUAL**

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

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

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

\_\_\_\_\_ As \_\_\_\_\_

**PRINT** name of Bid signer

Title

of \_\_\_\_\_

PRINT Company name

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 they executed the same voluntarily on the day the same bears date.

Given under my hand and Notary Seal on this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

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

My Commission Expires \_\_\_\_/\_\_\_\_/\_\_\_\_

**If Corporation or LLC**

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

Company Representative \_\_\_\_\_

(PRINT Name Representative Authorized to sign Bids and Contracts for the firm)

Company Representative \_\_\_\_\_

(SIGNATURE of Representative Authorized to sign Bids and Contracts for the firm)

(Address) \_\_\_\_\_

(Address) \_\_\_\_\_

Phone No: ( ) \_\_\_\_\_ Fax ( ) \_\_\_\_\_

E-Mail \_\_\_\_\_

Professional License (if Applicable) \_\_\_\_\_

**NOTARY FOR CORPORATE PROFESSIONAL HEALTHCARE PROFESSIONAL**

State of \_\_\_\_\_ }

County of \_\_\_\_\_ }

I, \_\_\_\_\_, a Notary Public in and for the said State and County, hereby certify that \_\_\_\_\_ whose name as \_\_\_\_\_ of \_\_\_\_\_ is signed to the foregoing conveyance and who is Known to me, acknowledged before me on this day, that being informed of the contents of the document he executed the same voluntarily on the day the same bears date.

Given under my hand and Notary Seal on this \_\_\_\_ day of \_\_\_\_\_, 2017.

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

My Commission Expires \_\_\_\_\_

**END OF SAMPLE CONTRACT**

**EXHIBIT "A"**  
**FEE SCHEDULE**

## Exhibit B (sample)

### Qualification Statement Evaluation Form

#### RFQ PS005-18 Professional Healthcare Services by Licensed R.N. for Fairhope Municipal Jail Inmates

**PROPOSAL EVALUATION**

**PROFESSIONAL SERVICE PROVIDER** \_\_\_\_\_

**PROJECT** \_\_\_\_\_

**EVALUATOR** \_\_\_\_\_

**DATE** \_\_\_\_\_

CATEGORY	CRITERIA	RATING	X WEIGHT=SCORE
<b>TECHNICAL APPROACH</b>	Understanding of Project and basic scope of services	___ 5 ___	
	Additions or deletions to the basic scope of services	___ 3 ___	
	Understanding of unique conditions of the Project	___ 3 ___	
	Technical approach to the Project	___ 4 ___	
	Project Schedule	___ 3 ___	
	Key equipment or Resources that assists in performance of work	___ 2 ___	
<b>PROJECT TEAM</b>	Healthcare professional's and Sub-Healthcare professional's Experience on similar Projects	___ 5 ___	
	Working relationship with Project Team (Healthcare professional Sub-healthcare professionals)	___ 3 ___	
	Project Manager's Experience on similar Projects	___ 4 ___	
	Key Task Manager's Experience on Similar Projects	___ 5 ___	
<b>PAST PERFORMANCE</b>	Location of Key Staff Members (Healthcare professional and Sub-Healthcare professionals)	___ 4 ___	
	Quality of Healthcare professional's/Sub-Healthcare professional's past work (similar size and/or scope)	___ 5 ___	
	Healthcare professional's/Sub-Healthcare professional's ability to meet ProjectSchedule	___ 4 ___	
	Project Manager's ability to coordinate Project	___ 4 ___	
	Healthcare professional's/Sub-healthcare professional's Success in controlling Project costs	___ 5 ___	
	Healthcare professional's/Project Manager's ability to Communicate Effectively with agency	___ 5 ___	
<b>TOTAL POINTS (OF POSSIBLE 320)</b>		_____	

Rating: 1-poor, 2-fair, 3-good, 4-excellent, 5-superior

Weighting Factors (1-5) can be adjusted for each Contract according to the need and priorities of the City of Fairhope

## INVITATION SUMMARY

RFQ PS005-18

### Professional Healthcare Services by Licensed RN for Fairhope Municipal Jail

<b>Request for Qualifications</b>	<b>PS005-18 Professional Healthcare Services by Licensed RN for Fairhope Municipal Jail</b>
<b>Issue Date:</b>	<b>12-04-17</b>
<b>Certificate of Insurance Requirements:</b>	<b>See Standard Terms and Conditions</b>
<b>RFQ Closing Date:</b>	<b>12-13-17 Wednesday 9:00 am</b>
<b>City Internet Site:</b>	<b><a href="http://www.fairhopeal.gov">www.fairhopeal.gov</a></b>
<b>RFQ copies to submit:</b>	<b>hardcopy format</b>
<b>Purchasing Department Contact:</b>	<b>Purchasing Manager c/o <a href="mailto:deedeeb@cofairhope.com">deedeeb@cofairhope.com</a></b>

END OF INVITATION SUMMARY

# HEALTHCARE PROFESSIONAL INFORMATION

Please print this section and turn in with your bid response

## RFQ PS005-18 Professional Healthcare Services by Licensed R.N. for Fairhope Municipal Jail Inmates

### Business Organization

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

Doing-Business-As Name of Bidder:

Principal Office Address:

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

E-mail address \_\_\_\_\_

Website: \_\_\_\_\_

### 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 partnership is: General \_\_\_\_\_  
Limited \_\_\_\_\_

### Joint Venture Statement

If a Joint Venture, answer the following:

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

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

JV Agreement recorded? Yes \_\_\_\_\_  
No \_\_\_\_\_

Contact \_\_\_\_\_ Email \_\_\_\_\_

Contact phone: \_\_\_\_\_

**END OF INFORMATION SECTION**