

BOARD OF COUNTY COMMISSIONERS, BUTLER COUNTY, OHIO
315 High St., 6th Floor, Hamilton, OH 45011

REQUEST FOR PROPOSALS

R.C. §§ 307.86(M) & 307.862

Pursuant to R.C. § 307.86(M), the Board of County Commissioners, Butler County, Ohio (the “County”), as the County contracting authority for the Butler County Sheriff’s Office, has determined that the use of competitive sealed proposals would be advantageous to the County for the acquisition of the goods or services described in this Request for Proposals (the “RFP”). Therefore, pursuant to R.C. § 307.862, the County hereby solicits sealed competitive proposals as described in this RFP.

A. Submission of Proposal:

1. *Deadline for Submission of Proposals:* June 23, 2020 at 4:00 p.m. Proposals received prior to the deadline will be held and not be opened until the deadline.
2. *Proposals to be Delivered to:* Butler County Sheriff’s Office, Attn: Debra Maloney, 705 Hanover Street, Hamilton, OH 45011

B. Description of Project:

1. *Project Name:* Inmate Phone Service, Visitation Communication System and Inmate Communications Clerk for the Butler County Sheriff’s Office
2. *Contract No.:* 2020-001
3. *USER:* The contract to which this RFP relates is intended to be awarded by the County for the use of the Butler County Sheriff’s Office (the “Sheriff’s Office”)
4. *County Contact Person:* Debra Maloney, Assistant Finance Director, Butler County Sheriff’s Office, 705 Hanover Street, Hamilton, OH 45011, dmaloney@butlersheriff.org or Lieutenant Nick Fisher, nfisher@butlersheriff.org.
5. *Brief Description of Project:* USER desires to acquire and implement a system for:
 - a. A quality inmate phone service at the Butler County Correctional Facility. The inmate phone service must operate efficiently and meet specific security requirements.
 - b. An inmate visitation communication system.
 - c. An Inmate Communications Clerk – assigned to collecting/transferring inmate mail
 - d. Inmate Mail Copying Services
 - e. Inmate Mail Scanner – equipment used to scan inmate mail for contraband

The Butler County Correctional Facility has three locations. Resolutions and Court Street operate based on inmate population and either location can be opened or closed based on current needs. The inmate population fluctuates on a regular basis therefore, applicable bids should be written on a sliding scale basis for different inmate population levels.

- i Main Jail on Hanover Street:
 - (a) Eleven (11) housing units including Intake
 - (b) Average housing unit holds 96 inmates
 - (c) Total facility population = 848 inmates

- ii Resolutions on Second Street:
 - (a) Four (4) housing units
 - (b) Average housing unit holds 40 inmates
 - (c) Total facility population = 162 inmates
 - iii Court Street Facility:
 - (a) Two (2) housing units
 - (b) Average floor holds 95 inmates
 - (c) Total facility population = 180 inmates
- 6. *Potential Partial or Multiple Party Awards:* County reserves the right to award upon recommendation of the Sheriff's Office one or more contracts to one or more Vendors for designated portions of the project.
 - a. In the event that County elects to award multiple contracts concerning the project, the Sheriff's Office or its designee shall assume responsibility for coordination of the multiple contracts unless County expressly designates that the recipient of one of the awarded contracts shall be responsible to coordinate the multiple contracts.
- 7. *Intended Contract Duration:* County is seeking Bidders willing to enter into a two-year contract, with a one-year renewal option at the County's discretion.
- 8. *Implementation Deadline:* To be determined based on the Project.

C. **The Request for Proposals:**

- 1. A list of specifications for this project is contained in the Exhibit A attached hereto.
- 2. A list of the documents, if any, which County incorporates by reference into this RFP is contained in the Exhibit B attached hereto.
- 3. A full copy of this RFP, together with all documents incorporated by reference into the RFP, is available to the public and may be obtained by either:
 - a. Download from the County's website at www.butlercountycommissioners.org or www.butlersheriff.org – Bid Opportunities.
 - b. A written request directed to the County's Contact Person as designated in this RFP.
- 4. County reserves the right to issue one or more addendums modifying the requirements or terms of this RFP.
 - a. A copy of each addendum will be:
 - i posted on the County and Sheriff's website; and
 - ii provided via e-mail to each person/entity who has provided the County's Contact Person listed in this RFP in writing:
 - (a) notice that the person/entity is considering submitting a proposal; and
 - (b) the person/entity's company name, contact person's name, company address, telephone number, e-mail address, and fax number.

- D. **Prohibited Contacts:** To protect the integrity and fairness of the proposal process, unauthorized communications and other behavior by any prospective Vendor that violates or attempts to manipulate the RFP process in any way may result in the rejection of the offender's proposal.
1. Except as expressly authorized herein, neither a person/entity interested in submitting a proposal, an Vendor, nor their authorized representatives are permitted to communicate with Individuals Associated with this Project during the proposal process.
 2. Authorized communications are as follows:
 - a. Prior to the date set herein for the receipt of proposals, persons or entities interested in submitting a proposal may submit written questions requesting clarification of information provided in this RFP. All such questions shall be submitted by email to the County Contact Person designated in this RFP.
 - b. Communications in connection with negotiations between the County and the Vendor who submits the proposal that County determines is the most advantageous to the County based on the rankings performed by County.
 3. As used in this RFP, the term "Individuals Associated with this Project" is defined as:
 - a. County's elected officials;
 - b. The County Contact Person designated in this RFP; and
 - c. County employees (including but not limited to the designated Sheriff's staff) involved with development, management, and administration of this RFP and/or the process of evaluating proposals submitted in response to this RFP.
- E. **Form of Proposals:** Each proposal submitted in response to this RFP shall:
1. Be submitted in writing and be responsive to the requests for information requested in this RFP.
 - a. The submittal shall contain an original and one (1) copy of the proposal.
 - b. The proposal shall contain the signature of a person who is duly authorized to submit the proposal on behalf of the Vendor.
 - c. The proposal shall contain the content and be organized in the format specified by County in the Exhibit B (including Attachments) attached to this RFP.
 - i Each page of the proposal must be numbered sequentially at the bottom of the page and shall be divided into the categories described in Exhibit B.
 - ii All narrative information must contain a heading which clearly indicates the subject matter of the narrative.
 - d. The proposal must be consistent with applicable federal regulations, State of Ohio policies, and County policies and procedures.
 2. Contain the full legal name and mailing address of the principal place of business of the person/entity submitting a proposal (the "Vendor").
 - a. If the Vendor is a sole proprietor, the Vendor shall identify any trade name or fictitious name under which the Vendor conducts his/her business.
 - b. If the Vendor is a corporation, limited liability company, limited partnership, limited liability partnership, or other form of business entity, the Vendor shall identify its form of

- business entity, any trade name or fictitious name under which the Vendor conducts its business, and whether the Vendor is licensed to do business in the State of Ohio.
3. Identify the name, postal mailing address, telephone number, and email address of the person(s) who is/are:
 - a. Responsible for preparation and submission of the proposal;
 - b. Authorized to respond to County's questions or requests for additional information related to evaluation of the proposal;
 - c. Conduct negotiations on behalf of the Vendor; and
 - d. Authorized to sign contract documents on behalf of the Vendor.
 4. Fully respond to questions and requests for information set forth in this RFP. The required information may include, but not necessarily be limited to:
 - a. A description of the Vendor's business information including duration of business activity;
 - b. Vendor's experience with like or similar projects;
 - c. References from Vendor's representative clients/customers;
 - d. Vendor's key personnel who will be involved in the project; and
 - e. Disclosure of litigation or known claims pending or asserted against Vendor.
 5. Disclose the name, address, phone number, other contact information, and scope of provided services/goods for each manufacturer, seller, subcontractor, and consultant who will assist the Vendor with the performance of the functions and duties in connection with the project.
 6. Fully complete the Attachments attached to this RFP.
 7. If County has described supplies, services, or both that may be subject to a partial award or multiple awards, each proposal must specify:
 - a. Which portion(s) of those supplies, services, or both the Vendor is proposing to provide; and
 - b. If the Vendor is proposing any differential pricing model based upon the scope of the contract which might be awarded to the Vendor, including but not necessarily limited to:
 - i. A premium in the event that less than the entire, or a specified portion, of the project scope would be awarded to the Vendor; or
 - ii. A discount in the event that the entire, or a specified portion, of the project scope would be awarded to the Vendor.
 8. If a proposal contains any information which the Vendor believes is a trade secret or is otherwise entitled to protection as proprietary information, the Vendor has the sole responsibility to clearly identify and delineate the protected information and to otherwise take reasonable measures necessary to protect against the unauthorized disclosure of the protected information.

F. **Units of Measurement:**

1. All price or cost information contained in each proposal shall be stated in US dollars.

2. Unless otherwise expressly specified in the RFP, all quantities described in the RFP and each proposal shall be stated in English units of measurement (*i.e.*; metric units of measure shall not be used).
3. Unless otherwise expressly stated in this RFP, all time periods described in this RFP are expressed in terms of calendar days.

G. Proposal and Performance Security:

1. Within ten (10) days of County's award of a contract for the Project and prior to execution of any such contract, the successful Vendor shall submit a Performance and Payment Bond conditioned on the Vendor's faithful performance of all things to be done under the contract; the Bond shall be in the amount of \$25,000 and shall be in the form included as an attachment to this RFP (Exhibit C).

H. Proposal Evaluation Process:

1. Each proposal received by the proposal submission deadline as stated in this RFP shall be promptly opened by County and reviewed to determine whether the proposal complies with the requirements prescribed by the RFP and by Ohio law.
 - a. County shall open all timely submitted proposals in a manner that prevents the disclosure of contents of competing proposals to competing Vendors.
 - b. Proposals and any documents or other records related to a subsequent negotiation for a final contract that would otherwise be available for public inspection and copying under section 149.43 of the Ohio Revised Code shall not be available until after the award of the contract.
 - c. Any proposal which County determines fails in any material respect to comply with requirements prescribed by the RFP and by Ohio law shall be rejected and returned to the Vendor without further proceedings.
2. Each proposal which County determines substantially complies with requirements prescribed by the RFP and by Ohio law will be evaluated and ranked by County staff using the factors and criteria developed by the Sheriff's Office which are listed in the Exhibit A attached to this RFP.
 - a. County may initiate and conduct discussions with Vendors for the purpose of ensuring full understanding of, and responsiveness to, the requirements specified in this RFP, and accord fair and equal treatment with respect to any opportunity for discussion with Vendors to provide any clarification, correction, or revision of proposals.
 - b. If County determines that discussions with one or more Vendors are necessary, those discussions will be conducted in such a manner as County determines necessary to avoid disclosing any information derived from proposals submitted by competing Vendors during those discussions.

I. Rejection of Proposals: County reserves the right to reject, in whole or in part, any proposal which County determines:

1. Contains material exception(s) by the Vendor to the terms and conditions of this RFP;
2. Fails to meet the terms and conditions of the request for proposals, including but not limited to, the standards, specifications, and requirements specified in this RFP;

3. Submits prices that County considers to be excessive, compared to existing market conditions, or determines exceed County's available funds; or
4. Would not be in the best interest of the County based upon the factors and criteria described in Exhibit A.

J. Negotiations:

1. After completion of the evaluation and ranking process described in this RFP, County will negotiate with the one Vendor who submitted the proposal that County determines to be the most advantageous to the County based on the rankings, including any adjustment to those rankings based on discussions described above.
2. County reserves the right to require that the Vendor provide demonstrations or samples as a part of the negotiations.
3. All of the Vendor's activities in connection with the making of a proposal and conducting negotiations with County shall be at the Vendor's sole cost and expense.
4. *Termination of Negotiations*
 - a. A Vendor engaged in negotiations with County may terminate the negotiations by providing the County with written notice of the Vendor's withdrawal of the Vendor's proposal at any time prior to the County's award of a contract.
 - b. County may terminate negotiations with an Vendor at any time during the negotiation process by providing the Vendor with written notice of the Vendor's failure to provide the necessary information for negotiations in a timely manner or the Vendor's failure to negotiate in good faith, including but not limited to the Vendor's refusal to accept the contents of this RFP and the commitments contained in the Vendor's proposal.
 - i. County's written notice shall provide the Vendor with commercially reasonable notice as to the reasons why the Sheriff's Office has decided to terminate the negotiation process.
 - ii. Unless within 5 business days of the written notice the Vendor cures the deficiencies described by County in its written notice, the negotiation process between County and the Vendor shall be terminated.
5. If either the Vendor or County terminates the negotiation process, County may commence negotiations with the Vendor whose proposal is ranked the next most advantageous to the County according to the evaluation factors and criteria described in this RFP.

K. Contract Award:

1. Following the evaluation and ranking of the proposals submitted in response to this RFP and the negotiations described herein, County may award a contract to the Vendor whose proposal is determined to be the most advantageous to County.
 - a. To the extent described in this RFP, County may award a contract in whole or in part to one or more Vendors.
 - b. The Sheriff's Office shall send a written notice to the Vendor to whom County wishes to award the contract and shall make that notice available to the public.

- c. The Contract Documents upon which the contract award and any executed agreement are based shall include the final executed agreement between the County and the Vendor, this RFP (including any addenda issued by the County), and the Vendor's proposal. In the case of any conflict between the terms of any of the Contract Documents, the following order of precedence shall prevail:
 - i The executed agreement, including any exhibits or attachments thereto;
 - ii This RFP; and
 - iii The Vendor's proposal.
 - d. The contract award will not be final until the County and the successful Vendor have executed a mutually satisfactory contractual agreement.
 - e. No contract performance may begin prior to the execution of a contractual agreement between the successful Vendor and County.
 - f. Butler County reserves the right to cancel an award immediately if new state or federal regulations or policy makes it necessary to change the service purpose or content substantially or to prohibit such service.
2. Within a reasonable time period after the award is made, County shall notify all other Vendors that the contract has been awarded to another Vendor.

L. **Cancellation of the RFP:** County may cancel or reissue this RFP if any of the following apply:

- 1. The supplies or services offered through all of the proposals submitted in response to this RFP are not in compliance with the requirements, specifications, and terms and conditions set forth in this RFP;
- 2. The prices submitted by the Vendors are excessive compared to existing market conditions or exceed the County's available funds; or
- 3. County determines that award of a contract would not be in the best interest of the County.

M. **Other Information:**

- 1. *Warranties.* Vendor must warrant that all services and goods provided by Vendor in connection with the project comply with the terms of the Contract Documents and will be free from defects for one year after County's acceptance thereof. Vendor shall also assign to the County all manufacturer's warranties applicable to goods provided by Vendor in connection with the project.
- 2. *Non-solicitation.* During the term of the agreement arising from this RFP and for one-year thereafter, Vendor shall not employ nor solicit for employment any current employee of the County unless such employee was terminated by County without just cause.
- 3. *Proprietary or Non-public Information.* Vendor shall maintain the confidentiality of any proprietary or otherwise non-public records and information contained in such records which is disclosed to Vendor in connection with the negotiations described herein or the Vendor's performance of an agreement resulting from those negotiations.
- 4. *Compliance with Laws.* The performance by Vendor and its employees pursuant to the Contract Documents shall comply with all federal, state, and local laws, regulations, and policies/procedures.
- 5. *Nondiscrimination.*

- a. In the hiring of employees for the performance of work under the contract or any subcontract awarded in response to this RFP, no contractor or subcontractor, by reason of race, color, religion, sex, age, disability or military status as defined in section 4112.01 of the Ohio Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the contract relates.
 - b. No contractor, subcontractor, or person acting on behalf of any contractor or subcontractor performing work under the contract or any subcontract awarded in response to this RFP, in any manner, shall discriminate against, intimidate, or retaliate against any employee hired for the performance of work under the contract on account of race, color, religion, sex, age, disability or military status as defined in section 4112.01 of the Ohio Revised Code, national origin, or ancestry.
 - c. Each contractor, subcontractor, or person acting on behalf of any contractor or subcontractor performing work under the contract or any subcontract awarded in response to this RFP shall have a written affirmative action program for the employment and effective utilization of economically disadvantaged persons, as referred to in division (E)(1) of section 122.71 of the Ohio Revised Code. Annually, each such contractor shall file a description of the affirmative action program and a progress report on its implementation with the equal employment opportunity office of the Ohio Department of Administrative Services.
6. *Record Keeping Requirements.* Each contractor, subcontractor, or person acting on behalf of any contractor or subcontractor performing work under the contract or any subcontract awarded in response to this RFP shall maintain financial records consistent with Generally Accepted Accounting Principles (GAAP) during the period covered by the contract. Each such contractor or subcontractor shall provide the County, or their designated representative, access and the right to examine any books, documents, papers, or records related to performance of work under the contract or any subcontract awarded in response to this RFP.

Exhibit "A"

Specifications for Project

1. Inmate Telephone System Specifications:

- Must provide quality phone service for inmates, seven days a week, three hundred and sixty-five days a year with collect and debit card calling features. Provide free calls as outlined by the Sheriff or his designee.
- Must have international rate capabilities.
- Details related to commission of sales must be included in bid.
- Inmates must be able to purchase phone cards through the Sheriff's Office commissary.
- Friends and family must be able to purchase phone minutes via a Kiosk located in the main lobby of the Correctional Facility.
- Must have internet and telephone services for friends and family to purchase phone minutes with a credit card.
- The Vendor will be responsible for collecting the cash from the kiosk.
- Monthly statements and reports must be available on all transactions.
- Must be able to produce a record of recorded and non-recorded telephone calls.
- Must be able to record, retrieve, and listen to telephone calls.
- Vendor must comply with FCC standard rules pertaining to inmate telephone calls.
- Vendor must comply with local, state and federal mandates in relation to telephone calls made to attorneys, consulates and courts. These calls will be free of charge to the County and inmates.
- The Vendor must provide interface to the Sheriff's Office jail management system (Central Square/Tri-Tech) for all units that utilize the system at no cost to BCSO.
- Provide information on investigative software or voice recognition capabilities that are available.
- Vendor will provide monthly, complementary calling cards that permit local and long distance calling within the United States. The number of complementary calling cards will be allocated monthly and will be based upon the average number of bookings per month.

The complementary calling cards may be adjusted depending upon the Jail's needs and agreed upon between the Vendor and BCSO.

- Additional options will be considered (i.e.), however, are not a required part of the bid.
2. **Inmate Video Visitation System Specifications:** This system will be used by inmates and visitors to communicate via a video system on visitation days.
- Must have off-site communication (i.e. court hearings & attorney consultations) capabilities.
 - The Vendor must provide interface with Sheriff's Office jail management system (Central Square/Tri-Tech) for all units that utilize the system.
 - Approximately 150 – 200 inmate visitation booths will need to be equipped.
 - The system must be capable of monitoring, recording, viewing and retrieving recorded visits.
 - Must have 3 to 5 workstations of connectivity for Sheriff's Office personnel to manage the units for both the visitor and the inmate.
 - Must be able to set and limit the length and frequency of each visit and have visit override capabilities.
 - Ability to actively monitor the visit (not legal/attorney visits).
 - Provide a secure connection for legal/attorney visits.
 - Inmate monitors must have the ability to view messages from administration and have law library capabilities (electronic format). Please provide an example.
 - Additional options will be considered, however, are not a required part of the bid.
3. **Inmate Communications Clerk:** Vendor must provide an Inmate Communications Clerk who will be the liaison with between BCSO staff and inmates and the telephone and visitation systems.
- Work schedule will be 8 hours per day, Monday – Friday. Clerk will be required to be on site at 705 Hanover Street.
 - Must be able to successfully pass the BCSO background check
 - Clerk must follow the employee policy and procedures established by the Butler County Sheriff's Office. The BCSO administrative staff will have the authority to refuse admittance of the Clerk to the Jail complex for any non-compliance of policy and procedures.

- The Vendor will be required to identify relief solutions should the Clerk be absent from work due to sick, vacation or training
- Responsibilities include but are not limited to (training provided):
 - Collecting and transferring inmate mail
 - Reviewing and distributing inmate communications
 - Assisting inmates in mail related problems
 - Scanning and sorting incoming inmate mail
 - Maintain inmate professional visitation reports
 - Maintain inmate message delivery system

4. Inmate Mail Copying Service: Copy services for incoming inmate mail – potentially an offsite contractor

- Required to copy of incoming mail (i.e. letters, pictures, drawings) and then sending copies to the jail facility sorted by inmate name
- Provide description of services and other options for copying of incoming inmate mail to avoid infiltration of contraband into the jail facility
- Originals to be maintained per applicable State and Federal laws/rules. Please include retention schedule.

5. Inmate Mail Scanner: Bidder must provide an Inmate Mail Scanner system that will be used to scan inmate and legal mail for contraband and/or illegal drugs.

- Provide a detailed list of the capabilities of the technology the Vendor has available.
- Include references from other Corrections Facilities who use the technology.

6. Off-Duty Sheriff Office Employee

- Vendor will pay up to twenty five thousand dollars (\$25,000) per year for an off duty Butler County Sheriff's Office employee's salary to oversee weekend visitation.

Exhibit “B”
Proposal Format and Attachments

The proposal and proposal addenda shall be submitted in the following sections in the following order:

SECTION 1. Vendor Information. Provide for each Vendor, Joint Vendor, and Subcontractor:

- A. Full legal name(s) (including any trade name), address, telephone number, and contact person
- B. If other than a sole proprietor, form of business entity, state, and date of incorporation
- C. Name, address, and phone number of each principal
- D. Year established and any former business names
- E. Financial Statements and annual report for past three years
- F. Number of years of experience with phone service and visitation communication systems.
- G. Average length of service for implementation team members
- H. Estimated number of resources to be dedicated to this project from each of the following:
 - Customer support
 - Project implementation and rollout
- I. Number of current installation sites for like or similar projects
- J. Pending litigation and Asserted Claims
 - 1. Currently pending litigation
 - 2. Asserted claims (including claims for liquidated damages)
 - 3. Any litigation filed or resolved within the past five years
 - 4. Any claims (including claims for liquidated damages) asserted, resolved, or settled within the past five years

SECTION 2. Product and Service Description: This section should contain an item-by-item response to the items listed in Exhibit “A” *Description of Services and Goods to be Provided for Project*. Screen captures or other brief materials that may serve to assist in describing the functionality may be attached to your response as an Appendix. Any material attached as an Appendix should be specifically referenced from the body of the response.

SECTION 3. References:

- A. Each Vendor that is participating must provide three references, which may be contacted concerning the Vendor’s performance. References should have received the same or similar services as those proposed to the Sheriff’s Office.
- B. Contact information should include name of organization, contact name, telephone number, and e-mail address (if available).

SECTION 4. Cost Proposal:

- A. Please identify the Proposal Quotation Sheet with a “TAB” for location at proposal opening.
- B. Please ensure your cost proposal includes any and all costs required for:
 - 1. One-time setup fees;

2. Maintenance;
3. Training;
4. Per item fees;
5. Convenience fees;
6. Any additional fees or charges not addressed in this RFP; and
7. Percentage increase in cost for optional renewal years.

SECTION 5. Certificates and Additional Required Forms: This section should include the original forms, completed as required. Only the original copy of the proposal is required to have content in this section. Failure to include these forms/items with proposal may be reason for proposal disqualification.

- A. Civil Rights Compliance affidavit (Attachment A)
- B. Non-Collusion affidavit (Attachment B)
- C. Form of Perform and Payment Bond (Attachment C)

SECTION 6. Appendices as Necessary: The Vendor should attach any additional related material that is referenced in the earlier sections of their response.

SECTION 7. Implementation Plan and Timeframe:

- A. The County's mandatory go-live date for this implementation is to be determined at a later date based on the Project.
- B. The response to this Request for Proposal must include a work plan for implementation of the proposed solution. At a minimum, this summary level plan should include and identify:
 1. Major Project Tasks with descriptions and anticipated deliverables resulting from each task.
 2. Approximate timelines for each of the major tasks.
 3. Detailed work steps within each of the major tasks in the workplan, as follows:
 - a. Starting and ending dates should be identified for each work step, as well as dependencies.
 - b. The responsibility for completing each of the detailed work steps should be broken down between Primary Vendor, Sub-Contractor, and Sheriff's Office personnel. Identify the specific team member for each work step. For the Primary Vendor and Sub-Contract personnel specify each Vendor and resource separately. For Sheriff's Office personnel, identify as Project Manager, technical staff, business functional staff, or information technology staff.
 - c. Estimate the number of days or hours required to complete the work step for each resource assigned to a work step.
 - d. Critical path tasks.
 - e. Identify key deliverables and milestones.
 - f. Summary of project tasks hours or days assigned by implementation team member. This should include a list of each team member (both Vendor personnel and Sheriff's Office personnel) indicating the total hours for each major project task for each team member.

Exhibit "C"

Form of Performance and Payment Bond

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned _____ as principal and _____ as surety, are hereby held and firmly bound unto the **Board of County Commissioners of Butler County, Ohio**, as obligee, in the penal sum of \$_____ dollars, for the payment of which well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

Signed this _____ day of _____, _____.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above named principal did on the _____ day of _____, _____, enter into a contract with the **Board of County Commissioners of Butler County, Ohio**, for the project known as **Phone Service, and Visitation Communication System for the Butler County Sheriff's Office**.

Now, if the said _____ shall well and faithfully do and perform the things agreed by _____ to be done and performed according to the terms of said contract; and shall pay all lawful claims of subcontractors, materials, suppliers, and laborers, for labor performed and materials furnished in the carrying forward, performing, or completing of said contract; we agreeing and assenting that this undertaking shall be for the benefit of any materials suppliers or laborer having a just claim, as well as for the oblige herein; then this obligation shall be void; Otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

The said surety hereby stipulates and agrees that no modifications, omissions, or additions, in or to the terms of said contract or in or to the plans of specifications therefor shall in any wise affect the obligation of said surety on its bond.

Principal Name

Surety Name

By _____

By _____

Print Name: _____

Print Name: _____

Title _____

Title _____

Date _____

Date _____

Surety Agent Name

By _____

Print Name: _____

Title _____

Attachment "A"

Civil Rights Compliance

Vendor agrees that in the performance of an Agreement, there shall be no discrimination against an employee because of race, color, sex, religion, national origin, or any other factor as specified in the Civil Rights Act of 1964 and subsequent amendments.

Name of Company

Signature of Representative of Vendor

