

Baldwin County Commission Request for Proposal (RFP) Temporary Clerical and Labor Services

The overall goal of this Request for Proposal (RFP) is to establish a contract to be used by the Baldwin County Commission (the County) to solicit competitive sealed proposals from qualified consultants to provide **Temporary Clerical and Labor Services on a Multi-Year Contract**.

The service provider will provide temporary clerical and labor services for various departments of the Baldwin County Commission.

The competency, experience and background of the service providers will be considered along with the quality of the proposal in making the contract award. A proposal other than the lowest priced may be selected if the County determines, at its sole and absolute discretion that its interests will best be served by doing so.

The Request for Proposal as awarded will be for a thirty-six (36) month period and pursuant to any applicable contract or contracts among the service provider and the Baldwin County Commission.

The County reserves, and in its sole discretion may exercise, the following rights and options with respect to the proposal submission, evaluation, and selection process under this RFP:

- To reject any proposals if, in the County's sole discretion, the proposal is incomplete, the proposal is not responsive to the requirements of this RFP as stated, the service provider does not meet the qualifications set forth in the RFP, or it is otherwise in the County's best interest to do so.
- To supplement, amend, substitute, or otherwise modify this RFP at any time prior to selection of one or more service providers for negotiation and to cancel this RFP with or without issuing another RFP.
- To accept or reject any or all of the items in any proposal and award the contract(s) in whole or in part if it is deemed in the County's best interest to do so.
- To request that some or all of the service providers modify proposals based upon the County's review and evaluation.
- To require a service provider to give an oral presentation and/or product demonstration to the County after submittal of the RFP. Actions by the County in this regard should not be construed to imply acceptance or rejection of a proposal. The County will contact the service provider's primary contact with further instructions should the County decide to request a presentation/demonstration.
- Baldwin County will not reimburse service providers for any cost involved in the preparation and submission of responses to this RFP or in the preparation for and attendance at subsequent interviews.

I. BACKGROUND

The Baldwin County Commission requires all departments to follow the “Temporary Labor Policy” as adopted on November 3, 2009, and amended on June 7, 2011, and June 21, 2011, and May 19, 2015, and September 7, 2021, and as may be further amended by the Baldwin County Commission. The purpose of this policy is to govern the use of temporary labor through closely monitoring its usage and the financial impact on the county’s budget.

The policy sets forth procedural requirements that the departments of the Baldwin County Commission must follow. These procedural requirements limit the use of temporary labor when current staffing levels are not sufficient to complete a particular project within a required time frame, during an extended leave period of a county employee(s), during a state of emergency or a declared emergency that causes a need for shelter workers, bus drivers, or disaster workers.

A temporary worker shall not be used continuously for more than twelve (12) months and shall not be re-employed without a one (1) month break in service unless the worker is assigned to a specific project with a pre-determined termination date. For purposes of temporary workers employed as of the date of adoption of this policy, the time limitations set out in this paragraph shall be measured from the date of the temporary worker’s start date.

II. BALDWIN COUNTY GOAL & OBJECTIVE

The overall goal of this RFP is to establish a contract to be used by the Baldwin County Commission to implement temporary clerical and labor services for various departments of the Baldwin County Commission.

The objective of this RFP is to contract with a service provider that provides temporary clerical and labor services in a timely manner.

III. GENERAL PROVISIONS

The service provider shall provide temporary clerical and labor services for the Baldwin County Commission in accordance with the provisions and requirements stated herein. The service provider shall provide services on an as needed basis. The County does not guarantee any usage of the contract.

The service provider should be able to perform each of the following tasks and should submit proposals for each of the following:

1. The County will require the service provider to conduct criminal background checks and motor vehicle checks on all applicants and pre-employment drug screens on safety sensitive applicants. The service provider will inform the County of any negative outcome of background checks and pre-employment drug screens. The service provider will furnish driver licenses numbers, expiration dates and dates of birth to the County for verification of eligibility to drive a County owned vehicle in the course and scope of work.

2. The County requires that all temporary employees be verified as legally eligible to work in the United States through the Department of Homeland Security. This documentation is required in addition to completion of the I-9 form. The County reserves the right to release any temporary staff member with an unfavorable background.
3. Baldwin County will not pay a fee of any kind for an employee that the service provider provides to the County that the County hires on a full-time, part-time, permanent, or limited basis; nor, shall an employee be extended on the service provider's payroll once the employee is placed on Baldwin County's payroll.
4. Service providers should include a copy of their ADA Policy, Equal Employment Policy, Sexual Harassment Policy, the policy for when employees are injured on the job and any policies on benefits the temporary employee may be offered by the employing temporary agency, in the proposal package.

IV. SCOPE OF PROPOSAL

1. Training will be conducted on-site and on-the-job.
2. Regular, punctual attendance is required. The service provider or the employee will notify the manager of each location of any absence/late arrival at least thirty (30) minutes prior to the start of the shift. Reduction in work hours by the department due to low volume is not considered an absence.
3. The Department will provide the service provider with information regarding attendance, dress, appearance, holiday closures and other rules relating to the work environment.
4. An employee of Baldwin County will supervise temporary employees.
5. Required Skills: As indicated, temporary employees will be required to have the skills required in the job summary, as provided with the service order form.
6. Proposal must indicate the bill rate of employees who:
 - a. Are paid the minimum rate.
 - b. Are paid more than the minimum rate.
 - c. Work fewer than 40 hours per week.
 - d. Work more than 40 hours per week.
 - e. Are referred to the service provider by Baldwin County.
7. Overtime will be paid at the rate of one and one-half (1 ½) times the basic pay rate per hour for hours physically worked over forty (40) hours in a week. A week is defined as beginning at 12:01 a.m. on Monday and ending at 12:00 midnight Sunday. Proposal must state the bill rate for overtime work.
8. Timecards for all locations to be provided by successful service provider. Proposal shall include the intended procedure for distribution, collection of timesheets and the

calculating and verifying hours to Baldwin County. When a temporary employee leaves employment the department, the service provider shall be responsible for getting any monies due that employee to that employee. The service provider shall also be responsible for getting any County items, such as keys, card keys, badges, etc., from the employee and for returning same to the County department prior to payment by the Baldwin County Commission for services rendered.

9. The service provider shall provide worker's compensation and unemployment insurance benefits, at its expense, for all temporary employees it supplies the County.
10. The service provider must provide a list of holidays that would be covered, if applicable. Baldwin County observes fourteen (14) holidays during a calendar year for which temporary employees will not be paid by the County. They must also provide terms for their vacation and sick leave policies.
11. The service provider will discuss the duties and skills indicated in the job summary with each prospective employee.
12. The service provider must secure approval in advance, from the Personnel Department, to assign temporary employees.
13. Paycheck Services:
 - a. The responsibility for distribution and collection of time sheets is the service provider's responsibility. County personnel will verify actual hours worked. Billing shall be directed to the Personnel Department. Specific details will be discussed with successful service provider.
14. The County shall not pay for temporary employees who work one (1) day or less for the County unless an assignment for one (1) day or less is specified when the order for temporary employee is placed.
15. As an Equal Opportunity Employer and in compliance with the Americans with Disabilities Act (ADA), Baldwin County may provide reasonable accommodations to permit a qualified applicant with a disability to enjoy the privileges of employment equal to those employees without disabilities. Disabled individuals must satisfy job requirements for educational background, employment experience, skills and any other qualification standards that are job related and must be able to perform those tasks that are essential to the job with or without reasonable accommodation.
16. Work hours will vary dependent upon position and needs.
17. During the term of the contract, Baldwin County may request additional positions to be added as needs arise. Likewise, certain positions may be deleted as needs change.
18. Temporary employees shall be subject to the rules, regulations, and policies of the County.

19. The service provider will provide necessary shelter workers, bus drivers and disaster workers on an as needed basis. Shelter workers and bus driver information will be furnished by the Baldwin County Emergency Management Agency through the Personnel Department. These workers must be ready to **activate a shelter within three (3) hours of notification.**

IV. PROPOSED PLAN

All proposals must comply with the following criteria. Proposals not meeting ALL criteria may be considered non-responsive and will be rejected.

A. Cover Sheet

The proposal must include a properly completed and signed cover sheet. A sample cover sheet with all of the required information is included as Attachment A.

B. Overview

The overview should demonstrate the service provider's overall qualifications to fulfill the requirements of this RFP.

C. Implementation Approach

Provide steps and actions you will take to accomplish all the tasks described in this RFP.

D. Pricing Information

Pricing information included with the proposal must breakdown into elements that are clearly defined in the services being proposed. If you wish to propose additional services or an alternate approach to what is being requested, please provide those as a separate page(s) that are clearly labeled as "Alternate" or "Additional Services".

E. Customer References

The service provider must provide at least three (3) previous customers with a similar size which the "Service Provider" have performed similar tasks within the last five (5) years. Clients who are county and local government would be a plus.

V. PROPOSAL SUBMISSION

Three (3) original paper copies of the proposal must be received by the County prior to **2:00 P. M., (Central Standard Time) on _____, 2022.** All copies of the proposals must be under sealed cover and plainly marked. **No emailed proposals will be accepted.** Proposals should be delivered or mailed to:

Wanda Gautney, Purchasing Director
312 Courthouse Square, Suite 15 (mailing address)
257 Courthouse Square (physical address)
Bay Minette, AL 36507
251.580.2520

VI. INQUIRES AND QUESTIONS

Inquires or questions should be submitted by email only to Wanda Gautney, Purchasing Director, wgautney@baldwincountyal.gov no later than _____, 2022. All inquiries or questions should be consolidated by each service provider and submitted prior to the **3:00 P. M.**, deadline. All questions that are submitted will be answered and posted to the County website by _____, 2022.

VII. PRIME SERVICE PROVIDER RESPONSIBILITIES

Service provider will assume responsibility for delivery of services and application performance, regardless of whether or not the Service provider subcontracts any of these items and services. The Service provider will be the sole point of contact regarding contractual matters, including performance of services and the payment of any and all charges resulting from contract obligations. Service provider will be totally responsible for all obligations outlined under this RFP.

VIII. HOLD HARMLESS PROVISION

The service provider shall at all times indemnify and save harmless the County and its departments, their County Commissioners, officers and employees, against all liability, claim of liability, loss, cost or damage, including death, and loss of services, on account of any injury to persons or property, occurring from any cause whatsoever in the work involved in the contract, and will, at his expense, defend on behalf of the County and its departments, their officers and employees, either or all, any suit brought against them or any of the arising from any such cause.

IX. SERVICE PROVIDER QUALIFICATIONS

All bidders, to the best of their knowledge and belief, must be in, and remain in compliance with all applicable Federal, Alabama State, County and municipal laws, regulations, resolutions and ordinances. In particular, and without limitation, all bidders must be licensed and permitted in accordance with The Code of Alabama Title 10, concerning corporations doing business within Alabama, Title 34, dealing with licensing for businesses, Title 40, concerning licenses and taxation, unless otherwise exempt. All bidders should be prepared to timely submit to the County non-confidential evidence or documentation demonstrating that the fact they are presently licensed and permitted under Alabama law. Such non-confidential evidence or documentation is encouraged to be submitted with the Bid Package.

The bidder expressly acknowledges, to and for the benefit of the Baldwin County Commission, that this Agreement may be funded with federal grant monies and, therefore, bidder expressly warrants and agrees that it shall at all times comply with all applicable federal, state, local and municipal laws and regulations. For more information about the Federal regulations visit the website <http://www.gpoaccess.gov/index.html> Code of Federal Regulations.

All vendors, contractors and grantee are required to comply with the Alabama Immigration Law under Sections 31-13-9 (a) and (b) of the Code of Alabama. Forms and documents will be included with award documents. Information and forms can be found on the Baldwin County Commission's Purchasing website under E-Verify at www.baldwincountyal.gov

All out-of-state bidders must provide proof of proper certification of authority, and any required registration, to transact business in this State, in order to perform work for the Baldwin County Commission. Bidder's Registration Number shall be provided on the Bid Response Form. The phone number for the Alabama Secretary of State is (334) 242-5324, Corporate Division.

X. SERVICE TEST PERIOD

If the service provider has not previously performed the services to the County, the County reserves the right to require a test period to determine if the Service provider can perform in accordance with the requirements of the contract, and to the County's satisfaction. Such test period may be from thirty to ninety days, and will be conducted under all specifications, terms and conditions contained in the contract. This trial period will then become part of the initial contract period.

A performance evaluation will be conducted prior to the end of the test period and that evaluation will be the basis for the County's decision to continue with the service provider or to select another service provider.

XI. SERVICE PROVIDERS INSURANCE PROVISIONS

The service provider shall not commence work under this contract until all the required insurance has been obtained by service provider and approved by the County. Nor shall the service provider allow any Subcontractor to commence work on his subcontract until the insurance required of the Subcontractor has been so obtained and approved.

The service provider at his expense shall carry, with insurers satisfactory to County, throughout the term of the contract, Auto Liability Insurance, including owned, hired and non-owned vehicles, with limits of not less than \$1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence, Commercial General Liability Insurance, including all contractual liability hereunder, with limits not less than \$1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence, Worker's Compensation Insurance, meeting the statutory limits of the State of Alabama and Employer's Liability Insurance fully covering all employees and supervisors participating in the work at/in/on any property, site, location, vessel, or equipment. *All liability insurance shall name the County as an additional insured.* Prior to commencing operations hereunder, a Certificate of Insurance evidencing such coverage, satisfactory to County, shall be furnished to County, which shall specifically state that such insurance shall provide for at least a thirty (30) day notice to County in the event of cancellation, termination or any change in such insurance policies.

The workers compensation certificate shall bear an endorsement clearly evidencing a waiver of the right of subrogation against County and County Representatives. Should the service provider

fail to furnish current evidence upon demand of any insurance required hereunder, or in the event of cancellation, termination or change in any such insurance, County may, at its option, suspend any Agreement until insurance is obtained, terminate any Agreement immediately without further action, or hold service provider in material default and pursue any and all remedies available. Said Certificate of Insurance evidencing the requisite must be provided upon submission of the RFP.

Attachment A: Cover Sheet

Baldwin County RFP – Temporary Clerical & Labor Services

Proposal Date: _____

Company Name: _____

Name of Company Representative: _____

Position: _____

Address: _____

Email Address: _____

Company Web Page: _____

Phone: _____

Fax: _____

Date: _____

Signature: _____

Attachment B: RFP Check List

Task	Yes/No
1. Cover Sheet <ul style="list-style-type: none">• Completed• Signed	
2. Service Provider Overview <ul style="list-style-type: none">• Describe overall qualifications in relation to requirements	
3. Implementation Approach	
4. Pricing Information <ul style="list-style-type: none">• Detail breakdown	
5. Customer References	

Attachment C: EXAMPLE BALDWIN COUNTY SERVICE CONTRACT

(Terms of which the successful Service Provider will have to agree to.)

State of Alabama)

County of Baldwin)

CONTRACT FOR PROFESSIONAL SERVICES

This Contract for **Professional Services** is made and entered into by and between the County of Baldwin (hereinafter called “COUNTY”) acting by and through its governing body, the Baldwin County Commission and PROVIDER, (hereinafter referred to as “PROVIDER”).

WITNESSETH:

Whereas,

Whereas,

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the sufficiency of which being hereby acknowledged, PROVIDER and COUNTY do hereby agree as follows:

I. Definitions. The following terms shall have the following meanings:

- A. COUNTY: Baldwin County, Alabama
- B. COMMISSION: Baldwin County Commission
- C. PROVIDER:

II. Obligations Generally. The COUNTY hereby retains, and the PROVIDER agrees to perform for the COUNTY, those professional services as hereinafter set forth. This document shall serve as the binding contract for the services of PROVIDER. PROVIDER shall immediately commence performance of the services outlined herein upon full execution of this Contract. All work shall be commenced and completed in a timely manner as, and at the times, herein set out.

III. Recitals Included. The above recitals and statements are incorporated as part of this Contract, and shall have the effect and enforceability as all other provisions herein.

IV. Professional Qualifications. For the purpose of this Contract, the PROVIDER represents and warrants to the COUNTY that it possesses the professional, technical, and administrative personnel with the specific experience and training necessary to provide the professional services required herein.

V. No Prohibited Exclusive Franchise. The COUNTY neither perceives nor intends, by this Contract, a granting of an exclusive franchise or violation of Art. I, Section 22 of the Alabama Constitution.

VI. Representation/Warranty of Certifications, Etc. PROVIDER represents and warrants that PROVIDER is presently certified, licensed and otherwise permitted under all necessary and applicable laws and regulations to perform the services herein, and that PROVIDER shall renew, maintain, and otherwise ensure that all such certifications, licenses, and permits are current and valid, without interruption, for and through completion of the services. The representation and warranty aforesaid is a material inducement to the COUNTY in entering this Contract, and the parties agree that the breach thereof shall be deemed material at the County's option.

VII. Legal Compliance. PROVIDER shall at all times comply with all applicable federal, State, local and municipal laws and regulations.

VIII. Independent Contractor. PROVIDER acknowledges that it is an independent contractor, and PROVIDER shall at all times remain as such in performing the services under this Contract. PROVIDER is not an employee, servant, partner, or agent of the COUNTY and has no authority, whether express or implied, to contract for or bind the COUNTY in any manner. The parties agree that PROVIDER shall be solely responsible for and shall have full and unqualified control over developing and implementing its own means and methods, as it deems necessary and appropriate in providing the aforementioned services, and that the COUNTY's interests herein are expressly limited to the results of said services. PROVIDER is not entitled to unemployment insurance benefits, and PROVIDER is responsible for and obligated to pay any and all federal and state income tax on any monies paid pursuant to this Contract.

IX. No Agency Created. It is neither the express nor the implied intent of PROVIDER or COUNTY to create an agency relationship pursuant to this Contract. Therefore, the PROVIDER does not in any manner act on behalf of COUNTY and the creation of such a relationship is prohibited and void.

X. Unenforceable Provisions. If any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any

respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof. This Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

XI. Entire Agreement. This Contract represents the entire and integrated agreement between COUNTY and PROVIDER and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may be amended only by written instrument signed by all parties.

XII. Failure to Strictly Enforce Performance. The failure of the COUNTY to insist upon the strict performance of any of the terms, covenants, agreements, and conditions of this Contract shall not constitute, and shall never be asserted by PROVIDER as constituting, a default or be construed as a waiver or relinquishment of the right of the COUNTY to thereafter enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.

XIII. Assignment. This Contract or any interest herein shall not be assigned transferred or otherwise encumbered by PROVIDER without the prior written consent of the COUNTY, which may be withheld or granted in the sole discretion of the COUNTY.

XIV. Ownership of Documents/Work. The COUNTY shall be the owner of all copyright or other intellectual property rights in reports, documents and deliverables produced and paid for under this Contract, and to the extent permitted by Alabama law, any such material may be reproduced and reused at the discretion of the COUNTY without payment of further consideration. PROVIDER shall not transfer, disclose, or otherwise use such information for any purpose other than in performance of the services hereunder, without the COUNTY's prior written consent, which may be withheld or granted in the sole discretion of the COUNTY.

XV. Notice. Notice required herein shall be in writing, unless otherwise allowed, and said notice shall be deemed effective when received at the following addresses:

PROVIDER:

COUNTY: Baldwin County Commission
c/o Chairman
312 Courthouse Square
Suite 12
Bay Minette, AL 36507

XVI. Services to be Rendered. PROVIDER is retained by the COUNTY as a professionally qualified **contractor**. The general scope of work for the services shall include all the terms and Conditions of **“Request for Proposals”**, the same being expressly incorporated herein by reference, and without limitation will encompass:

“All provision and conditions and/or specifications listed/stated in the Request for Proposals for Temporary Clerical and Labor Services for the Baldwin County Commission”.

A. PROVIDER will provide ongoing communications with COUNTY regarding this service, including updates, emails and etc. as requested. Additionally, PROVIDER will meet with COUNTY as needed or requested.

B. PROVIDER is responsible for the professional quality, technical accuracy, timely completion and coordination of all services furnished by or in relation to this Contract. Notwithstanding this requirement, PROVIDER shall closely coordinate the subject services with the COUNTY and designated personnel.

C. PROVIDER represents and warrants that its services shall be performed within the limits and standards provided by the COUNTY, in a manner consistent with the level of care and skill ordinarily exercised by similar providers under similar circumstances at the time the services are performed.

XVII. Attachments: The exhibits and/or attachments listed below are specifically included as a necessary part of this agreement and the same shall not be complete without such items, to wit:

A. Attachment A – Cover Sheet

B. Attachment B – Check List

C. Attachment C – Contract

D. Attachment D – Temporary Clerical, Labor, and Shelter
Worker Positions

E. Attachment E – Fee Schedule

F. Attachment F – Certificate of Insurance

COUNTY and PROVIDER, if necessary, shall jointly cause such items as listed above to contain dates, signatures of the parties with authorization to make such signatures, and sufficient marks and references back to this Agreement noting their inclusion and attachment hereto. In any event of a

conflict between this document and the attachments referenced above, this document shall govern.

XVIII. General Responsibilities of the COUNTY.

- A. The COUNTY shall provide reasonable notice to PROVIDER whenever the COUNTY actually observes or otherwise actually becomes aware of any development that affects the scope or time of PROVIDER's services hereunder or any defect or nonconformance in the work of PROVIDER.
- B. The COUNTY shall pay to PROVIDER the compensation as, and subject to the terms set out below.
- C. The COUNTY shall provide any necessary notices to commence, Discontinue, or terminate the services herein described.

XIX. Termination of Services. The COUNTY or PROVIDER may terminate this contract, with or without cause or reason, by giving the (10) days written notice of such to the other party. Upon receipt of such notices, PROVIDER shall discontinue its work to the extent specified in the notice.

In the event of termination, the COUNTY shall pay PROVIDER for all services satisfactorily rendered, and for any expenses deemed by COUNTY to be a reimbursable expense incurred pursuant to this Contract and prior to the date of termination.

XX. Compensation Limited. The compensation to be paid to the PROVIDER shall be the full compensation for all work performed by PROVIDER under this Contract. All additional expenditures or expenses of PROVIDER, not listed in full within this Contract, shall not be considered as a part of this Contract and shall not be demanded by PROVIDER or paid by COUNTY unless the additional costs are approved by the COUNTY in the form of a written Change Order. Compensation to PROVIDER for work shall be paid in accordance with the Scope of Work. Said compensation shall be all inclusive, including without limitations, reimbursement of all cost, incidents and operating expenses associated with those directly engaged in performance of the requested services.

XXI. Method of Payment. PROVIDER shall submit invoices to the COUNTY for payment for work performed. Such invoice shall be accompanied by a detailed account of compensation to be paid PROVIDER.

Payment shall be made by the COUNTY within thirty (30) days of the approval of the invoice submitted by the PROVIDER. The COUNTY agrees to review and approve invoices submitted for payment in a timely manner.

XXII. Effective and Termination Dates. This Contract shall be effective and commence immediately upon the same date as its full execution, and same shall terminate upon either the expiration of thirty-six (36) months or upon a written notification thereof received by either party within the required ten (10) day period. [Nothing herein stated shall prohibit the parties from otherwise terminating this Contract according to the provisions herein.]

XXIII. Force Majeure. The Parties hereto shall incur no liability to the other if performance becomes impossible or impracticable by reason of an event or effect that the parties could neither have anticipated nor controlled. This allowance shall include both an act of nature and acts of third parties. Any costs that would otherwise be incurred and/or necessitated by the provisions herein shall be alleviated for either party by such event or effect.

XXIV. Indemnification. Provider shall indemnify, defend and hold County, and its Commissioners, affiliates, employees, agents, and representatives (collectively "County") harmless from and against any and all claims, demands, liabilities, damages, losses, judgments, costs, and expenses including, without limitations, attorneys' fees, and costs, for any and all personal injury (including death) and property damage of any kind or nature whatsoever, incurred by, asserted against, or imposed upon County, as a result of or in any manner related to provision of services hereunder, or any act or omission, by Provider. Contractor shall provide the COUNTY with proof of general liability coverage including the COUNTY as an additional insured. This indemnification shall survive the expiration or termination of this Contract.

XXV. Number of Originals. This Contract shall be executed with three (3) originals, each of which are equally valid as an original.

XXVII: Governing Law: This Contract in all respects, including without limitation its formation, validity, construction, enforceability and available remedies, shall be governed by the laws of the State of Alabama, without regard to Alabama conflict of law principles.

XXVIII: Insurance: Prior to performing services pursuant to this Contract, Provider shall carry, with insurers satisfactory to County, throughout the term of hereof, Auto Liability Insurance, including owned, hired and non-owned vehicles, with limits of not less than \$1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence; Commercial General Liability Insurance, including all contractual liability hereunder, with limits not less than \$1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence; and Worker's Compensation Insurance, meeting the statutory limits of the State of Alabama and Employer's Liability Insurance fully covering all employees and supervisors participating in the work at the subject property site. All liability insurance shall name the County as an additional insured. Prior to commencing operations hereunder, a Certificate of Insurance evidencing such coverage, satisfactory to County, shall be furnished to County, which shall specifically state that such insurance shall provide for at least ten (10) days' notice to County in the event of cancellation, termination or any change in such insurance policies. The workers compensation certificate shall bear an endorsement clearly evidencing a waiver of the right of subrogation against County and County Representatives. Should Provider fail to furnish current evidence upon demand of any insurance required hereunder, or in the event of cancellation, termination or change in any such insurance, County may, at its option, suspend this Contract until insurance is obtained, terminate this Contract immediately without further action, or hold Provider in material default and pursue any and all remedies available. Said Certificate of Insurance evidencing the requisite coverage is attached hereto as *Attachment F* as if fully set forth.

IN WITNESS WHEREOF, the parties hereto have executed this contract on the last day of execution by the COUNTY as written below.

COUNTY

ATTEST:

_____/_____
JAMES E. BALL, Chairman /Date

_____/_____
RONALD J. CINK, /Date
Budget Director

State of Alabama)

County of Baldwin)

I, _____, a Notary Public in and for said County, in said State, hereby certify that, James E. Ball, whose name as Chairman of Baldwin County Commission, and Ronald J. Cink, whose name as Budget Director, are known to me, acknowledged before me on this day that, being informed of the contents of the Contract for Professional Services, they, as such officers and with full authority, executed same knowingly and with full authority to do so on behalf of said Commission.

GIVEN under my hand and seal on this the _____ day of _____, 2022.

Notary Public
My Commission Expires

SIGNATURE AND NOTARY PAGE TO FOLLOW

PROVIDER:

Insert Provider Name

_____/_____
By _____/Date
Its _____

State of Alabama)

County of _____)

I, _____, Notary Public in and for said County and State, hereby certify that
_____ as _____ of _____, whose name is signed to
the foregoing in that capacity, and who is known to me, acknowledged before me on this day that, being
informed of the contents of the foregoing, he executed the same voluntarily on the day the same bears
date for and as an act of said _____.

GIVEN under my hand and seal on this the _____ day of _____, 2022.

Notary Public, _____
My Commission Expires _____