

## **BID #WG19-52 SPECIFICATIONS**

### **SCOPE OF WORK**

The purpose of this Invitation to Bid (ITB) is for services to convert approximately (1800) 16mm microfilm reels to a digital PDF file format. These public records were processed by the Baldwin County Revenue Office and the file conversion shall adhere to the requirements below:

### **GUARANTEE/CONDITONS OF BID**

The specifications provided here are very general in nature and as such exhibit the intent and purpose of Baldwin County regarding this project. Accordingly, the chosen vendor will admit and agree that they are not complete in every detail and that work and materials not indicated or expressly mentioned in these specifications, but which are manifestly necessary for the full and faithful performance of the services in accordance with the full and faithful intent will be included in the price quote and incorporated in the work the same as if indicated and specified. Vendor will also agree that they shall not retain any documents, images, film, data, etc. for record purposes or distribute, sell or otherwise make available to public or private parties, such records, copies, etc. without the express written permission of the Judge of Probate of Baldwin County.

### **CONTRACT PERIOD**

A twelve (12) month contract will be established to begin on the date of award with an option to issue a second and third twelve (12) month contract or extend the first contract until such time that a new contract can be bid and awarded. Any additional contract or extension will be at the same prices, terms and conditions. Any successive contract(s) must have the written approval of both the County and the Vendor no later than thirty (30) days prior to the expiration of the original contract.

### **CANCELLATION CLAUSE**

Baldwin County reserves the right to terminate this contract prior to the end of the period indicated upon thirty (30) day's written notice, for failure to meet required specifications. In the event of termination, only completed work that has been accepted by the Revenue Office prior to the effective date of termination shall be paid by Baldwin County.

### **VENDOR ELIGIBILITY**

Vendor will be required to have a proven track record in converting microfilm to digitized records, particularly in providing these services to County Governments. Vendor shall be the sole party performing the services stated herein and shall not use third parties or subcontract any part of the work.

### **REFERENCES**

The Vendor should provide (with the Bid Response) the names of a minimum of three accounts where they are providing similar services. Include account name, address, contact person, and telephone number. The County may contact any or all references.

## **RESPONSE SUBMISSIONS**

The Vendor should submit a minimum of three (3) copies of the Bid Response and all other requested information.

## **INQUIRIES**

Questions should be submitted in email form no later than **2:00 P.M. on September , 2019**, to [wgautney@baldwincountyal.gov](mailto:wgautney@baldwincountyal.gov)

## **AWARD**

The bid will be awarded to the Vendor that is determined best able to provide the services described in this ITB at the lowest cost to the County. It is the intent of the County to award to one (1) bidder.

## **NON-APPROPRIATION OF FUNDS**

Continuation of any agreement between the County and a bidder beyond a fiscal year is contingent upon continued legislative appropriation of funds for the purpose of this bid and any resulting agreement. Non-availability of funds at any time shall cause any agreement to become void and unenforceable and no liquidation damages shall accrue to the County as a result. The County will not incur liability beyond the payment of accrued agreement payment.

## **PURPOSE:**

The Baldwin County Judge of Probate requires Firm and/ or Contractor to have sufficient resources to be able to provide onsite Document Scanning/Digital Image and Indexing Conversion Services in an efficient and accurate manner. The objective for these services is to:

- Provide scanning of records to digital image electronic format for access and records retention.
- Provide for indexing of digital records for access and conversion to the Baldwin County Judge of Probate, online document platform powered by Delta Computer System, Inc.  
<http://www.deltacomputersystems.com/AL/AL05/INDEX.HTML>

## **SCOPE OF SERVICES:**

The Baldwin County Judge of Probate requests competitive proposals for the following services:

- Document scanning/digital image with indexing and proper orientation at a minimum of 300 dpi.
- Indexing for conversion to digital based on an industry standard Image File Format that accommodates large and standard size documents at a minimum of 300 dots per inch and process these digital images to be seamlessly included into the Baldwin County Judge of Probate, online document platform powered by Delta Computer System, Inc.
- Optical Character Recognition (OCR) Services. This process shall provide an accurate

conversion of image data into a searchable PDF format.

- Services shall be in accordance with standards set by the American National Standards Institute (ANSI) and Association for Information and Image Management (AIIM).

## 1) Handling and Receiving Requirements

### Confidentiality, Accuracy and Security of Documentation:

- A. It is critical that the Firm and/or Contractor understands the required security of the documents. These documents are irreplaceable and must be safeguarded. Once the Firm and/or Contractor receives the documents from the Baldwin County Judge of Probate, they are responsible for the safekeeping. Firm and/or Contractor must secure materials in a secure, dry location and take great care in handling of fragile originals.
- B. Safeguards against theft, loss, and/or damage must be maintained at the highest levels. The Firm and/or Contractor will be held responsible for lost, stolen or damaged files, records and map documents. Also, no unauthorized reproduction or duplication of any files or records produced by the Firm and/or Contractor is permissible. These documents may contain sensitive security information such as building plans, intellectual property rights and other sensitive information. Once the documents are in the hands of the Firm and/or Contractor, they become solely responsible for the security of the documents.

### C. Tracking and Inventory of Baldwin County Judge of Probate Documents:

1. The Firm and/or Contractor will inventory and acknowledge the receipt of all items received. It is intended that the Firm and/or Contractor will maintain an automated tracking system to allow for the retrieval of any document that is in process.
2. Any discrepancies between the Baldwin County Judge of Probate inventory and the items received by the Firm and/or Contractor are to be resolved within ten calendar days. After scanning/digital image and indexing services have been completed and prior to project signoff, the Firm and/or Contractor will be required to perform a final quality control step that compares the final output to the manifest that the Baldwin County Judge of Probate provided to the Firm and/or Contractor to ensure that every document has been digitized and indexed. The Firm and/or Contractor will be required to provide to the Baldwin County Judge of Probate, a report comparing the documents provided to the final output with each product delivery. The Baldwin County Judge of Probate will implement this process in conjunction with the Firm and/or Contractor and is open to process re-engineering as suggested by the Firm and/or Contractor.
3. Schedule and Turnaround Time: The Firm and/or Contractor will schedule with the Baldwin County Judge of Probate which documents will be scanned to digital image and indexed daily. The Firm and/or Contractor will be responsible for coordinating with Probate staff any changes to set schedule.

4. The Baldwin County Judge of Probate and the awarded Firm and/or Contractor will mutually develop a procedure for process of scanning schedule.
5. Transportation of Documents: If any document must be transported offsite, it must be transported in closed, preferably climate controlled, vehicles. If magnetic media is involved, all items must be placed in magnetic protection containers within the applicable vehicles.

## 2) Preparation Requirements

- a. Firm and/or Contractor shall perform "Document Preparation" as necessary to scan all files. Preparation of documents to be scanned: this includes removing all staples and paperclips, repair all torn documents with non-reflective tape, straighten all folded plans and mount any irregular size memorandum on standard 8 ½ x 11 or 8 ½ x 14 paper and other wise make the documents ready for processing.

## 3) Quality, Production and Pricing Requirements

- a. All data must be preserved in a form identical to, or functionally equal to, the original record.
- b. Scanned images shall be placed on a USB Hard Drive and other industry approved devices for delivery to the Baldwin County Judge of Probate.
- c. Each scanned image shall have a unique file name specified by the Baldwin County Judge of Probate.
- d. Documents shall rotate to provide maximum readability (e.g. letters shall be in proper orientation when document is displayed without rotation.)
- e. Firm and/or Contractor shall use 300 dpi or higher for those documents where it is required to meet the quality requirements.
- f. The Firm and/or Contractor shall not scan blank documents.
- g. Firm and Contractor shall perform a consistency check on 20% of the images. This shall include image clarity, orientation, and accuracy.
- h. Firm and/or Contractor shall calibrate and maintain systems (maintain consistency of output as described in ANSI/AIIM MS44-1988 (R1993) Recommended Practice for Quality Control Image Scanners; ensure that scanning system is free from dust and other particles; maintain calibration through each shift; use appropriate technical targets and procedures as defined by manufacturer)
- i. Report and discuss any problem images that cannot be captured to meet benchmark specifications.
- j. Inspect archived maps for quality and consistency
- k. Post process digital images – (cropping, de-skewing, de-speckling, image rotation)
- l. A document may consist of one or many pages and should be addressed as follows:  
If the document has more than one page this document must be scanned as a single file multi-page document.
- m. Vendor invoices shall denote the number of scanned pages being billed for the current invoice as well as the total number of pages billed to date.

- 4) Record Accessibility: The Baldwin County Judge of Probate will require designated Staff to have access to original documents supplied to the Firm and/or Contractor for Scanning/Digital Image and Indexing Conversion Services in the event a document is needed. The Firm and/or Contractor will provide the ability to locate and return to the Baldwin County Judge of Probate any original document that is in the possession of the Firm and/or Contractor within one business day from the time of request by an authorized department staff person. After the Baldwin County Judge of Probate has fulfilled its need the Firm and/or Contractor shall also pick up these documents and return with them to either complete the scanning/digital image and indexing process, whichever applies.

**SPECIFICATIONS:**

Must meet or exceed the minimum specifications for the current online document platform powered by Delta Computer System, Inc being used. Quality control must occur during all phases of scanning/digitizing (prior, during and while updating the metadata/indexing, and after sending scanned documents to our current financial management platform).

Description of materials to be converted

a. Source Documents:

- Oversize Deed Books (Post and Bound)
- Oversize Marriage Books (Post and Bound)
- Pictures (potential)
- Large Maps (potential quantity unknown)

- b. Estimated Quantity: The following quantities are estimated. These figures are estimates, and the Baldwin County Judge of Probate reserves the right to adjust them up or down accordingly.

**Deed Books**

- Volume A-Z
- Page count varies by volume 400-800
- Book condition Fair-Poor
- Size: Oversized
- Estimated total pages = 17300

**Marriage Books**

- Book 1-14
- Colored
- Page count varies by volume 300-650
- Book condition Fair-Poor
- Sizes: Oversized, 8 x 8 and 12 x 18
- Estimated total pages = 7950

### **Marriage Records**

- Record 1-33
- Page count by record 650
- Book condition Fair-Poor
- Sizes: Oversized, 8 x 8 and 12 x 18
- Estimated total pages = 21450

**The quantities above are estimates and the Baldwin County Judge of Probate reserves the right to adjust them up or down accordingly.**

### **PROPOSAL REQUIREMENTS:**

Proposals shall include all information solicited in this RFP. Responses to this RFP must include all proposal requirements. Respondent should not withhold any information from the written response.

**The following format and sequence will be followed to provide consistency in the Proposer's responses:**

#### **A. Letter of Interest:**

- The letter should include general information about the Firm, such as: description of all services offered, the total years in business, number of employees, office location(s) etc. Include name, phone and email for authorized contact concerning proposal.

#### **B. Proposed Project Work Plan:**

- Provide an outline detailing your approach and concept of the project.

#### **C. Key Personnel:**

- List those persons who will have a management position working with the Baldwin County Judge of Probate, if you are awarded the contract.

#### **D. List of Similar Projects and References:**

- Provide a list of a minimum of three (3) similar relevant projects, together with information on the project scope, client, location, budget, common issues, services provided. 10
- Provide client references, including names, titles, addresses, telephone numbers and email addresses for these projects.

### **PROPOSED FEES:**

Pricing for scanning/digital imaging and indexing services: **Provide a total price per image per document and price must include prepping and indexing.**

1. Pricing for scanned images for existing maps (conversion): Provide a total price per image to create digital image. Provide total price per document for reassembly and return of

documents.

2. Pricing for scanning/digital imaging services: Provide a total price per image for oversized documents. Provide a total price per document for reassembly and return of documents.
3. Pricing for scanning/digital imaging services: Provide total price per image for scanning 8 x 8 and 12 x 18 formatted documents. Provide total price per document for reassembly and return of documents.

#### **TECHNICAL PROPOSAL:**

The following issues should be fully responded to in the proposal in concise **narrative form**, do not solely indicate 'Y' or 'No'. Each issue shall be referenced and presented in the following order:

1. Please provide a list of security measures your company follows to safeguard the information contained within your customer's documents; i.e., does your company use security badges for its employees, what are your backed-up procedures, are background checks performed on your employees. Please elaborate.
2. Please provide your company's procedures for tracking inventory (customer's documents) once they take ownership. What tracking system do you use and how is it implemented? Please elaborate.
3. Please provide a list of equipment your company uses for scanning and indexing original to scanned images. Include the make and model number of the equipment, how many and the current version of scanning software being utilized. Also, explain your process of creating TIFF images and indexing. Please elaborate.
4. Please include in this description the proposed hardware platform, supporting peripheral equipment, software tools and backup and recovery system used by your company.
5. How much space will be needed to perform scanning project onsite?
6. What services will the Baldwin County Judge of Probate be expected to provide (ex: internet, power, etc.)
7. What method does your company use to straighten out the documents before scanning?
8. The questions below ask each Firm and/or Contractor to provide the Baldwin County Judge of Probate turnaround times for various scanning and indexing conversion requests. The Firm and/or Contractor's response should include pickup and delivery. The amount of 50,000 documents used in the questions below is used for example purposes only and does not constitute the average. The number of Baldwin County Judge of Probate documents to be processed may be higher or lower depending on work flow at the time. The Firm and/or Contractor awarded the contract will be expected to meet or exceed the proposed turnaround times, if the Contractor awarded the contract cannot meet their proposed

turnaround times, the Baldwin County Judge of Probate will have the option of canceling the contract.

- Please provide the turnaround time for scanning 50,000 oversized documents, including prepping and indexing for conversion
- Please provide turnaround time for scanning 50,000 8 x 8 documents, including prepping and indexing for conversion
- Please provide the turnaround time for scanning 50,000 12 x 18 documents, including prepping and indexing conversion.

9. How many years have you been in business?

10. What are your main offices and branch offices/Service Centers located in the United States?  
In Alabama?

11. How is customer support handled within your organization?

12. What is the name of your scanning/imaging product?

13. How many years has it been available and what is the software version?



**BID#WG19-52 RESPONSE FORM**

Provision of Onsite Document Scanning/Digital Image & Indexing Conversion Services

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

Out of State \_\_\_\_\_ or \_\_\_\_\_ If yes, \_\_\_\_\_  
Yes No Certificate of Authority Number

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Company Rep \_\_\_\_\_

(Rep. Name Typed or Printed)

Position: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Financing through another agency beside yourself \_\_\_\_\_ or XX  
Yes No

If yes, must attach a copy of the financing agreement and all conditions to this response from.

\_\_\_\_\_  
Financing Agency Authorized Signature

**Bid Amount:**

Image Scanner Model: \_\_\_\_\_

Total cost per image per document: \$ \_\_\_\_\_ per Image (price must include hard drive, prepping & indexing of delivered documents .

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 \_\_\_\_\_, (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 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 Agreement, 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 “**Competitive Bid #WG19-52**”, the same being expressly incorporated herein by reference, and without limitation will encompass:

**“Competitive Bid #WG19-22 – Provision of Onsite Document Scanning/Digital Image and Indexing Conversion Services for the Baldwin County Judge of Probate”.**

- 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.
- 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. 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.

- XVIII. Termination of Services. The COUNTY or PROVIDER may terminate this contract, with or without cause or reason, by giving thirty (30) 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.

- XIX. Compensation Limited. The compensation to be paid to the PROVIDER shall be the full compensation for all work performed by PROVIDER under this Contract. Any and all additional expenditures or expenses of PROVIDER, not listed in full within this Contract, shall not be considered as a part of this Agreement and shall not be demanded by PROVIDER or paid by COUNTY.
- XX. Direct Expenses. Compensation to PROVIDER for work shall be paid \$\_\_\_\_\_. Said compensation shall be all inclusive, including without limitation, reimbursement of all cost, incidentals and operating expense 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 for twelve (12) months and commence immediately upon the same date as its full execution, with an option to issue two (2) twelve (12) month contracts, or extend the first contract until such time that a new contract can be bid and awarded. Any additional contract or extension will be at the same prices, terms and conditions. Any successive contract(s) must have the written approval of both the County and the Vendor no later than thirty (30) days prior to the expiration of the original contract. [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 on 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, 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 of this Contract.

- XXV. Number of Originals. This Contract shall be executed with three originals, all of which are equally valid as an original.
- XXVI. 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.
- XXVII. 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.

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

COUNTY

ATTEST:

\_\_\_\_\_  
CHARLES F. GRUBER/  
Chairman

\_\_\_\_\_  
Date

\_\_\_\_\_  
WAYNE DYESS/  
County Administrator

\_\_\_\_\_  
Date

**NOTARY AND SIGNATURE PAGE TO FOLLOW**

State of Alabama )

County of Baldwin )

I, \_\_\_\_\_ Notary Public in and for said County, in said State, hereby certify that, Charles F. Gruber, whose name as Chairman of Baldwin County Commission, and Wayne Dyess, whose name as County Administrator, are known to me, acknowledged before me on this day that, being informed of the contents of the Contract for Professional and Construction 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 official seal, this the day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Notary Public  
My Commission Expires

**PROVIDER:**

***Insert Providers 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 \_\_\_\_\_, 2019.

\_\_\_\_\_  
Notary Public  
My Commission Expires