

REQUEST FOR PROPOSALS
for a Routing Application System for the
Baldwin County Solid Waste Department

I. GENERAL INFORMATION TO VENDORS

INTRODUCTION

The Baldwin County Commission is seeking proposals for the procurement of a Geographic Information System (GIS) HTML and JavaScript website for viewing of mapping information and a dashboard for entering and printing of Solid Waste pickup addresses, stops, and routes. This website will allow the user to query data, add comments, change the background base map, navigate the map, print a map, and toggle layer visibility. Elevated authenticated users will be able to edit attributes and features. The proposal should include an outline for software, implementation services, training, compliance, maintenance, and technical support. The scope of the new system and the timeline for purchase and implementation will depend on the specific characteristics of proposed systems as well as price. The purpose of this request is to solicit detailed information from prospective vendors about their capabilities to provide such systems.

This document is a Request for Proposal (RFP) issued by the **Baldwin County Commission**, on behalf of the Solid Waste's Office to bidders who are authorized to do business in the State of Alabama. This Request for Proposal presents the functional requirements for a GIS based software extension utilizing Environmental Systems Research Institute (ESRI) technology and an internet map viewing application. It also provides general direction to the bidder in submitting a response.

SUBMISSION PROCEDURES, REQUIREMENTS

One (1) original and three (3) copies of the proposal must be received by the County prior to **2:30 P.M., (Central Standard Time) on August 18, 2015**. All copies of the proposal must be under sealed cover and plainly marked. **No emailed or faxed proposals will be accepted.** Proposals should be delivered or mailed to:

Wanda Gautney, Purchasing Manager
312 Courthouse Square, Suite 15 (mailing address)
257 Hand Avenue (physical address)
Bay Minette, AL 36507
Phone: (251) 580-2520

INQUIRIES AND QUESTIONS

Inquiries and questions should be submitted by email only to Wanda Gautney, Purchasing Manager, at wgautney@baldwincountyal.gov no later than **3:00 P. M., Central Standard Time, on August 11, 2015**. All inquiries or questions should be consolidated by each vendor and emailed prior to the August 11, 2015, deadline. All questions that are submitted will be answered and posted to the County website by 4:30 P.M., Central Standard Time, on August 14, 2015.

PRIME VENDOR RESPONSIBILITIES

Service Provider will assume responsibility for delivery of services and application performance, regardless 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.

HOLD HARLESS PROVISION

The vendor 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.

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.

CONTRACTORS AND SUBCONTRACTORS AND INSURANCE

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

COMPENSATION INSURANCE

The Contractor shall procure and shall maintain during the life of this contract Workmen's Compensation Insurance for all of his employees to be engaged in work on the project under his Contract, and, in case of any such work sublet, the Contractor shall require the Subcontractor similarly to provide Workmen's compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Workmen's Compensation Insurance. In case a class of employees engaged in hazardous work on the project under this contract is not protected under the Workmen's Compensation Statute, the Contractor shall provide and shall cause each Subcontractor to provide adequate employer's general liability insurance for the protection of such of his employees as are not otherwise protected. The Baldwin County Commission, its Departments and its employees shall be named as additional insured.

CONTRACTOR'S PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

The Contractor shall procure and shall maintain during the life of this contract a Comprehensive Liability Policy providing bodily injury and property damage coverage on an occurrence basis including damages arising from blasting explosion or collapse, mechanical equipment digging in streets or highways, and including completed operations, independent contractors and contractual general liability. Insurance shall be contractual general liability \$500,000.00 per occurrence bodily injury and property damage; \$5,000 per person medical payments or medical expense; \$500,000.00 per occurrence bodily injury and property damage; \$5,000 per person medical payments or medical expense; \$500,000.00 personal and advertising injury; \$50,000.00 fire damage (any one firm); \$1,000,000.00. The Baldwin County Commission, its' Departments and its employees shall be named as additional insured.

AWARD PERIOD

It is the intent of the Baldwin County Commission to award this contract for a twelve (12) calendar month period. However, the Baldwin County Commission may, at their option and in agreement with the Successful Bidder, renew the contract for up to two (2) additional years, in twelve (12) month increments. The Baldwin County Commission will, in writing, notify the Contractor thirty (30) days prior to expiration of the 2015 contract with its intent to extend the contract.

It is the County's intent to award the bid to one Vendor.

PROPOSAL EVALUATION AND SELECTION PROCESS

The **Baldwin County Commission** will review all proposals with particular emphasis on the following:

- Solution must be running in a Windows Server 2008 (or greater) based environment, utilizing a 2008 (or greater) Enterprise edition SQL Server Relational Database.
- Vendor is currently an esri ASP (Application Service Provider) for ArcGIS Server Standard (or greater)
- Vendor's ability to support and provide additional technical support services not related to hosting.
- Vendor's responses to the "Required Specifications".
- Ability to complete installation of the system within one-hundred & eighty days (180) of awarding of contract.
- Availability of vendor support team for trouble shooting and ongoing consultation with the **Baldwin County Commission**.
- Conformance to required contract provisions.
- Company size, financial strength, and stability.
- Service aspect of proposal.
- Implementation and training program and commitment.
- Vendor's ability to assist in the technological migration to their system.
- Warranty of the completed system.
- Vendor's previous record of performance and service, including available support.
- Ten or more references of clients in the State of Alabama for hosting of clients data utilizing esri ArcGIS Server Standard software.

VENDOR INFORMATION AND FUNCTIONAL REQUIREMENTS

EXECUTIVE SUMMARY

Please provide an Executive Summary written in non-technical language describing your scope of services and understanding of this proposal. The Executive Summary should not include pricing of any kind.

COMPANY PROFILE

Describe your company, including but not limited to, its years in business, general markets its services, number of clients using the software you are proposing for administration, and any distinctiveness of your company relating to the not-for-profit government computing marketplace. The County, at its option, may require a vendor to provide additional support and /or clarify requested information.

REFERENCES

Include ten or more references of clients in the State of Alabama that your company currently provides technical services on an ongoing basis. (Attach additional sheets as necessary). For each reference include:

- agency name
- contact name
- physical address
- telephone number
- email address
- date of installation
- model of system(s) installed
- brief summary of the system architecture

Include ten or more references of clients in the State of Alabama similar to us for which your company has installed **Public/Private Facing GIS viewer** (Attach additional sheets as necessary). For each reference include:

- agency name
- contact name
- physical address
- telephone number
- email address
- date of installation
- model of system(s) installed
- brief summary of the system architecture

TECHNOLOGY

Describe the computing hardware and database you propose to use to operate your software systems. Keep in mind Baldwin County's requirements for Microsoft Operating Systems, SQL Server Database software, and Server Virtualization in addition to security technologies. List any additional "other vendor" support products required to support the recommended computing environment and/or your proposed application software. The County will be responsible for purchasing the hardware

separately. Please provide detailed specifications and quantities of servers required to support your applications including development, testing, training, production and web.

The vendor should explicitly state the name of any third-party products that are part of the proposed solution to the County's list of requirements. For each third-party product, there should be a statement about whether the proposer's contract would encompass the third-party product and/or whether the County would have to contract on its own for the product.

IMPLEMENTATION

Please describe your implementation methodology, client/vendor roles and responsibilities for the implementation and necessary client resources for a successful implementation. Please also provide a detailed implementation plan. This information must include:

- Project organization chart
- Detailed implementation methodology
- Implementation plan, including estimated time-frame and deliverables for each stage of the project
- Expected number of County employees required at different stages/modules of the implementation process and for ongoing support.
- Level of expertise (e.g., novice, proficient or advanced) required of County staff for implementation of the software.

TRAINING

The proposer must provide a detailed plan for training.

- Overview of proposed training, including options for on-site or training center services, end users and data processing personnel
- Sample training manual or class outlines
- Describe your company's training methodology and primary concepts used.
- Describe training assessment and evaluation procedures.

ON-GOING MAINTENANCE AND SUPPORT SERVICES

Describe services and support available after completion of implementation.

- Hotline assistance (hours available, normal response time after initial call made, support communication capabilities [telephone, fax, Internet] remote diagnostic capabilities, billing for assisting, etc.).
- Problem reporting and resolution procedures.
- Delivery method of future upgrades and product enhancements (include history of frequency of upgrades for major modules.
- Describe the documentation you supply.
- Define any special plans defining "levels" of customer support.
- Describe the participation clients have in the selection and design of features going into your future products and services.

FUNCTIONAL REQUIREMENTS KEY

All replies to this proposal’s specifications and requirements must include a separate YES or NO response in the space provided to the left of each individual numbered or lettered specification indicating whether the proposed system provides the required capability, feature or function described in the specification. In items where a particular brand name or model of hardware is specified a different brand or model, equivalent or better in quality, may be submitted.

Proposals that do not meet, prove equal to, or exceed all of these minimum required specifications are subject to rejection. Proposers stating “equal to” or “exceeds” on an individual specification must provide documentation to support that statement and note it on the “Exceptions” page of this document for each respective system. Failure to submit this required documentation may result in rejection of the proposal.

Fill in the blanks “Yes” if meeting or exceeding the numbered specification(s) and “No” if exception(s) is taken to the numbered item. A checkmark will not suffice. **This form must be correctly completed and returned in order to constitute a valid proposal, including the signature of an authorized company representative. Failure to do this will subject your proposal to rejection. All “No” answers must be fully explained in the “Exceptions” section of this document.**

1.0 MAP VIEWER AND MANAGEMENT DASHBOARD STATEMENT OF WORK

YES/NO	NUMBER	<u>KICKOFF MEETING & DATA INTEGRATION:</u>
<input type="checkbox"/>	1.1	Travel onsite to county offices.
<input type="checkbox"/>	1.2	Experience with import/export of data between esri, MSSQL, & external applications.
<input type="checkbox"/>	1.3	Experience using Garmin GLO and other Bluetooth GPS devices in conjunction with esri’s Collector for ArcGIS application on iOS and/or Android.
<input type="checkbox"/>	1.4	Actively have customers utilizing esri’s Collector for ArcGIS application for data acquisition in both online & offline modes.
<input type="checkbox"/>	1.5	Ability to host ArcGIS Server web services for use in esri’s Collector for ArcGIS application.
<input type="checkbox"/>	1.6	Must have the ability to work with GIS data formats such as shapefiles, coverages, SDE (Spatial Data Engine), personal and file geodatabases.

1.7 Ability to work with the county’s vendor in Solid Waste called Encore.

1.8 Must integrate with the county’s existing E911 feature classes.

1.9 Must have the ability to display Baldwin County’s digital parcels and other planimetric feature classes.

1.10 Must utilize MSSQL reporting services.

1.11 Must be compatible with esri.

1.12 Must have configurable/customizable advanced reports.

1.13 Must have the ability to display map scale

1.14 Must have the ability to filter search results in order to decrease record search returns.

1.15 Must be able to provide additional technical support outside for hosting that will allow for maintaining link and integration between Encore and esri (Collector for ArcGIS, Server, desktop).

1.16 Must have the ability to provide updated data in a timely manner.

1.17 Must have the ability to print maps.

1.18 Must be compatible with esri ArcGIS Online. Vendor must also be in the “ArcGIS Online Specialty” program with esri.

YES/NO

NUMBER

SECURITY MODEL

1.19 Must be experienced with database design concepts

1.20 Must have Users and Roles feature to allow Users into a specified Role

1.21 Creation of security web service

1.22 Must authenticate user by name and password

1.23 Check for password timeout

- Password reset every 90 days
- Password must follow password rules
- Password must be different
- Password reset form

1.24 Capture and log user login information

- User's IP address
- Computer name/device make and model
- Device OS
- Log in date
- Number of failed attempts

1.25 Multilevel Security based on roles (admin, admin manager, regional manager, editor, viewer)

1.26 Site must only be accessible through the login portal

YES/NO

MANAGEMENT DASHBOARD:

Allow admin role user to manage users and roles

1.27

- Add new users & roles
- Reset a password for a user
- Modify role access for functions
- Disable a user
- Change user's role
- Delete a user
- Check log in logs

1.28 Allow admin role users to manage reports

1.29 Allow admin role users to manage queries

YES/NO

MAP VIEWER:

1.30 Designed in JavaScript& HTML

1.31 Must be designed to function on mobile devices (Android and iOS)

1.32 Ability to Zoom in and Zoom Out

1.33 Ability to Pan

1.34 Allow the user to change the background basemap

1.35 Ability to display identified features into categories with headers using html and CSS styling

1.36 Ability to query web services from ArcGIS Server.

1.37 Must have an Google Street view integrated

1.38 Must have Table of Content with legend and ability to turn on/off layers

1.39 Must have ability for custom queries and reports such as:

- Stops without customer
- Customers without stop
- Customers 90 days delinquent
- Customers 120 days delinquent
- Service requests by service type

1.40 Must have the ability to set the transparency of GIS layers.

1.41 Must have the ability to display map scale

YES/NO

MAP EDITING:

1.42 Must be web based with ability to editing via desktop through ArcGIS for Desktop Standard (or above) software if so desired.

1.43 Ability to modify feature attributes such as customer ID



1.44 Ability to link stops to addresses using a lasso tool



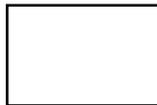
1.45 Ability to create stop id, address id, and a connector line joining stops to addresses



1.46 Route sequencing using line section and display form for auto sequencing for begin and end route stops sequence numbers



1.47 Ability to add comments on the map



1.48 Ability for the Baldwin County Solid Waste department employees to collect stops and other features both in the field using Collector for ArcGIS and/or the Web application in the office. Baldwin County Solid Waste employees Plan to initially collect and maintain all data required for this project.

II. VENDOR PROPOSAL RESPONSE

RESPONSE FORM

Date: _____

Company Submitting Proposal: _____

Address: _____

Contact Person: _____

Office Telephone: _____ **Fax:** _____

Email: _____

Solid Waste Website Management System

Company & Product Name: _____

Initial Software Cost: _____

Hosting of Solid Waste Website Management System

Annual Support Renewal Cost: _____

Additional Support for Technical Services

Company & Product Name: _____

Annual Support Renewal Cost: _____

Total Year 1 Price: _____

Total Year 2 Price: _____

Total Year 3 Price: _____

Printed name & title of person submitting proposal:

Signature of person submitting proposal:

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 employs, 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 a Routing Application System for the Baldwin County Solid Waste Department”.

- 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 Contract and shall not be demanded by PROVIDER or paid by COUNTY.

XX. Direct Expenses. Compensation to PROVIDER for work shall be \$_____. 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 and commence immediately upon the same date as its full execution, and same shall terminate upon either the expiration of _____ days or upon a written notification thereof received by either party within the required thirty (30) 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.

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

_____/_____
RONALD J. CINK, /Date
Budget Director/Interim County Administrator

State of Alabama)

County of Baldwin)

I, _____, a 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 Ronald J. Cink, whose name as Budget Director/Interim County Administrator, 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 _____, 2015.

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 _____, 2015.

Notary Public, _____
My Commission Expires