

## **REQUEST FOR PROPOSALS FOR PROPERTY TAX SOFTWARE SOLUTION FOR THE BALDWIN COUNTY COMMISSION**

The Baldwin County Commission is requesting proposals from prospective vendors to supply the best available property tax software solution to meet our needs. Vendors are encouraged to initiate preparation of proposals immediately upon receipt of this RFP for all relevant questions and information needs to be identified and answered, and to allow adequate time to prepare a comprehensive and complete response. Please note that this RFP does not constitute an offer but rather a request for offers from vendors.

### **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 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 HARMLESS PROVISION**

The service provider shall at all times indemnify and hold 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 suit 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 the fact that they are presently licensed and permitted under Alabama law. Such non-confidential evidence or documentation is encouraged to be submitted with the Bid Package.

**All vendors, contractors and the 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](http://www.baldwincountyal.gov)**

**All 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.

### **GENERAL SUBMISSION INFORMATION**

Baldwin County intends to award a contract to a qualified contractor for the services. The proposal should address the contractor's capabilities for performing all aspects of the desired services while presenting specific project information and substantiating the contractor's methodologies and approach for completing the services requested.

### **SUBMISSION PROCEDURES, REQUIREMENTS**

One original and three (3) copies of the proposal must be received by the County prior to **2:00 P.M., (Central Standard Time) on December 17, 2021**. 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 Director  
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](mailto:wgautney@baldwincountyal.gov) no later than **2:00 P.M., Central Standard Time, on December 8, 2021**.

### **PREPARATION COST**

The County shall not be responsible for proposal preparation costs, nor for costs including attorney fees associated with any (administrative, judicial, or otherwise) challenge to the determination of the highest-ranked Proposer and/or award of contract and/or rejection of proposal. By submitting a proposal each Proposer agrees to be bound in this respect and waives all claims to such costs and fees.

### **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.

### **EXAMINATION OF PROPOSALS**

Proposers should carefully examine the entire RFP and all related materials and data referenced in the RFP. Proposers should become fully aware of the nature of the services and the conditions likely to be encountered in performing the services.

### **EXCEPTIONS**

It is the intent of the County to award a contract on a fair, competitive basis. For this reason, the County may view the notation of any 'Exception' in response to any material conditions or requirement of the RFP as an attempt by the vendor to vary the terms of the RFP which, in fact, may result in giving such vendor an unfair advantage over other vendors. The County may, at its option, disqualify proposals in which the exceptions alter the overall intent of this RFP. The County requires each vendor to provide a list of exceptions taken to this RFP. Any exceptions taken must be identified and explained in writing. An exception is defined as the vendor's inability to meet a requirement in the manner specified in the RFP. If the vendor provides an alternate solution when taking an exception to a requirement, the benefits of this alternative solution and impact, if any, on any part of the remainder of vendor's solution, must be described in detail.

### **WARRANTIES**

The County will assume that any vendor submitting a proposal in response to this RFP warrants and guarantees that the products or services designated to be supplied by the vendor are, in fact, fully capable of performing the tasks designated by the RFP. The agreement entered between the County and the vendor will contain the warranty for the vendor that any products supplied will be new and free from defects in design, materials and workmanship, and will be capable of the purpose for which the RFP was designed and published. No limitation or exception to this warranty provision will be acceptable to the County; except, it is understood that the vendor is not responsible for any problems in performance caused by improper use by the County.

### **PRODUCT SUBSTITUTIONS**

The County recognizes that technology may change during the term of the contract. Therefore, the County may accept changes to the specifications for the application software. The vendor should give the County thirty (30) days advance notice in writing of any changes to the original proposal

specifications. The County reserves the right to accept or decline the specification changes and will indicate the decision in writing to the vendor and reserves the right to terminate the contract if the proposed substitutions are not judged to meet the County's requirements.

### **CONFIDENTIALITY**

The content of all proposals will be kept confidential until the selection of the Consultant is publicly announced. At that time, the selected proposal is open for review. After the award of the Contract, all proposals will then become public information.

### **LATE SUBMISSIONS**

Proposals not received prior to the date and time specified in this document will not be considered and will be returned unopened after recommendation of award.

### **REJECTION OF PROPOSALS**

The County reserves the right to reject any and all proposals if determined to be in the best interest of the County.

### **CONTRACT PERIOD**

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) additional 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 extensions will be at the same prices, terms and conditions as the original contract.

### **INFORMATION PROVIDED BY THE COUNTY**

Disclaimer - The vendor must perform its own evaluation of all information and data provided by the County. The County makes no representations or warranties regarding any information or data provided by the County.

### **PROPOSAL PREPARATION GUIDELINES**

#### ***Instructions to the Vendor***

This section of the RFP provides specific instructions as to the format and content of the proposal. Proposals should include all data and information required by this RFP. Proposals should address and follow the numerical sequence of the specific information requested by these instructions. Nonconformity with the instructions may be cause for rejection of the proposal.

The proposal for the property tax software solution should be clear, coherent, legible, and prepared in sufficient detail for effective evaluation by County staff. The vendor should assume that the evaluation team has no previous knowledge of this technology and will base its evaluation on the information presented in the proposal. Emphasis should be placed on brief, complete and factual data in the areas, which are set forth in the RFP. Content and quality are more important than quantity.

The items in the Technical Requirements Section are generally phrased as statements. The vendor must use the proper response code and provide the required comments to address each statement.

The entire set of documents contained in this package constitutes the RFP. The vendor must respond to this RFP with all information necessary to properly analyze the vendor's response. Vendor's notes and comments may be rendered on an attachment, provided the vendor includes a reference to the RFP topic number.

### ***Proposal Content***

Baldwin County desires all vendor proposals to be identical in format in order to facilitate comparison. While Baldwin County's format may represent a departure from the vendor's preference, Baldwin County requests strict adherence to the format. The table of contents for the proposal should be as follows:

#### **Submittal Table of Contents**

- Cover Letter
- I. Introduction
  - a. Executive Summary
- II. Firm Profile and Qualifications
  - a. Vendor Profile and Overview
  - b. Qualifications and References
  - c. Key Personnel Assignments
- III. Vendor's Response to Requirements
- IV. Vendor's Proposed Solution
- V. Cost Schedules
- VI. Other

The following details the information required for each section, as outlined above. The vendor must ensure that all requested items are included in the response. All parts of the response must be submitted in hard copy form.

### ***Executive Summary***

Provide an executive summary of the vendor's proposal. The summary should highlight aspects of this proposal which make it superior or unique in addressing the needs of Baldwin County.

### ***Vendor Profile and Overview***

Provide a concise description of your company, including origin, background, and current size (e.g., annual revenues, number of full-time employees, etc.). Include information concerning general organization and staffing, and experience of the

company in software systems for jurisdictions of similar size and complexity as that of Baldwin County.

If the vendor is comprised of multiple independent divisions with separate lines of business, also provide size, financial, and experience information for the division that will be involved in this contract. Failure to include financial information will be grounds for disqualification of a vendor's proposal.

Provide a summary describing the vendor's area(s) of expertise and resource capabilities as they relate to this proposal. In addition, please describe how you feel that your product, from a technical and functional perspective, is the best fit for the Baldwin County environment. Describe the distinguishing features that Baldwin County should know about your company and your product.

In addition, the structure of the arrangement between the vendor acting as prime contractor and any other vendors must be fully described in detail. Full profiles and overviews of subcontracted vendors must also be submitted as part of this section.

**Financial Information:**

Each vendor should supply the following financial information or acceptable substitutes to establish their financial viability. Baldwin County may require further financial information at a later date.

- Latest Audited Annual Report
- Latest Quarterly Report
- Dun & Bradstreet and/or Standard & Poor's rating
- Key Financial Officers and their telephone numbers

**Qualifications and References**

Provide a list of at least three (3) current installations of the proposed products that are currently in production. These references should best demonstrate your ability to perform the work as described in this RFP and should include the modules described in your solution for Baldwin County. If the responding vendor is partnering with another vendor to facilitate a complete solution, these references should reflect experience of the partnered firms in providing a solution. For each installation provide the following information:

- City / County Name
- Brief Engagement Description
- Start / Completion Date
- Contact Person
- Address

- E-mail Address
- Telephone Number
- Modules Found at That Location
- Number of Users
- Software Installation Date
- Approximate population of municipal area and number of customer accounts
- Hardware (client and server hardware)
- Operating System
- Cloud Hosting System
- Database Management System

Names of any vendor staff who worked on the project who are also proposed to work on Baldwin County's project are also required. Furthermore, similar references must also be provided for any additional subcontracted vendors included in the proposal.

***Key Personnel Assignments***

Provide information summarizing the qualifications and experience of key personnel who will be assigned to this project. In addition, please include information on the personnel assigned to conduct training for County employees on the new system. The information is to include the following information:

- Name
- Position title on this project (e.g., project manager, team leader, training, etc.)
- Job classification (e.g., manager, programmer, product manager, etc.)
- Listing of three assignments which best demonstrate his/her ability to perform the indicated project assignment, with a brief description
- Minimum number of hours guaranteed to be assigned to the project

***Vendor's Response to Requirements***

Hard copies of all requirements can be found in the Requirements portion of this document. Hard copy responses must be submitted as part of the vendor's proposal. A detailed description on completing this portion of the RFP can be found in the Requirements section (Section 7) of this document.

***Vendor's Proposed Solution***

Vendor should address each item in the same order as requested in the Vendor's Proposed Solution

***Cost Schedules***

Vendor must provide cost information in the format outlined below. A description of the cost information, that is required in each schedule, follows the required format outline.

**Cost Statement:** This statement should note the specific hours and costs pertaining to proposed prime contractor and subcontractor staff. Any assumptions made by the vendor in preparing the

required cost schedules should be documented in this statement. This cost statement should reflect the vendor’s implementation plan objectives.

**Format for Preparing Cost Schedules** – Costs for all products and services must be provided in detail using the format listed below.

**I. Total Cost**

(Use the sum from items II through VI to give total costs for a 3-year period.)

**II. Cost of Baseline Software**

- Component Name
- Release Number
- One-time Cost Amounts

(This should be a firm cost associated with the functionality required for the county)

**III. Cost of Modifications**

- Module
- Requirement References
- Cost

(The County wishes to minimize the amount of customization although it understands some may be required. For all requirements where there will be an additional cost for customization to meet a requirement, please provide a firm fixed price. This should be itemized by requirement reference number. If possible, to group the customizations to achieve economies and therefore reduce the overall cost, please do so and explain your approach.)

**IV. On-Going Maintenance**

- Yearly Cost (for 3 years)

(The County intends to obtain on-going maintenance from the selected vendor to address future enhancements and support. Please provide the cost for this maintenance as it would pertain to the County’s proposed software itemized for each year for a term of three years. Note: The County does not intend to begin payment of Maintenance until proposed system is “live”)

**V. Implementation**

- Type (i.e., Project Management, Interfaces, Conversion, Training, Documentation, etc.)
- Level of Personnel (i.e., Manager, Designer, Developer, Trainer)
- Estimated Hours
- Hourly Rate
- Total Cost

(The County intends to have the selected vendor provide implementation assistance. For all areas of areas of assistance please provide a cost line in this cost schedule to include hourly/daily rates for individuals which would be involved in the project. The County expects these rates to be fixed for a period of 24 months from the time the project starts. It is intended that during the initial planning phase of this project the selected vendor and the County will jointly determine a more exact set of roles and responsibilities for County and vendor personnel.)

**VI. Other Costs** – including but not limited to:

- Other software costs
- Travel

(Itemize all other costs that are necessary to successfully complete the project)

**Other**

Include any other information the vendor desires as part of the proposal (i.e., marketing materials).

**Evaluation of Proposals**

***Evaluation Methodology***

Proposals will be evaluated based upon the vendor’s perceived ability to deliver a functional solution, meeting the County’s specifications in a timely manner with a minimal amount of risk. Baldwin County reserves the right to modify the evaluation criteria or waive portions thereof.

Responses to the RFP will be the primary source of information used in the evaluation process. Therefore, vendors are advised to be as complete as possible in their responses. The County reserves the right to contact a vendor to clarify any response, contact any current or past users of the vendor’s system, visit any of the vendor’s installations, and solicit information from any available source concerning any aspect of a vendor’s response.

It is anticipated that the County and the selected vendor will enter into final negotiations to contract for the selected product. The vendor’s proposal will become an integral part of the contract. Therefore the County shall expect the vendor to perform in accordance with the proposal.

The vendor’s proposal, excluding cost, will be evaluated first. The cost will then be incorporated into the evaluation to determine a preferred vendor. The county will seek the “best overall proposal” not necessarily “the lowest responsible bidder”.

**Evaluation Criteria**

The evaluation criteria that will be used to score the information provided by the vendor are listed below and will be rated on a scale of 1-3:

- Requirements – This will include an evaluation of the vendor’s ability to provide the functionality that the County desires in the new system
- Vendor’s Proposed Solution – This will include an evaluation of the vendor’s proposed solution and the likelihood of a successful high quality and timely implementation.
- Financial Stability and Longevity – This will include an evaluation of the vendor’s financial strength and long-term viability.
- Cost – This criterion will be an evaluation of the total three (3) year cost of the proposed system (to include acquisition, operating, and maintenance costs).
- Interoperability – The proposed system will be evaluated on how well it will interface with the county’s existing software and operate on the county’s existing infrastructure
- Reference Checks– The proposed system will be rated according to information obtained during reference checks.

An unsatisfactory evaluation on any on the above criteria may be cause for disqualification of the proposal.

## **Vendor's Proposed Solution**

The vendor must present, in detail, the features and capabilities of the proposed application software and describe how it will meet the objectives of the project. In addition, the vendor should include a description of any features, or value-added components, included or available in the proposed software that has not been specifically requested in the RFP.

Vendors are encouraged to elaborate on the following items. However, please organize responses in the same order as this section.

### ***Application Software***

Provide a general description of the application program product and how it will meet the requirements of this RFP. Please include an explanation for each component tier.

A description of any third-party software that is required to support the vendor's proposed solution must be provided. Also, vendor should indicate whether the County must contract with the third party or if the third-party software is provided by the vendor. In addition, if the vendor provides the third-party software indicate if there are any restrictions on the use of the third-party software, or on maintenance and support, or warranty.

### ***Releases***

- Describe the vendor's release strategy.
- How many releases per year?
- What update utilities are provided to help in the migration to the new release?
- How does the vendor determine new functionality requirements to include in future releases? For example, are user groups utilized?
- What is the forum for the County being able to direct and dictate future functionality updates?
- What is the current software release?
- What release is the vendor proposing?
- When will the next release be available?
- How often are new releases made available?
- How is the introduction / availability of new releases communicated to customers and how far in advance are customers notified that the new release will be available?

### ***New Release - Quality Assurance***

The vendor should describe the quality assurance process used prior to the installation of new releases.

### **Customization**

If the proposed system requires customization to meet requirements, how does the vendor propose to provide support for customized portions of the software?

### **Hardware, Operating System, and System Architecture**

#### **Hardware Environment**

Provide a complete description of the recommended computer equipment. This description should include at least the following:

- A brief summary of the server manufacturer, model, and model position in the related product family.
- A list of all necessary computer equipment components required to provide optimal performance. Specification of the PC configuration the vendor recommends and the minimum configuration to run the software.
- Specification of the recommended networking architecture to support the vendor's proposed solution.
- Sizing recommendation (including):
  1. Processors
  2. RAM
  3. Disk storage
  4. Bandwidth (infrastructure)

The County retains the option to select an alternative hardware platform, if such action is determined by the County to be in the County's best interests.

#### **Operating System**

Identify the operating system that is supported by the proposed applications software and the proposed database management system in the hardware environment recommended above. In the event there are multiple operating systems available, list all options. List any operating system software support products required to support the recommended computing environment. List any additional software products required to support your proposed application software.

#### **System Architecture**

Supply a detailed statement of system architecture, including but not limited to descriptions of the following:

- Presentation/user interface
- Application/business rules and logic
- Data access and data storage system components

- Component coupling
- Program module architecture for key programs

Note: Please detail whether each component or a combination of components are capable of running on separate platforms and whether standard or proprietary interfaces are used between components. Components that have alternative implementations should be noted. The hardware requirements of each component should be stated.

### **Infrastructure Requirements**

Vendor should provide the following information in detail as part of their proposed solution:

- Include details on hardware, not described elsewhere, that is necessary for both development and production.
- System network definition overview
- Development environment specification
- Production environment specification
- Infrastructure architecture

### **Standards Compliance**

Provide a list reflecting compliance to industry standards (e.g., TCP/IP, OSF, SQL, etc.)

### **Implementation Plan**

The vendor must provide a detailed implementation plan for the proposed software. The implementation plan will include a delivery schedule as well as a recommended timetable for installation and implementation of the proposed system. The vendor will describe major project milestones, the major deliverables, and provide a schedule showing approximate deliverable dates, arranged chronologically, using as the initial start date for the project. The vendor should indicate if any third parties are needed in order to implement the proposed solution. Also, describe the vendor's recommended approach for transition from the current tax systems to the vendor's proposed solution. The vendor should provide a proposed project organization structure for implementation.

This should clearly define the roles, responsibilities, and staffing levels that are recommended for a success and timely implementation.

### **Continuing Support and Maintenance**

Specify the nature of any post-implementation support provided by the vendor, and the County's involvement associated with this support including:

- Telephone support
- Remote support
- Delivery method of future upgrades and product enhancements
- Availability of user groups

### **Data Conversion**

The County recognizes that existing data will need to be converted to the new systems resulting from this project. The County plans to work with the selected vendor to determine the optimum amount of data to be converted. Please include an hourly rate for conversion services in your proposal.

### **Interfaces**

The system will require sharing of data with other County systems that are not part of this procurement. The implementation of automated data interfaces between systems supplying data to the proposed system (i.e. source systems) and systems obtaining data from the proposed system (i.e. destination systems) is a critical and essential part of this project. The ability to interface with these systems are essential.

The vendor is expected to work closely with the County in developing the interface requirements and specifications. In addition, the vendor will be expected to apply appropriate validation and integrity checks to ensure the completeness and accuracy of the data supplied by the source systems and supplied to destination systems.

In this section of the proposal, the vendor will describe its recommended approach to addressing interface issues. Include an estimate of the analysis time needed to define an approach to each interface based on the interfaces the County has described and based on their experience in working with other customers.

### **Training**

The new system will result in the need for application software training for County user and technical staff. In this section of the proposal, the vendor will discuss the proposed approach for training staff impacted by the new system. Include a brief description of the information covered and the intended audience. Vendors must include a detailed training schedule. Indicate the costs in the Cost Schedules.

### **Documentation**

The County believes in the need for current, clear and complete technical and user documentation. In this section of the proposal, the vendor will discuss the documentation to be included as a project deliverable. This should include:

- Type of documentation to be provided
- Number of times each document was updated within the last two years
- Number of copies provided of each type of documentation
- Methods to update documentation for future releases
- Methods to update documentation for system modifications

### **Acceptance Testing**

The County expects the vendor to participate in testing the new system. It is important that the County understand the test protocols and procedures recommended by the vendor. In this section of the proposal, the vendor will describe suggested methods for acceptance testing of the new system. In addition, include a description of the vendor's suggested method for simulating users and network traffic, to test full load performance. The County retains the right to negotiate alternative acceptance tests and to include specific performance requirements and milestones in the final contract.

## **System Maintenance**

The County is concerned with the future maintainability of the software provided by the vendor. The County intends to rely on the vendor for ongoing maintenance releases of all proposed software modules.

Accordingly, in this section of the proposal, the vendor must describe how future updates will be applied, in modified or unmodified form. In particular, the vendor should explain how future system releases or revisions will be provided and how compatibility to the standard version of the package software will be assured should functional modifications be made by the vendor.

## **Change Control Policy/Methodology**

The vendor shall propose change control policies and procedures. These policies and procedures will specify how increases and decreases in scope of work will be monitored and reported. These procedures must also specify how the vendor will request and justify changes in vendor compensation due to work scope modification. The County reserves the right to approve or request a change to the proposed policy/methodology.

## **Performance Characteristics**

In this section, the vendor will discuss the performance characteristics (response time, etc.) of the software applications being proposed, assuming that the vendor's recommended computer solutions are implemented, and assuming that no other applications are being run on the recommended computer equipment. The vendor will be expected to include system performance standards as part of the contract, and such standards will become an element of acceptance criteria for the system.

## **Flexibility**

The system should be designed with the recognition that the County will have ever-changing requirements. As such, it should have the ability to utilize a database management system to perform administrative computing functions.

The vendor should describe how flexibility is provided in meeting the County's external and internal management reporting requirements. Also, describe how the vendor's proposed solution will provide user-controlled sequence, frequency, and content specification for production reports. Explain how the system provides a modern report/retrieval system for ad hoc report requests or the availability of an end-user report/retrieval facility associated with the database product. Include examples of reports that can be easily produced by the system.

## **System Security**

Provide a description of how the vendor's proposed solution provides system and application security controls in order to prevent unauthorized use of the database, restrict access to the database, maintain database process controls, and log all database transactions. In addition, explain how the vendor's proposed solution will provide security to limit availability to application software screens, data elements, and the contents of data elements, where appropriate.

### **Audit Trail**

Describe in detail the audit trail capabilities of the proposed system.

### **Process Controls**

Describe how the proposed system provides the following process controls:

- Comprehensive edit controls which, for example, prevent incomplete or incorrect data from being processed.
- Programmatic control of the process flow to prevent information from being processed in the wrong sequence.
- Processing cycles completed in a logical, prescribed order.
- Integrity of data entering the database, safeguarded through editing criteria.

### **Operational Efficiency**

Describe how the proposed system satisfies operational efficiency from both a technical and a functional perspective.

Technical efficiencies can be achieved through modern development methodologies and programming techniques, and through the utilization of a well-defined applications specific database management system.

Functional efficiencies can be achieved by providing on-line, real-time, data inputting, scheduling and table maintenance, error correction, workflow management, and management reporting capabilities in control of the end-user.

### **Database Software**

Provide a description of the Database Management System (DBMS) that best supports your application.

### **Multi-tasking**

Describe how the proposed system permits simultaneous database accesses, permitting simultaneous access to files and queuing update requests at the record or field level when field contention prevents simultaneous updates. In addition, indicate the method used to permit concurrent processing of batch and on-line jobs accessing the same data files and database.

### **Logging, Restart, and Recovery**

Describe how the proposed system provides database restart capabilities, as well as database access activity logging and back out.

### **Administrative Tools**

Describe any administrative tools included with the system.

### Data Import Utility

Describe how the proposed system includes a data import utility, which permits transferring data from other data files into the database.

### End-User Query Facility

Describe how the proposed system has end-user query facilities, which permit easy access to the information in the database.

### Technical Requirements

Technical Requirements must be provided in this section of the proposer's proposal. The following response key code must be used when responding to the requirements:

Y	Meets Requirements
E	Meets requirements in another manner
RW	Meets requirements with the use of a "report Writer".
F	Functionality available in a future release
MN	To be modified, at no cost, to meet requirement
MC	To be modified, for a fee, to meet requirement
N	Will not meet requirement

Proposers must use only one code per requirement. Any requirement that is answered in any other way will be treated as a negative, non-response. Proposers may utilize the comments column to add detail of how the solution meets each requirement, cross-referencing specific requirement numbers. Proposers should place the response code in a separate column in bold type. The proposals submitted, including requirement responses, will be attached to the software license and implementation services contract.

All responses that indicate meets requirement, configurable or customizable functionality should be included in the costs submitted in this proposal. In addition, customization costs should be broken out by specific requirement. Functionality available in future versions should not be considered during response to the requirements in this proposal.

**Response Codes:** Y - meets requirements, E - meets requirements in another manner, RW - meets requirements with use of a "report writer", F - functionality available in future release, MN - to be modified at no cost to meet requirement, MC - to be modified at a cost to meet requirement, N - will not meet requirement

Item	Requirement Description	Response	Comments
	<b>General</b>		
1	All historical data is to be converted to the new system		
2	Rounding of final values to any user specified value (e.g. 100)		
3	Compliance with rules and regulations of Alabama Department of Revenue, State Treasurer, and other controlling entities		

	<b>Mapping</b>		
1	Enter information from deeds and other documents to update real property		
2	Change forms to include name and address of new owners, reason for change, legal description, previous owner name, subdivision, deed reference and date, mapper ID, date of update, etc.		
3	Interface with Delta Computer System's deed software		
4	Store and recall document images		
5	Link document image to parcel(s)		
6	Tool to generate new subdivision parcels with minimum effort		

7	Allow updates to current and future year		
8	Upon update, allow mapper to choose routing of assessment change request as necessary		
9	Print mapping change forms		
10	Print deed log		
11	Inquire and/or list all change forms by various selections including parcel, subdivision, mapper ID, etc.		
12	Convert all current and historical change forms data		
13	Automatically update sales ratio file if a change in ownership is indicated		

**Response Codes:** Y - meets requirements, E - meets requirements in another manner, RW - meets requirements with use of a "report writer", F - functionality available in future release, MN - to be modified at no cost to meet requirement, MC - to be modified at a cost to meet requirement, N - will not meet requirement

Item	Requirement Description	Response	Comments
14	Automatically remove homestead exemption status if a change in ownership is indicated		
15	Maintain/list tax districts		
16	Maintain/List subdivision codes (10 character minimum)		

	<b>Assessing</b>		
1	Maintain assessment change forms		
2	Change forms to include name and address of new owners, reason for change, revised legal description, previous owner name, subdivision, deed reference and date, mapper ID, date of update, etc.		
3	Ability to track completion status for mapping, appraisal, assessing, personal property and collector		
4	Print change forms		
5	List change forms by various criteria including parcel, subdivision, date, routing/status, user ID, effective year, etc.		
6	Edit abstract using change forms		
7	Edit abstract directly without a change form		
8	Edit owner accounts and exemptions		
9	Update tax class and exemption status		
10	Log all address changes		
11	Ability for supervisor to control and limit access and processes by user id		
12	Track homestead renewals		
13	Automatically update homesteads if not renewed		
14	Ability to print homestead renewal forms and prepare and export a file for outsource printing		
15	Maintain HB783 Exemptions		

**Response Codes:** Y - meets requirements, E - meets requirements in another manner, RW - meets requirements with use of a "report writer", F - functionality available in future release, MN - to be modified at no cost to meet requirement, MC - to be modified at a cost to meet requirement, N - will not meet requirement

Item	Requirement Description	Response	Comments
16	Print letters to new owners who must apply for current use valuation		
17	Maintain Exemption codes/amounts		
18	Maintain Tax Districts/millages		
19	Maintain special assessments		
20	Enter public utilities from state		
21	Generate tax bills		
22	Prepare tax abstract and export data to state		
23	Print statement for single account		
24	Print statement for single property		
25	Export tax statement to outsource printer. Note that real property tax and personal property tax statements are combined into a single statement.		
26	Enter Credits		
27	Enter Supplements		
28	Enter Escapes		

<b>Real Property Appraisal</b>			
1	Maintain building permits		
2	Ability to import permits from external system		
3	List completion status of permits by date, user id, parcel, etc.		
4	Link permits to parcels		
5	List all changes in value by date, userid, locator, etc.		

**Response Codes:** Y - meets requirements, E - meets requirements in another manner, RW - meets requirements with use of a "report writer", F - functionality available in future release, MN - to be modified at no cost to meet requirement, MC - to be modified at a cost to meet requirement, N - will not meet requirement

Item	Requirement Description	Response	Comments
6	Parcel count by locator		
7	Print property record card including sketch from Apex and photography		
8	Update appraisal with or without using assessment change form		
9	Update neighborhood codes (15 characters minimum)		
10	Link to digital photography		
11	Process to build new neighborhoods from existing parcels by selected criteria (subdivision, neighborhood, parcel number range, etc.)		
12	Maintain Neighborhood Code and controls		
13	Neighborhood controls to include land factor by appraisal method, building factor by building classification, market adjustment percent by building classification, default pricing tables		
14	Batch remove use value designation when property changes ownership		
15	Ability to move appraisal from/to parcels		
16	Maintain lists of selected properties via data entry or by output from query		
17	Ability to run reports based on parcel list		

	<b>Land Appraisal</b>		
1	Appraise land by front foot, square foot, base value, small tract acreage, market acres, buildable units/ponds, additional site values		
2	Maintain small tract tables		
3	Allow linear interpolation of small tract values		
4	Maintain pricing and adjustment tables		
5	Allow up to 5 adjustments per land appraisal line item		
6	Calculation of use values based on tables where appropriate		

**Response Codes:** Y - meets requirements, E - meets requirements in another manner, RW - meets requirements with use of a "report writer", F - functionality available in future release, MN - to be modified at no cost to meet requirement, MC - to be modified at a cost to meet requirement, N - will not meet requirement

Item	Requirement Description	Response	Comments
7	Show historical values for reference purposes		
8	Provide for developer discounted value		
9	Provide for BOE value		
10	Batch change/update land appraisal using selection criteria		
11	Batch add/remove comment		
12	Batch add/remove adjustments		
13	Maintain land use codes including agricultural use value where appropriate		
14	Maintain depth tables/percentages		
15	Ability to mix use and market value on a parcel		

	<b>Building Appraisal</b>		
1	Enter all information necessary to complete appraisal per state guidelines		
2	Link to Apex building sketch program and update building areas form sketch information		
3	Maintain unit codes/descriptions for exterior walls, roof type, roof material, etc.		
4	Maintain structure codes		
5	Maintain depreciation schedules		
6	Maintain heating and air conditioning tables		
7	Maintain base rate tables		
8	Maintain extra feature codes and values		
9	List buildings by code, locator, dates, appraisal method, etc. Report option for detail for all buildings or summary by building code.		
10	Maintain value list of condo units by square footage		

**Response Codes:** Y - meets requirements, E - meets requirements in another manner, RW - meets requirements with use of a "report writer", F - functionality available in future release, MN - to be modified at no cost to meet requirement, MC - to be modified at a cost to meet requirement, N - will not meet requirement

Item	Requirement Description	Response	Comments
	<b>Sales Ratio</b>		
1	Maintain unlimited sales for properties		
2	List of sales by various selection criteria		
3	Allow entry of land price, building price, or total as appropriate		
4	Flag sales to be included on sales ratio report		
5	Export sales to state in prescribed format		
6	Print sales ratio report		
7	Print sales ratio report with user entered selections for land use codes, adjustment types, valuation method and other data contained in the sale file in order to segregate different classifications of property		
8	Interactive adjustment of sales with update option		
9	Display sales on map		
10	Print market trend analysis for selected time frame/neighborhood		
11	Print list of sales by various selection criteria		

**Response Codes:** Y - meets requirements, E - meets requirements in another manner, RW - meets requirements with use of a "report writer", F - functionality available in future release, MN - to be modified at no cost to meet requirement, MC - to be modified at a cost to meet requirement, N - will not meet requirement

Item	Requirement Description	Response	Comments
	<b>Board of Equalization</b>		
1	When all of the updates are complete for the upcoming tax year, all of the pertinent data is copied to a BOE snapshot library. In this library, all of the steps to produce the tax bills are completed. The BOE valuation notices are prepared showing the values and tax amounts for the upcoming year. A file is prepared and sent to an outsource printer for processing and mailing. Once this is complete, the BOE snapshot library is copied again into an BOE working Library. The snapshot library is used for inquiry purposes only without any modification allowed. The working library is used to enter any changes per the BOE outcome. The snapshot library is compared to the working to assure all updates have been entered.		

	<b>Personal Property</b>		
1	Maintain personal property renditions per state guidelines		
2	Interface with state OPPAL system		
3	List of personal property using various criteria		
4	Print renditions per the latest revision of state form ADV-40		
5	Prepare text file of rendition for export to outsource printer		
6	Maintain depreciation tables		
7	Maintain business codes and grid values		
8	Automatically add penalties and fees based on filing date of rendition and user specified adjustments (penalty and/or market addon percent)		

**Response Codes:** Y - meets requirements, E - meets requirements in another manner, RW - meets requirements with use of a "report writer", F - functionality available in future release, MN - to be modified at no cost to meet requirement, MC - to be modified at a cost to meet requirement, N - will not meet requirement

Item	Requirement Description	Response	Comments
9	Link personal property to real property in order to combine tax bills. Only selected business ID codes are included in the process.		
10	Automatically compute value based on condominium square footage.		
11	Single keystroke to all penalty and fee to all detail items		
12	Ability to penalize on a line item by line-item basis		
13	Maintain BOE value and year		
14	Batch remove BOE Values		

	<b>Collections</b>		
1	Maintain Exemption codes/amounts		
2	Maintain Pay to Codes/Names		
3	Maintain allocations for salary, supernumerary, reappraisal, etc.		
4	Enter Collections		
5	Pay off single parcel		
6	Pay all parcels by owner account		
7	Edit collection record within allowed controls		
8	Reprint a receipt		
9	Reverse a collection		
10	Create a batch of bills to be paid		
11	Enter mobile home decals even if not tax is due		
12	Scan multiple payments via barcode		
13	Calculate all appropriate fees and interest		
14	Date and time stamp all records		
15	Distinguish cash, check and credit card payments		

**Response Codes:** Y - meets requirements, E - meets requirements in another manner, RW - meets requirements with use of a "report writer", F - functionality available in future release, MN - to be modified at no cost to meet requirement, MC - to be modified at a cost to meet requirement, N - will not meet requirement

Item	Requirement Description	Response	Comments
16	Import Collections from Online Payments		
17	Import Collections from lockbox processor		
18	Import Collections from scanned checks		
19	User/Cash drawer and date supervisory controls		
20	Maintain tax bill alerts		
21	Daily Checkup report		
22	Post collections to cashbook		
23	Export statements for mortgage companies		
24	Import mortgage company requests/payments		
25	Post mortgage company payments. Note the mortgage company payment may update a combination of real and personal property tax bills		
26	Fairhope Single Tax Corporation processing		
27	Automatic delinquent processing		
28	Prepare bi-monthly settlement reports		
29	Post amounts to check book		
30	Split total of fire tax amounts into 37 payments for each fire district		
31	Print checks		
32	Prepare final accounting reports per state guidelines		

	<b>Redemptions</b>		
1	Ability to redeem both old and new format sales (County switched to tax lien auction in tax year 2018)		
2	Ability to enter state assignments		
3	List redemptions		
4	Collect monies for redemptions		
5	Post collections to depository		
6	Prepare purchaser statements		
7	Prepare settlement report and print checks		

**Response Codes:** Y - meets requirements, E - meets requirements in another manner, RW - meets requirements with use of a "report writer", F - functionality available in future release, MN - to be modified at no cost to meet requirement, MC - to be modified at a cost to meet requirement, N - will not meet requirement

Item	Requirement Description	Response	Comments
8	Maintain purchaser file		
9	Interface with external tax auction service such as GovEase		
10	Webhost tax sale records		
11	Print Redemption Certificate		
12	Manage assignments of tax liens		
13	Print certificate of tax lien by purchaser		
14	Print notice to owner after auction		
15	Disposition list of unsold properties		
16	Ability to auction multiple years if unsold		
17	Prepare redemption estimate		
18	Print notices to purchasers after redemption		

# Costs

Baseline Software	One Time Cost	Ongoing Costs		
		Year1	Year2	Year3
CAMA				
Personal Property				
Collection and Billing				
Report Writer				
Interfaces				
Other (please specify)				
<b>Total Software Cost</b>				
<b>Cost of Modifications</b>				
<b>On-Going Maintenance</b>				
<b>Other Costs</b>				
Implementation Services				
Training (including travel expenses)				
Conversions				
Other (please specify)				
<b>Total Other Costs</b>				
<b>Total Cost</b>				

<b>Total Three-Year Cost</b>	
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It is understood by the Proposer that Baldwin County reserves the right to reject any and all Proposals, to make awards according to the best interest of the County, to waive formalities, technicalities, to recover and rebid this RFP. Proposal is valid for one hundred and eighty (180) calendar days from the Proposal due date.

\_\_\_\_\_  
Proposer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Please type or print name



**REQUEST FOR PROPOSAL RESPONSE FORM**

**ONLINE TAX SALE SERVICES FOR THE BALDWIN COUNTY COMMISSION**

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

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

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

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

Name of Company Representative: \_\_\_\_\_

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

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

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

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

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").

The Request for Proposals specifications are fully set forth as part of this Contract.

**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 Property Tax Software 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.
- 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 for twelve (12) months and commence immediately upon the same date as its full execution, with an option to issue two (2) additional 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 extensions will be at the same prices, terms and conditions. Any successive contract(s) must have the written approval of both the County and the Provider 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 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 referred to in this Section XXIV as "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. PROVIDER 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:

\_\_\_\_\_/\_\_\_\_\_  
JAMES E. BALL, Chairman /Date

\_\_\_\_\_/\_\_\_\_\_  
WAYNE DYESS, /Date  
County Administrator

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 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 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 \_\_\_\_\_, 2021.

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

**SIGNATURE AND NOTARY PAGE TO FOLLOW**

PROVIDER:

*Insert Provider Name*

\_\_\_\_\_/\_\_\_\_\_  
By \_\_\_\_\_/Date  
Its \_\_\_\_\_

State of \_\_\_\_\_)

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 \_\_\_\_\_, 2021.

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