

ADDENDUM TO BID AWARD-RFP
NON-MEDICAL SERVICES

THIS ADDENDUM TO BID AWARD ("Addendum", "Agreement" or "Contract") made this ____ day of _____, 20____, by and between the **Jefferson County Board of Health**, hereinafter referred to as the "**Board**," and _____, hereinafter referred to as the "**Contractor**." The Board and the Contractor are referred to singularly as a Party and collectively as the Parties.

WITNESSETH:

WHEREAS, the Board is a county board of health constituted under the laws of the State of Alabama, including its administrative and operating arm, the Jefferson County Department of Health, under the direction of the Jefferson County Health Officer, who serves as its Chief Executive Officer.

WHEREAS, the Board issued Request for Proposals ("RFP") #____-____-____ to obtain the goods or services specified therein.

WHEREAS, the Contractor submitted its Proposal in response to the RFP and has received the bid award dated _____ and desires to provide the goods or services described in the RFP #____-____-____ (together, the RFP, the Contractor's quotation and other documents submitted responsive to the RFP, and the Award letter and all amendments and changes duly approved, referred to herein collectively as the "Bid Award").

NOW, THEREFORE, in consideration of the premises, the mutual promises and covenants of the parties contained herein, and other good and valuable consideration, the parties agree as follows:

1. RECITALS PART OF THE AGREEMENT

The preceding recitals and the Bid Award are incorporated in and made part of this Agreement.

2. OBLIGATIONS OF CONTRACTOR

- a) In consideration for the payment described in section 4 of this Agreement, the Contractor shall provide the goods or perform the services described in the Bid Award. *[Attach a copy of the Bid Award letter and the Request for Proposals as "Exhibit A" per section 26].*
- b) In further consideration for the payment described in section 4, Contractor promises to fulfill the obligations set forth in the Bid Award and this Agreement, including but not limited to those set forth in sections 5, 10, 12, 15, 19, 23, and 24 hereof.

3. OBLIGATIONS OF THE BOARD

The Board agrees to monitor the Contractor's activities for compliance with the contract, including the performance of audits of the Contractor if deemed necessary by the Board.

4. PAYMENT

The Board shall pay the Contractor for the goods or services performed hereunder as follows:

Rate of payment is described in the Bid Award attached as "Exhibit A" per section 26 below. The total amount of payment is not to exceed \$_____.

- b) Expenses: Where applicable, expenses will be reimbursed under the prevailing Jefferson County Department of Health Policies and Procedures unless otherwise agreed to in writing in this Agreement.

- c) Conditions for Payment: The Board shall pay the Contractor only upon timely submission of properly itemized invoices documenting the specific services provided by the Contractor. The Contractor shall submit its invoices for services rendered in any calendar month not later than sixty (60) days following the last day of the month in which the Contractor rendered services. Failure to timely submit invoices and failure to comply with the terms of this Agreement may result in substantial delay or denial of payment.

5. INDEPENDENT CONTRACTOR

The Contractor acknowledges that the Contractor is an independent contractor and not an agent or employee of the Board for any purpose. As such, neither the Contractor nor any person(s) identified as or associated with the Contractor, such as any owner, officer, director, employee, agent, or subcontractor of the Contractor, is entitled to any leave, insurance, or other employee benefit from the Board. The Contractor shall not represent to any third party that the Contractor or any such person associated therewith is an agent or employee of the Board. The Contractor shall withhold and pay all Federal, Social Security taxes, Federal and State Unemployment taxes, and all similar payroll taxes related to their agents and employees if and as required by law and shall indemnify and hold the Board harmless from any such claims.

6. TERM OF AGREEMENT

The term of this Agreement shall be from _____, 20__, through _____, 20__, unless terminated sooner by the parties as provided herein. The Agreement may not exceed three years and is not automatically renewable.

7. TERMINATION

A Party to this Agreement may terminate this Agreement by giving a thirty-day written notice of termination to the other Party. If the Board determines that the Contractor has failed to comply with any term under this Agreement, the Board may suspend the Agreement immediately and terminate the Agreement should the Contractor fail to cure the non-compliance within ten calendar days of receipt of written notice from the Board.

8. PRORATION AND FUND APPROPRIATION

The Board may terminate this Agreement by giving a thirty-day written notice of termination to the Contractor should the funds from which payment under this contract are to be made are declared prorated or fail to be appropriated or budgeted in sufficient amount, in the sole determination of the Board, to continue the Agreement. This termination for cause is supplemental to other rights the Board may have under this contract to terminate such Agreement.

9. NOT DEBT OF STATE; EFFECT OF CONFLICTING PROVISION

The terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama of 1901, as amended by Amendment 26. It is further agreed that if any provision of this Agreement shall contravene any statute or constitutional provision or amendment, either now in effect or which may, during this Agreement, be enacted, then that conflicting provision in the Agreement shall be deemed null and void, but in such event the other provisions of this Agreement shall remain in effect.

10. NONDISCRIMINATION

The Contractor will comply with Titles IV, VI, and VII of the Civil Rights Act of 1964, the Federal Age Discrimination in Employment Act, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, and all applicable federal and state laws, rules and regulations implementing the foregoing with respect to nondiscrimination on the basis of race, creed, color, religion, national origin, age, sex, or disability, as defined in the above laws and regulations. The Contractor shall not discriminate against any otherwise qualified disabled applicant for, or recipient of, aid, benefits, or services or any employee or person on the basis of physical or mental disability in accordance with the Rehabilitation Act of 1973 or the Americans with Disabilities Act of 1990 as amended.

11. CIVIL SERVICE SYSTEM

The parties acknowledge that the Board is an appointing authority under the civil service merit system administered by the Personnel Board of Jefferson County, Alabama (the System), and that the Board's obligations hereunder are subject to said System. The Contractor acknowledges that the Contractor (and the Contractor's agents and employees, if any) is an independent contractor and not an agent or employee of the Board; is not a member or employee under the System; is not entitled to receive employee benefits under the System; and is not entitled to appeal rights promulgated in the System's rules and regulations.

12. CONTRACTOR, EMPLOYEES, AGENTS, AND SUBCONTRACTORS

The Contractor agrees to:

- a) Provide proper safeguards and assume all risks incurred in performing their services hereunder.
- b) Furnish to the Board, upon execution of this Agreement, current certificates of insurance evidencing Commercial and General Liability insurance covering the Contractor, the Board, and the Board's agents, servants, and employees as additional insureds, and workers' compensation coverage for the Contractor's employees, agents and subcontractors.
- c) Remain fully responsible for the direct supervision of their employees and personnel, if any, and will be available at all reasonable times to report and confer with the Board or its designated representative concerning services rendered or goods provided.
- d) Upon the request from the Board, remove from service any of its employees, agents, or subcontractors who violate work rules, safety rules, or the Code of Professional Conduct of the Jefferson County Department of Health when on the Board's property or when interacting or in the presence of the Board's employees or representatives.

13. GOOD STANDING

The Contractor is either *[check one and complete]* ☐ an individual] or a ☐ partnership] ☐ corporation] ☐ limited liability company] ☐ _____, (name other type entity)] organized under the laws of the State of _____ with legal capacity and with full power and authority to enter into this Agreement and to do all other acts required hereunder.

14. DUE AUTHORITY

The Contractor has all requisite power, authority, and ability to execute, deliver and fulfill its obligations under this Agreement. This Agreement has been duly executed and delivered by the Contractor. The Agreement constitutes Contractor's legal, valid, and binding obligation enforceable against it under its terms. The consummation and performance by the Contractor of the transactions contemplated herein will not result in a violation of or be in conflict with or constitute a default under any term or provision of the organizational documents of the Contractor or of any law, ordinance, rule, or regulation, of any governmental authority or any order, judgment, or decree of any court, arbitrator or governmental authority applicable to Contractor.

15. GRANT REQUIREMENTS

- a) Adhere to any and all applicable guidelines and regulations for federal and state subcontractors or grant recipients related to fiscal record keeping, reporting, and auditing, including the Federal Office of Management and Budget (O.M.B.) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards found at 2 C.F.R. Part 200 (also known as the Uniform Guidance) and other laws and regulations if and when applicable.
- b) Upon request, provide to the Board, the State Examiner, and the Comptroller General of the United States, or any of their duly authorized representatives, any reports, books, documents, papers, and records of the Contractor which are pertinent to this Agreement to make audit, examination, excerpts, and transcriptions.

- c) Retain all records in any manner about this Agreement for three (3) years after the Board makes its final payment and all other pending matters are closed.

16. HOLD HARMLESS

The Contractor holds harmless the State of Alabama and the Board and their officers, agents, servants, and employees from all claims arising out of acts or omissions committed by the Contractor or any agent, servant, or employee of the Contractor while performing this Agreement.

17. REMEDIES

In the event of any breach or default in this Agreement of any of the terms or provisions by the Contractor, the Board shall have, in addition to a claim for damages for such breach or default, and in addition and without prejudice to any other right or remedy otherwise available at law or in equity, the right to demand and have specific performance of this Agreement. The Board shall be entitled to recover from the Contractor, in addition to any other damages incurred by the Board, all costs and expenses incurred by the Board as a result of the Contractor's breach or default in this Agreement including, but not limited to, damages for delay and reasonable attorney's fees incurred by the Board to obtain damages or to enforce this Agreement. The Contractor acknowledges that Alabama sovereign immunity principles limit the Contractor's remedies and that in the event of a claim against the Board that cannot be resolved through mutual discussion or non-binding alternative dispute resolution as described in section 24(b) of this Agreement, the Contractor's sole remedy is to engage in the claims process before the Alabama Board of Adjustment as provided by law.

18. ASSIGNMENT

No assignment of this Agreement or delegation of any duty or obligation of performance hereunder shall be made in whole or in part by the Contractor without the prior written consent of the Board.

19. DO NOT WORK CLAUSE (CONTRACTOR)

The Contractor acknowledges and agrees that this Agreement is not effective until all requisite approvals (including, but not limited to, all signatures of parties or their authorized agents) have been obtained. The Contractor shall not begin performing work under this Agreement until notified in writing to do so by the Board. The Contractor is entitled to no compensation for work performed before the effective date of this Agreement or the date of the last Party signature of this Agreement, whichever is later.

20. CONFLICTS

To the best of the Contractor's knowledge, nepotism does not exist between the parties, nor are the parties receiving financial benefits other than those identified in this Agreement, and no conflict of interest exists between the parties.

21. GOVERNING LAW

The validity and enforceability of this Agreement and every term or provision herein, as well as the rights and duties of the parties to this Agreement, shall be governed by the constitution and laws of the State of Alabama.

22. WORK PRODUCT

The Contractor agrees that all work products, computer codes, programs, software, materials, scripts, video, and written productions (collectively Productions) created under this Agreement for the benefit of the Board are the sole property of the Board and that the Contractor shall not use such Productions at any time or for any other purpose not expressly authorized in writing by the Board.

23. RETIREE NOTIFICATION

The Contractor agrees to notify the Board in writing, within twenty (20) days of the effective date of this Agreement, of the names of all retirees of the Retirement Systems of Alabama (R.S.A.) who will provide services on behalf of the Contractor to the Board under this Agreement. This notice is a continuing obligation of the Contractor during the

term of this Agreement, who agrees to notify the Board within thirty (30) days after any retiree of R.S.A. is subsequently engaged to perform work under this Agreement. The Contractor agrees to require all its subcontractors performing services under this Agreement to comply with this notification provision.

24. ADDITIONAL STATE REQUIREMENTS

- a) By signing this Agreement, the Board and the Contractor affirm, for the duration of this Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, any contracting Party found to be in violation of this provision shall be deemed in breach of this Agreement and shall be responsible for all damages resulting therefrom. If Contractor has one or more employees in Alabama, Contractor agrees to provide documentation verifying its current enrollment in the federal E-Verify program.
- b) In accordance with the recommendations of the Governor and the Attorney General of the State of Alabama, the parties shall consider settling all disputes arising from or related to this Agreement by using appropriate forms of non-binding alternative dispute resolution.
- c) In compliance with Act 2016-312, the Contractor certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this State can enjoy open trade.

25. SOLE AGREEMENT; CONFLICTING PROVISIONS; COUNTERPARTS

This Addendum and the Bid Award constitutes the sole and entire agreement of the parties hereto concerning the subject matter and terms herein and supersedes all prior understandings, negotiations, and agreements, both oral and written, concerning such subject matter. Notwithstanding any other provision or term in the Bid Award, in the event of a conflict between any term or provision in the Bid Award and this Addendum, the provision or term of this Addendum shall control. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be considered the same Agreement.

26. ADDITIONAL DOCUMENTS

Additional documents identified below are incorporated under and controlled by the terms of this Agreement.

[If there are no additional documents, state "NONE" below]:

Exhibit A: RFP # _____; Bid Award letter; and (if Contractor employs one or more employees in Alabama, copy of Employer's E-Verify Memorandum of Understanding.

JEFFERSON COUNTY BOARD OF HEALTH

By _____
Health Officer

Date _____

CONTRACTOR

By _____

Its: _____

Date _____