ALABAMA DEPARTMENT OF INSURANCE

REQUEST FOR PROPOSALS
for
Veterinarian Services for Canines located in Anniston, Alabama

RFP#ALDOI-2020-09

PROPOSALS MUST BE RECEIVED BY
3:00 PM CENTRAL TIME ON JULY 24, 2020

THIS REQUEST SHOULD BE CAREFULLY REVIEWED.
FAILURE OF A PROPOSAL TO CONFORM TO THIS
REQUEST MAY CAUSE REJECTION OF THE PROPOSAL

Part 1. Solicitation; Description of Services; Qualifications.

1.1. Solicitation of proposals. The State Fire Marshal's Office, a division of the Alabama Department of Insurance (DOI), a department of the state government of Alabama, solicits proposals from qualified professionals or professional organizations to provide veterinarian services to its service canines.

DOI desires to enter into a contract to furnish the Services described in this Request for Proposals (RFP) during the period beginning on September 1, 2020, and ending on August 31, 2022, with up to three (3) one-year renewal options, to be exercised at the sole option of DOI, ending August 31, 2023, August 31, 2024, and August 31, 2025. If selected, the Respondent shall execute a contract with DOI in the form of Exhibit "A." The final contract will include a maximum dollar amount determined by the DOI to be the maximum amount that can be invoiced to DOI. Contracts may be awarded to multiple qualified Respondents as a result of this RFP.

1.2. Description of Services. The following Services shall be provided under a contract awarded as a result of this RFP on an as-requested or as-needed basis:

1.2.1. On behalf of and as directed by the DOI, the contractor will provide professional veterinary services for canines used by the State Fire Marshal's Office. As such, the contractor will provide one or more of the following services upon the request of and as directed by the DOI:

1.2.1.1. Routine veterinary care for DOI service canines as appropriate for individual life stages and circumstances of each service animal, including but not limited to: periodic check-ups, physical examinations, vaccinations, test, medications, and laboratory work as determined necessary by the professional service provider.

1.2.1.2. Routine surgical procedures, including but not limited to anesthesia and hospitalization or overnight stays for medical treatment associated with the same.

1.2.1.3. At least an annual physical examination, but depending on age and/or condition, semi-annual or more frequent examinations may be required as deemed necessary by the service provider.

1.2.1.4. Services may also include treatment, surgery, anesthesia, hospitalization, and/or medication for illness, disease, and/or emergencies that occur during the course of an awarded contract as determined necessary by the professional service provider.

1.2.1.5. Services outside the realm of the normal course of care will be treated as an emergency and will be paid as such because of the difficulty of anticipating every possible veterinary service for each situation.

1.2.1.6. Such other services within the scope of the described services as may be determined by the DOI.

1.2.2. The services must be made available in convenient locations to minimize the travel time and cost to maintain their health. Therefore, responding veterinarians must be located within 20 miles of the canines' base. The current number, breed, location, age and weight of each canine is listed below:

Number	Breed	Location	Age	Weight
1	Belgian Malinois	Anniston	2.5 yrs	63 lb.

1.3. Qualifications. Only experienced veterinarian or veterinary firms will be considered for a contract award. Persons or firms that are unable to demonstrate the described qualifications should not submit a response to this RFP. The Respondent must have at least one individual on staff with the following qualifications:

1.3.1. A graduate of an AVMA approved school or college of veterinary medicine.

1.3.2. Validly and currently licensed to practice veterinary medicine in the State of Alabama by the Alabama State Board of Veterinary Medical Examiners.

1.3.3. Has a minimum of three (3) years post-graduate experience providing veterinary services.

Part 2. Proposal Content.

2.1. Responsiveness. The proposal must be responsive to all requirements set forth in this RFP and prepared in the form described in Part 3. A proposal determined by DOI to be non-responsive shall be rejected and shall not be considered for a contract award.

2.2. Unacceptable terms or conditions. A proposal containing terms, conditions, or qualifications deemed unacceptable to the DOI may be rejected as non-responsive. Without limiting the generality of the preceding sentence, (i) pricing in accordance with the following Sections 2.3.7 and 2.3.8 shall be firm pricing for the duration of the awarded contract, and (ii) subcontracting or assignment of the contract or of performance of specific aspects of the Services is not permitted.

2.3. Required content. To be responsive, a proposal must include the following:

2.3.1. Identification. The proposal must contain: the Respondent's correct name; mailing address; physical address if different from the mailing address; telephone number(s); facsimile number(s); electronic mail address(es); Federal Employer Identification Number if Respondent is a business entity, or Social Security Number if Respondent is an individual or sole proprietorship.

2.3.2. Contact Person. The proposal shall contain the names, titles, telephone and facsimile numbers, and electronic mail addresses of at least one (1) individual designated as the Respondent's contact person for purposes of the proposal. Each designated contact person must be authorized to respond to questions from DOI.

2.3.3. Authority to transact business. If the Respondent is a non-Alabama business entity, the proposal shall affirmatively state that the Respondent has qualified or registered, as appropriate, through the Alabama Secretary of State to transact business in Alabama as of the proposal date.

2.3.4. Agreement to contract. The proposal shall include an unconditional agreement to enter into a contract with the DOI in the form of Exhibit "A," which will be modified to include the services, pricing and expense reimbursement terms and as may be necessary for the DOI's

compliance with State and Federal laws, within the time specified in the notice of award if Respondent is notified of a contract award.

2.3.5. Qualifications. The proposal must specifically detail the names, qualifications, education, training, experience and certifications of all individuals who will or may provide services under any contract resulting from this RFP, along with a current resume or curriculum vitae for each. Respondent must warrant that each individual, including any replacement, possesses or will possess as of the time of performance under the contract the qualifications, education, training, experience and certifications necessary to perform the services under the contract. Each individual must be an employee of the contracted firm or a subcontractor under the direct supervision and responsibility of the contracted firm, but only if the subcontractor is listed in the proposal by name, qualifications, etc.

2.3.7. Pricing – costs/rates. The proposal must include a completed pricing form specifying all applicable rates/costs and an itemized breakdown of costs (direct and indirect) based on the services that may be performed. If multiple individuals will provide services under a contract, this information must be provided for each such individual if rates and/or costs will vary per individual. Failure to provide hourly rates and/or costs for all services required by this RFP may result in a proposal being considered non-compliant.

2.3.10. References. The proposal must provide a minimum of three (3) professional references, including reference's name and telephone number. References should be capable of discussing similar contracts or services rendered by the Respondent.

2.3.12. Administrative action; litigation. The proposal must specify whether during the three (3) years preceding the proposal date, the Respondent, including any parent or subsidiary business entity and/or office location, has been involved in any administrative proceeding or litigation with any federal, state, or governmental entity. If applicable, the proposal must set forth the style and case number of the proceeding, the jurisdiction in which the proceeding is or was pending, a description of the issues, and a description of the resolution or current status if still pending as of the proposal date.

2.3.13. Conflicts or Potential Conflicts of Interest. The proposal must identify any conflicts or potential conflicts of interest of Respondent or Respondent's employees who will or may provide services under any contract resulting from this RFP. The proposal must acknowledge that Respondent possesses the necessary independence in the provision of Services under the contract notwithstanding any disclosed existing or potential conflicts of interest.

2.3.14. Financial disclosure. The proposal must include a properly completed and executed disclosure statement required pursuant by Ala. Code §§ 41-16-80 et seq. (2001). The disclosure statement form and instructions are accessible on the DOI website at: https://www.aldoi.gov/PDF/Misc/DisclosureStatement.pdf.

2.3.15. Compliance with Immigration Law. If awarded a contract, the Respondent will be required to submit a properly completed and executed copy of the "Certificate of Compliance with the Beason-Hammon Alabama Taxpayer and Citizen Protection Act" and provide complete documentation of E-Verify enrollment. Information regarding these requirements can be accessed from the Website maintained by Alabama's Immigration Information Center at http://immigration.alabama.gov.

2.3.16. Warranties. The proposal shall include the following:

2.3.16.1. Respondent warrants that neither Respondent nor any person or entity that will participate financially in the contract has received compensation from DOI for participation in preparation of the RFP and any resulting contract.

2.3.16.2. Respondent warrants that it has not given, offered to give, and does not intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to any public servant or employee in connection with this RFP and any resulting contract.

2.3.16.3. Respondent warrants that it is not currently delinquent in the payment of any taxes owed the State of Alabama.

2.3.16.4. Respondent warrants that neither Respondent nor anyone acting for Respondent has directly or indirectly communicated Respondent's proposal or the contents thereof to any competitor or any other person engaged in the type of business described in this RFP, has colluded or conspired with any other respondent in devising proposals in response to this RFP, or has otherwise violated the antitrust laws of Alabama or the Federal antitrust laws in connection with the Respondent's proposal.

2.3.17. Other information. The proposal may contain such information not specifically required by this RFP as the Respondent may elect to submit for the DOI's consideration.

Part 3. Proposal Format.

3.1. Legibility and organization. The proposal must be typed or printed by means of word processing software. It should clearly state the RFP to which the response is directed. The proposal shall identify the content requirements in Section 2.3 above by subsection number. To the extent a particular subsection in Section 2.3 is not applicable, that subsection should be identified with a notation to the effect that it is not applicable.

3.2. Supporting documents and materials. A proposal must include copies of all documents or other materials Respondent desires the DOI to consider in evaluating the proposal. Each document or item submitted shall be identified to a specific portion of this RFP by citation to the particular subsection number. The DOI may reject and not consider any documents or other materials that are not included or submitted with the proposal.

3.3. Claim of protection for proprietary information. Proposals will become a public record as provided in Section 5.8. To the extent a Respondent deems any specific portion of its proposal to include a "trade secret" as defined in Ala. Code § 8-27-2(1), such portion(s) shall be clearly identified. Said designation shall not be binding on the DOI but the DOI will review and consider the designation. Wholesale designation of a proposal or substantial parts of a proposal as "trade secrets" shall not be accepted by DOI.

3.4. Binding. It is requested that the proposal and all supporting documents or materials be bound on the left in a manner that is secure, does not obscure the text, and allows the proposal to lie reasonably flat when open. Use of a three-ring binder is acceptable.

3.5. Submittal letter. The first page of the proposal must be a submittal letter signed by the Respondent, if an individual, or by an authorized representative of a Respondent business entity, which includes the following:

> The representations and information in this proposal are true and correct as of the date of this proposal. The submitting person or entity represents that it is ready and able to execute a contract if a contract is awarded based on this proposal. This proposal shall remain firm and be valid through the date of the contract resulting from this RFP if

awarded. The submitting person or entity understands that DOI's contract form is not negotiable and will not be revised unless DOI determines, in its sole discretion, a revision would be in the best interests of DOI and the State of Alabama.

The undersigned represents that the only person or persons, entities, or parties interested in the proposal as principals are named in this proposal. This proposal is made without collusion with any other person, persons, company or parties submitting a proposal. This proposal is in all respects fair and made in good faith without collusion or fraud. If the submitting party is a business entity, the undersigned has full authority to bind the entity in a contract with DOI.

The submitting person or entity acknowledges that a material false statement in or omission from this proposal and all material submitted with this proposal may cause rejection of the proposal or the withholding of a contract, or may constitute a breach of an awarded contract.

Part 4. Submission of Proposal.

4.1. Delivery format. Respondents must submit one original, unredacted response in printed form plus one identical electronic copy in PDF format on either Compact Disc (CD or DVD) or USB Drive. The original proposal, including the submittal letter required by Section 3.5 containing an original signature in ink, and the electronic copy of the proposal shall be sent to the DOI in a sealed envelope separate from the delivery envelope, addressed as provided in Section 4.2 below. At its election, the Respondent may include a brief cover letter identifying the sealed envelope as containing a proposal in response to the RFP or the proposal envelope may be identified as containing a proposal in response to this RFP. Respondent may also submit an electronic redacted copy of the Response for public information purposes. The redacted copy must be included and denoted as such in the submission. Redactions will be considered as outlined in Section 3.3.

4.2. Delivery address. The proposal should be addressed to Reyn Norman, General Counsel, Alabama Department of Insurance, at one of the following:

By U. S. Postal Service:	Post Office Box 303351 Montgomery, AL 36130-3351
By hand or commercial courier:	RSA Tower Suite 502 201 Monroe Street Montgomery, AL 36104 Telephone: 334-269-3550

Please Note: All deliveries by the United States Postal Service are made to an off-site, central state government mail facility. Forms of USPS expedited delivery may not be expedited.

4.3. Time for submission. To be considered, a proposal must be received by the DOI and time-stamped **before 3:00 PM Central Time on July 24, 2020**. Identified proposals received after the deadline will be returned unopened. Proposals submitted after the deadline will not be considered under any circumstances.

4.4. Alterations or withdrawals. A proposal cannot be altered or amended after it has been delivered to the DOI. A proposal may be withdrawn before the deadline specified in Section 4.3, but may not be withdrawn after the deadline.

4.5. Facsimile or electronic response. A proposal submitted by telephonic facsimile or electronic means other than the provisions of 4.1 will be rejected as non-responsive.

Part 5. Other Terms.

5.1. Anticipated Timetable. DOI currently anticipates that the selection of a qualified firm and execution of the contract will proceed according to the following approximate timetable. DOI reserves the right, in its sole discretion, to revise all deadlines related to this RFP and to post notice of these revisions on the DOI website (www.aldoi.gov).

Issuance of Request for Proposals	June 22, 2020
Deadline for Written Questions	July 7, 2020
Answers to Written Questions Posted on DOI Website	July 14, 2020
Deadline for Proposal Responses	July 24, 2020
Contracts executed	August 1, 2020

5.2. Contact Person. All requests for information concerning this RFP prior to opening must be directed **in writing** to Reyn Norman, General Counsel, Alabama Department of Insurance, Post Office Box 303351, Montgomery, Alabama 36130-3351, or by facsimile at (334) 240-7581, or by e-mail to Reyn.Norman@insurance.alabama.gov. Prior to contract award, the Respondent or Respondent's agent shall not contact other DOI employees regarding this RFP. Following the award, DOI will designate a contract administrator to whom requests for information concerning the RFP or awarded contract should be directed.

5.3. Written Questions; DOI's Response. By the date indicated above in Section 5.1, Respondents must submit any questions about the RFP **in writing** to Reyn Norman, General Counsel, by mail, facsimile, or e-mail as provided in Section 5.2. DOI will respond to these written questions in two ways: (1) DOI will fax or e-mail its response to all potential respondents that submit a fax or e-mail request for such a response; and (2) DOI will post its response on the DOI website as an amendment to the RFP posting. DOI will not mail any responses. DOI will make every reasonable effort to post, e-mail and fax responses by close of business on the date indicated above in Section 5.1 to written questions received by the deadline indicated above.

5.4. Evaluation Criteria; Evaluation Committee. Proposals will be evaluated by DOI's Evaluation Committee, to be made up of at least four (4) members from DOI staff. The committee will evaluate each proposal according to the criteria set out in the table below:

Criteria for DOI Evaluation of Proposal Responses:	
(1) *Experience, expertise, knowledge, stability, and reputation of respondent:*	35 points
(2) *Understanding and responsiveness to RFP:*	25 points
(2) *Proposed Budget:* The proposed budget will be calculated by adding the price of all items listed in the proposal. Points will be awarded by comparison to other proposals received. Example: Assume two proposals are received: Proposal A has a proposed budget of $500 and Proposal B has a proposed budget of $1,000. Proposal A would receive 40 points and Proposal B would receive 20 points.	40 points
TOTAL:	**100 points**

5.5. Contract. Each Respondent whose proposal is deemed acceptable by DOI shall be notified of an award and shall execute and return a final contract within the time period specified in the notice. The contract, when fully executed, shall be the entire agreement between the DOI and contracting Respondent.

5.6. Rejection of proposals. The DOI may reject all proposals and not award a contract based on this RFP if, in the DOI's judgment, a contract award will not serve the best interests of DOI and the State of Alabama. DOI may issue another RFP for the services as described in this RFP or similar services at any time.

5.7. Waiver of minor deviations. In its sole discretion, the DOI may waive minor deviations from the requirements expressed in this RFP.

5.8. Public Record. All proposals in response to this RFP become the property of DOI. Except as to portions of a proposal designated as containing "trade secrets" as provided in Section 3.3, which designation has been accepted by the DOI, all proposals and any resulting contract(s) are public records and subject to review by the public upon request.

5.9. Proposal preparation costs. The DOI shall not pay or reimburse Respondent for the cost or expense of preparing and submitting a proposal.

EXHIBIT "A"

PROFESSIONAL SERVICES CONTRACT

Veterinarian Services for Canines

The Alabama Department of Insurance of 201 Monroe Street, Suite 502, Montgomery, Alabama 36104 ("Department"), and

_____

_____

("Contractor") agree as follows:

1. EFFECTIVE DATE; TERM.

1.1 The Effective Date of this Contract is the later of September 1, 2020, or approval of the Governor of Alabama, whichever is later. Contractor acknowledges and understands that this Contract is not effective until it has received all requisite state government approvals and Contractor shall not begin performing services hereunder until so notified. Contractor is entitled to no compensation for work or services performed prior to the effective date of this Contract.

1.2 Unless sooner terminated as provided in Section 6, the Term of this Contract is two (2) years, ending August 31, 2022, with up to three (3) one-year renewal options, to be exercised at the sole option of DOI, ending August 31, 2023, August 31, 2024, and August 31, 2025.

1.3 DOI shall have the sole option to exercise any renewal options pursuant to this Contract. The option for said renewal terms shall be exercised by DOI giving Contractor not less than thirty (30) days' notice of intention to so renew prior to the expiration of the initial term of the Contract.

1.4 The holding over of this Contract, excluding any exercised renewal options, will be considered a month-to-month extension and all other terms and conditions shall remain in full force and effect. If for any reason this Contract has not been terminated and at the end of the initial contract period Contractor continues to provide services to DOI as designated hereunder, this Agreement will continue on a month-to-month basis. However, this Contract may not continue on a month-to-month basis beyond one year from the conclusion of the initial contract term.

2. SERVICES.

2.1 Commencing on the Effective Date and continuing during the Term, Contractor shall provide professional veterinarian services to DOI for service canines belonging to DOI in accordance with the attached specifications, hereby incorporated by this reference as Exhibit A. Contractor must satisfy the specifications as outlined in Exhibit A and shall be responsible for complying with the requirements set forth therein.

2.2 Contractor shall only commence Services upon the specific direction of the Department.

3. PAYMENT FOR SERVICES AND EXPENSES.

3.1 The total amount invoiced by Contractor for all Services and Expenses during the operation of this contract shall not exceed $_____, subject to the availability of State funds. If, during the Term, the amount available for funding of this Contract in any one fiscal year is reduced by legislative action, proration, or other action of State government beyond the control of the Department, the maximum amount payable under this Contract in the fiscal year will be adjusted accordingly.

3.2 The total amount expressed in Subsection 3.1 is not an agreement by the Department that tasks or projects which will be assigned to Contractor from time to time during the Term will authorize invoices from the Contractor aggregating such total amount.

3.3 The Department shall not pay any costs for services or expenses not within Subsection 3.1 and shall not prepay for the services or expenses.

3.4 Contractor shall submit a detailed invoice for payment at the conclusion of each month during which services are provided which reflects periods of service rendered by dates, an itemized list of services rendered by employee name, applicable rates as set forth above, and a total amount due. The billing documentation must also clearly specify in detail services that have been rendered pursuant to this agreement, the type of service, units or services, dates of service, any applicable codes, and any other relevant or necessary information as directed by DOI. The invoice will use the applicable rates as set forth in Exhibit A.

3.5 Contractor will send each invoice and a remittance copy of the invoice to the attention of Shawndala Harrison at the Department addressed to Post Office Box 303351, Montgomery, Alabama 36130-3351, if sent by any delivery method of the United States Postal Service, or addressed to RSA Tower Suite 502, 201 Monroe Street, Montgomery, Alabama 36104, if delivered by hand or sent by commercial delivery service. To the extent Contractor may be performing Services on several tasks or projects, each task or project shall be separately invoiced.

3.6 Amounts appearing on a non-conforming invoice will not be paid until Contractor has submitted a conforming invoice.

3.7 The Department contact person for matters relating to invoicing and payment processing for this Contract shall be Shawndala Harrison, Department Accountant [(334) 241-4433 or Shawndala.Harrison@insurance.alabama.gov].

3.8 Contractor will promptly refund or credit within thirty (30) calendar days any erroneously paid funds that are not expressly authorized by the Department.

3.9 In its discretion, the Department may withhold payment of invoices if Contractor has failed to complete a task or project or submit an examination report within the time parameters established by the Department for the task or project until such time as the task or project has been completed, the report has been submitted, or the Department is otherwise satisfied about the status of Contractor's performance.

3.10 Upon termination of this Contract for any reason, payments under the Contract shall cease, except Contractor shall be entitled to payments for periods or partial periods that occurred prior to the date of termination and for which the Contractor has not yet been paid up to the limits of the Contract.

3.11 DOI shall issue payment to Contractor through the State Comptroller's Office in a form approved by both parties, not inconsistent with state law, and in compliance with the State Department of Finance's Fiscal Policies and Procedures Manual. Contractor is required to register in STAARS [http://procurement.staars.alabama.gov] prior to performing any work under this Contract. Contractor has an affirmative duty to bill accurately and timely.

4. SUBCONTRACTORS; ASSIGNMENT.

4.1 All Services shall be performed by individuals either employed by the Contractor or otherwise engaged under separate contract with the Contractor and subject to the direct supervision and responsibility of the Contractor. All individuals to provide services on behalf of the Contractor must have been listed in the proposal submitted by the Contractor.

4.2 Contractor's interest in or obligations under this Contract may not be assigned.

5. INDEPENDENT CONTRACTOR.

5.1 Contractor's status under this Contract is strictly that of independent contractor and not as an employee of the Department. The Department does not reserve any right to exercise the right of control over the means and method by which Contractor performs the Services. The Department will not provide fringe benefits, such as health insurance, paid vacation, or other employee benefits for the benefit of the Contractor or any individuals employed or otherwise engaged by the Contractor. The Contractor and individuals employed or otherwise engaged by Contractor are not entitled to benefits of the State Personnel System or the State Merit System laws.

5.2 Contractor shall account for and remit all taxes relating to its performance under this Contract, including but not limited to, income taxes, employee wage withholding for income tax and FICA taxes, and any other payroll taxes. Contractor is solely responsible for any benefit plans Contractor may provide for the individuals it employs or otherwise engages.

5.3 At all times during the Term, Contractor shall, at its sole cost and expense, maintain in force the following types of insurance:

5.3.1 Workers' compensation insurance for those individuals acting on behalf of Contractor performing Services under this Contract who are subject to the workers' compensation laws.

5.3.2 Vehicle liability insurance covering the individual in the individual's operation of, or responsibility for the operation of, the vehicle, for any individual acting on behalf of Contractor using a vehicle (including any rental vehicle) in performance of the Services under this Contract. If requested by the Department, Contractor will have the Department and the State of Alabama shown as additional named insureds on such vehicle liability insurance policy or policies and shall provide evidence of any endorsement to that effect.

6. TERMINATION.

6.1 If not sooner terminated, this Contract terminates effective on the Termination Date.

6.2 The Department and Contractor may mutually agree in writing to terminate this Contract before the Termination Date, upon such terms and conditions as the termination agreement may provide.

6.3 Either the Department or the Contractor may terminate this Contract due to a claimed breach of a material term of the Contract by the other. In such event, the terminating party shall give the other a written notice specifying the nature and circumstances of the claimed breach and shall afford a reasonable period of not less than thirty (30) days within which to cure the breach. If the breach shall not have been cured within the stated cure period, the termination shall be effective as of the termination date specified in or determined from the termination notice.

6.3.1 In the event Contractor exercises this termination right by identifying a claimed material breach on the part of the Department which remains uncured after notice, other than failure of the Department to pay for the Services, Contractor shall complete performance of the Services on any task or project in process at the time of the termination notice unless the Department specifically agrees in writing that Contractor is relieved of the obligation to complete performance.

6.3.2 In the event the Department exercises this termination right by identifying a material breach on the part of the Contractor which remains uncured after notice, the Department may, upon such reasonable terms and in such manner as it deems appropriate, obtain substitute services similar to the Services remaining unperformed due to the breach and termination of this Contract. In such event, Contractor will be liable to the Department for any amounts incurred by the Department which exceed amounts that would have been paid under this Contract but for the breach and termination, plus court costs and attorneys' fees to the extent that Contractor's obligation must be enforced

through the court system. The Department may offset such amounts against amounts, if any, due to Contractor but unpaid as of the termination of this Contract.

6.3.3 Without limitation, the Department may deem the existence of a material false representation or statement in, or the omission of material facts from, Contractor's response to the Request for Proposal that resulted in this Contract, including documents or information submitted with the response, to be a ground in the nature of a material breach justifying termination of this Contract.

6.4 The Department may cancel this Contract by giving Contractor not less than thirty (30) days written notice in advance of the termination date in the event that legislative action or other action of the State government, including, but not limited to, availability of funds for this Contract, makes provision of the Services impossible or unnecessary. In such event, Contractor shall be paid any amounts due for Services performed to the termination date.

6.5 The Department and the State of Alabama have no liability to Contractor for consequential or other damages beyond amounts, if any, due but unpaid for Contractor's performance of the Services, and Contractor waives any right to seek such damages and covenants not to take legal action of any type to assert or recover such damages.

7. NOTICES.

7.1 All notices required or permitted under this Contract shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

Department: Mark Drinkard, Assistant State Fire Marshal
Alabama Department of Insurance
201 Monroe Street, Suite 502
Montgomery, AL 36104

Contractor:

7.2 Such addresses may be changed from time to time by either party by providing written notice to the other in the manner set forth above.

8. ADDITIONAL REQUIREMENTS:

8.1 **Conflicts of Interest.** Conflicts of interest related to this Contract are strictly prohibited. Except as otherwise expressly provided herein, no Contractor or any director, employees, agent, etc., of any Contractor may give or receive from any director, employee,

agent, etc., of DOI any gift, benefit, entertainment, award, or any other favor or thing of value or any commission, discount, fee, or rebate in connection with this Contract.

8.2. **Immigration.** The Contractor will comply with the requirements of all state and federal laws regarding employment verification and retention of verification forms for any individuals who will perform any labor or services under the contract. By signing this agreement, the contractor affirms that for the duration of the agreement Contractor 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, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

8.3 **Nondiscrimination.** The Contractor will comply with the Civil Rights Act in giving equal opportunity without regard to race, color, creed, sex or national origin.

8.4 **Payment of Taxes and Insurance by Contractor.** Contractor will be responsible for payment of all taxes, including, but not limited to, state, federal, foreign, or local taxes, including income tax, withholding tax, social security tax, pension contributions, and any other form of payroll or other taxes, for all individuals employed or otherwise engaged by Contractor. At Contractor's sole cost and expense, Contractor will secure and maintain any and all insurance that is required by the contract or is necessary to protect the interests of the State of Alabama and the Department or that Contractor may need or desire for Contractor or the individuals employed or otherwise engaged by Contractor.

8.5 **No Boycotts**. In compliance with Ala. Code § 41-16-5, the contractor hereby 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.

8.6 **Indemnification.** Contractor shall indemnify and hold the Department harmless from all claims, losses, expenses, fees (including attorneys fees and litigation costs), costs and judgments that may be asserted against the Department and that result from the acts or omissions of the Contractor, the individuals acting on behalf of the Contractor, and the Contractor's agents arising from or relating to Contractor's performance under this Contract. At its election, upon receiving notice of any claim for damages within the scope of this Section, the Department may tender said claim to Contractor to furnish a defense of the Department at Contractor's expense in the jurisdiction where the claim is asserted.

8.7 **Notice of Immunity**. As a department of State government, the Department is immune from being made a defendant in any court of law or equity by operation of Art. I, § 14, Ala. Const. 1901 (Recomp.), which immunity is not waivable and is not waived by any provision of this Contract.

8.8 **Contract not debt of the State.** This Contract does not create or constitute a debt against or incurred by the State of Alabama for purposes of Art. XI, § 213, Ala. Const. 1901 (Recomp.).

8.9 **Board of Adjustment.** In the event of any dispute between the parties, senior officials of both parties shall meet and engage in a good faith attempt to resolve the dispute. Should that effort fail and the dispute involves the payment of money, Contractor agrees that its sole remedy is the filing of a claim with the Board of Adjustment for the State of Alabama as provided in Ala. Code §§ 41-9-60, *et seq*.

8.10 **Alternative Dispute Resolution.** For any and all other disputes arising under the terms of this Agreement which are not resolved by negotiation, the parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation. Such dispute resolution shall occur in Montgomery, Alabama, utilizing where appropriate, mediators selected from the roster of mediators maintained by the Center for Dispute Resolution of the Alabama State Bar.

8.11 **Entire Agreement.** This Contract contains the entire agreement of the parties. Any oral or written statements concerning the subject matter of this Contract which precede execution of this Contract by the parties are merged into the terms of this Contract, which alone expresses the intent of the parties, and the Department and Contractor warrant, each to the other, that they have not relied upon any preceding oral or written statements not set forth in this Contract in deciding to enter into this Contract.

8.12 **Amendment.** This Contract may be modified or amended by a writing signed by both parties. To the extent the laws of the State of Alabama require that the Department amend this Contract to include additional language or terms, Contractor agrees to execute any such amendment upon the request of the Department.

8.13 **Severability.** If any provision of this Contract shall be held invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

8.14 **Waiver of Contractual Right.** The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract. The Department does not waive any privileges, rights, defenses, remedies, or immunities available to the Department as an agency of the State of Alabama or otherwise available to the Department. The failure to enforce or any delay in the enforcement of any privileges, rights, defenses, remedies, or immunities detailed in this Contract or otherwise available to the Department by law will not constitute a waiver of said privileges, rights, defenses, remedies, or immunities, or be considered a basis for estoppel.

8.15 **Applicable Law.** This Contract shall be governed by the laws of the State of Alabama.

8.16 **Time is of the Essence.** Time is of the essence in the performance of this Contract.

DEPARTMENT:

By: _____
Jim L. Ridling
Commissioner
Alabama Department of Insurance

APPROVED AS TO FORM ONLY:

_____
Legal Counsel
Alabama Department of Insurance

APPROVED:

_____
Kay Ivey
Governor, State of Alabama

CONTRACTOR:

By: _____

Taxpayer ID Number: