

**INSTRUCTION SHEET FOR ADDENDUM TO REQUEST FOR PROPOSAL**

*This instruction sheet is intended to aid in the completion of the draft contract prior to final review and approval. These instructions concern sections that will often change and will need to be modified to fit each new agreement.*

**PREAMBULATORY CLAUSES**

1. Fill in the effective date of the Addendum.
2. Fill in the legal name of the individual/entity designated as the Contractor.
3. Fill in the spaces for the Invitation to Bid Number and Date associated with the Addendum.

**SECTION 2: OBLIGATIONS OF CONTRACTOR**

1. Describe the work to be performed, the goods to be provided, or any other action relevant to the obligations of the Contractor.
2. If the quote or work plan describes the Contractor's obligations, please attach a copy as "Exhibit A" per Section 26.
3. Include any additional goods and services as applicable.

**SECTION 3: OBLIGATIONS OF THE BOARD**

1. If JCDH has any obligation beyond monitoring the activities of the Contractor, they must be listed here.

**SECTION 4: PAYMENT**

1. If the Agreement is Fixed Fee, add to Section (a) Rate of Payment:
  - a. This is a fixed-fee contract for services in an amount not to exceed \$\_\_\_\_\_.
2. If the Agreement is Hourly Fee, add to Section (a) Rate of Payment:
  - a. This is an hourly rate contract for \_\_\_\_\_ services to be paid at the rate of \$\_\_\_\_\_ per hour.
3. If the Agreement is subject to a Quote or Proposal Rates, add to Section (a) Rate of Payment:
  - a. The rate(s) of payment under this Addendum described in the Quote or Proposal Award is attached as "Exhibit A" and listed under section 26 below. The total amount of payment is not to exceed \$\_\_\_\_\_.

**SECTION 6: TERM OF ADDENDUM**

1. Fill in the start and end dates of the agreement. Note if the contract was bid. If there are dates for the term of the agreement in the bid documents, those dates should be used.

**SECTION 13: GOOD STANDING**

1. Fill in the Contractor's legal entity type. This can include (1) an individual, (2) a partnership, (3) a corporation, (4) a limited liability company, (5) a governmental entity, or (6) another type of legal entity not listed here.
2. Fill in the state where the Contractor is organized.

**SECTION 26: ADDITIONAL DOCUMENTS**

1. List all additional documents to be incorporated into this Addendum, including the quote or work plan if included per Section 2, Request for Proposal, Proposal Award Letter, or Business Associate Agreement as applicable.
2. If there are no additional documents, write "NONE" in this section.

**ADDENDUM TO PROPOSAL AWARD-RFP**  
NON-MEDICAL SERVICES

THIS ADDENDUM TO PROPOSAL AWARD ("Addendum", 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 proposal 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 "Proposal Award").

**WHEREAS**, the Contractor has received an Award Letter dated \_\_\_\_\_ under the above RFP.

**WHEREAS**, the Board and the Contractor are executing this Addendum simultaneously to entering into an agreement under which the Contractor will provide certain goods or services described therein to the Board, together with the Proposal Award any additional documents presented by Contractor, the ("Agreement").

**WHEREAS**, the Board and the Contractor are desirous of entering into this Addendum to the Proposal Award to incorporate certain provisions required by controlling law, rule, or regulations, or to format certain terms in a manner consistent with JCDH contracting practices and procedures.

**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 ADDENDUM**

The preceding recitals and the Proposal Award are incorporated in and made part of this Addendum. Notwithstanding any other provision or term in the Addendum between the Board and the Contractor, in the event of a conflict between any term or provision in the Addendum and the Proposal Award, the provision or term of this Addendum shall control.

**2. OBLIGATIONS OF CONTRACTOR**

The Contractor shall provide the following goods or perform the following services for the Board:

- a) Provide \_\_\_\_\_.
- b) In further consideration for the payment described in section 4, Contractor promises to fulfill the obligations set forth in the Proposal Award and this Addendum, including but not limited to those set forth in sections 5 (INDEPENDENT CONTRACTOR), 10 (NONDISCRIMINATION), 12 (CONTRACTOR, EMPLOYEES, AGENTS, AND SUBCONTRACTORS), 15 (GRANT REQUIREMENTS), 19 ((DO NOT WORK CLAUSE), 23 (RETIREE NOTIFICATION), and 24 (ADDITIONAL STATE REQUIREMENTS) 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:

- a) Rate of payment is described in the Proposal 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 Addendum.
- 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 Addendum 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 ADDENDUM**

The term of the Agreement and this Addendum shall be from \_\_\_\_\_, 20\_\_\_, through \_\_\_\_\_, 20\_\_\_, unless terminated sooner by the parties as provided herein. This contract has been subject to a formal request for proposals. The Addendum may not exceed three years and is not automatically renewable.

**7. TERMINATION**

A Party to this Addendum may terminate this Addendum by giving the other party a thirty-day written notice of termination. If the Board determines that the Contractor has failed to comply with any term under this Addendum, the Board may suspend the Addendum immediately and terminate the Addendum 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 Addendum 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 Addendum. This termination for cause is supplemental to other rights the Board may have under this contract to terminate such Addendum.

**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 Addendum shall contravene any statute or constitutional provision or amendment, either now in effect or which may, during this Addendum, be enacted, then that conflicting provision in the Addendum shall be deemed null and void, but in such event the other provisions of this Addendum 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.
- b) Furnish to the Board, upon execution of this Addendum, 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 a \_\_\_\_\_ organized under the laws of the State of \_\_\_\_\_ with legal capacity and with full power and authority to enter into the Agreement and this Addendum 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 Addendum. This Addendum has been duly executed and delivered by the Contractor. The Addendum 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 Addendum to make audit, examination, excerpts, and transcriptions.
- c) Retain all records in any manner about this Addendum 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 Addendum.

**17. REMEDIES**

In the event of any breach or default in this Addendum 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 Addendum. 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 Addendum including, but not limited to, damages for delay and reasonable attorney's fees incurred by the Board to obtain damages or to enforce this Addendum. 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 Addendum, 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 Addendum 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 Addendum 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 Addendum 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 Addendum or the date of the last Party signature of this Addendum, 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 Addendum, and no conflict of interest exists between the parties.

**21. GOVERNING LAW**

The validity and enforceability of this Addendum and every term or provision herein, as well as the rights and duties of the parties to this Addendum, 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 Addendum 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 Addendum, 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 Addendum. This notice is a continuing obligation of the Contractor during the term of this Addendum, 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 Addendum. The Contractor agrees to require all its subcontractors performing services under this Addendum to comply with this notification provision.

**24. ADDITIONAL STATE REQUIREMENTS**

- a) By signing this Addendum, the Board and the Contractor affirm, for the duration of this Addendum, 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 Addendum 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 Addendum 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 ADDENDUM; CONFLICTING PROVISIONS; COUNTERPARTS**

This Addendum and the Proposal 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 Proposal Award, in the event of a conflict between any term or provision in the Proposal Award and this Addendum, the provision or term of this Addendum shall control. This Addendum may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be considered the same Addendum.

**26. ADDITIONAL DOCUMENTS**

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

Exhibit A: RFP # \_\_\_\_\_; Proposal Award letter; and Copy of Employer’s E-Verify Memorandum of Understanding.

**JEFFERSON COUNTY BOARD OF HEALTH**

By \_\_\_\_\_  
David Hicks, DO, MPH, FAAFP  
Health Officer

Date \_\_\_\_\_

**CONTRACTOR**

By \_\_\_\_\_

Its: \_\_\_\_\_

Date \_\_\_\_\_