



Local Government Health Insurance Board Request for Proposals for Janitorial Services

Introduction

The Local Government Health Insurance Board (LGHIB) is seeking proposals from qualified vendors to provide janitorial services at our 26,000 square foot office building located at 475 Technacentre Drive Montgomery, Alabama. Proposals will be accepted until **April 14, 2023** by 5:00 PM CST.

Background

The LGHIB is an Alabama state agency providing health insurance benefits for over 600 local government entities (municipalities, counties, and quasi-governmental agencies) and nearly 60,000 people throughout Alabama.

Instructions to Vendors

The submission of a proposal does not guarantee the award of a contract. Any contract resulting from the proposal is not effective until it has received all required governmental approvals and signatures. In addition, the selected Vendor shall not begin performing work under this contract until notified to do so by the LGHIB.

Mandatory Pre-Meeting

A mandatory pre-proposal meeting will be at 475 Technacentre Drive Montgomery, Alabama on **March 27, 2023 at 10:30 AM** to tour the building and ask any questions.

Proposal Submission

Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to "RFP – LGHIB- 2023-01". The Vendor must submit one original and one copy of its bid. All proposals must be submitted to the address below by **April 14, 2023, at 5:00 P.M. Central Time**. Proposals received after the 5:00 P.M. deadline will be rejected. Please note that individual exceptions to the deadline will not be made; if the Vendor relies on "overnight" delivery, this should be taken into consideration.

Local Government Health Insurance Board
P.O. Box 3049000
201 South Union Street, Suite 200
Montgomery, AL 36130-4900
(334) 851-6802

Late Proposals

Regardless of cause, late proposals will not be accepted and will automatically be disqualified from further consideration. It shall be the Vendor's sole responsibility to assure delivery to the LGHIB by the designated deadline.

Cost of Preparing Proposal

Cost for developing the proposal is solely the responsibility of the Vendor. The LGHIB will not provide reimbursement for such cost.

Contract Terms and Conditions

Vendor must submit a statement stating that the Vendor understands and will comply with the terms and conditions as set out in Appendix B to this RFP. Additions or exceptions to the standard terms and conditions are not allowed. In addition, the chosen vendor must submit and sign all of the documents in Appendix C.

Insurance Requirements

The successful vendor must provide proof of the following insurance coverage:

- General Liability
 - \$1,000,000 – Bodily Injury and property damage combined
 - \$1,000,000 – Bodily injury and property damage aggregate
 - \$1,000,000 – Personal injury aggregate
 - Comprehensive form including premises/operation, products/completed operations contractual, independent contractors
 - Broad form property damage and personal injury
- Automobile Liability
 - \$1,000,000 – Bodily injury and property damage combined coverage
 - Any automobile including hired and non-owned vehicles
- Worker Compensation and Employers Liability
 - \$100,000 – Limited each occurrence
- Umbrella Coverage
 - \$1,000,000 – Each occurrence
 - \$1,000,000 - Aggregate

LGHIB's Rights Reserved

While the LGHIB has every intention to award a contract as a result of this RFP, issuance of the RFP in no way constitutes a commitment by the LGHIB to award and execute a contract. Upon a determination such actions would be in its best interest, the LGHIB, in its sole discretion, reserves the right to:

- Cancel or terminate this RFP;

- Reject any or all of the proposals submitted in response to this RFP;
- Change its decision with respect to the selection and to select another proposal;
- Waive any minor irregularity in an otherwise valid proposal which would not jeopardize the overall program and to award a contract on the basis of such a waiver (minor irregularities are those which will not have a significant adverse effect on overall project cost or performance);
- Negotiate with any Vendor whose proposal is within the competitive range with respect to technical plan and cost;
- Adopt to its use all, or any part, of a Vendor's proposal and to use any idea or all ideas presented in a proposal;
- Amend the RFP (amendments to the RFP will be made by written addendum issued by the LGHIB and will be posted on the LGHIB website);
- Select multiple Vendors;
- Release a new RFP for the same or revised services;
- Not award any contract.

Scope of Work Requirements

The successful vendor shall provide all personnel (including on-site supervisors), tools, materials, equipment, and other items and services necessary to perform the services described herein. Services will be performed during the hours and days listed per specifications or at such other times as mutually agreed upon by LGHIB and Contractor. The required objective is to maintain the building in such a manner to provide a clean, healthy, and safe work environment which includes, but not limited to the following:

- | | |
|-----------------------|---|
| • Waste receptacles | • Conference/ Meeting rooms |
| • Restrooms | • Staff Offices/workstations |
| • Multi-Purpose Room | • Floors |
| • Entrance/Lobby | • Interior windows (including window treatments such as blinds, etc.) |
| • Training Room | • Furniture (including desks, tables, cabinets, work-surface, etc.) |
| • Hallways | • Breakrooms |
| • Drinking fountains | • Kitchen / Food Prep Areas |
| • Collaboration Rooms | |

Daily – General

1. Wastebaskets and trash containers are to be emptied, exterior surface wiped cleaned as needed, and returned to original location. Plastic liners will be installed

as needed. Interior of wastebaskets will be cleaned as required and disinfected. All waste containers must be inspected daily and changed if needed. Place all collected waste materials in onsite dumpster.

2. Carpets are to be vacuumed as needed. Walk-off mats will be utilized as directed by the LGHIB.
3. Walls are to be spot cleaned as needed around light switches, handrails, doorknobs, and other heavy traffic areas.
4. All non-carpet floors are to be dust mopped or damp-mopped as needed. Spills and stains are to be spot cleaned daily. The contractor shall use its best efforts to use the necessary practices to preserve the finish on the flooring.
5. Inter-office glass panels are to be spot cleaned to remove fingerprints and smudges. Any interior glass ledges or other surfaces prone to dust accumulation are to be dusted.
6. Training room and works rooms will be cleaned as needed or directed by the LGHIB.
7. Countertops in work areas, conference rooms are to be cleaned daily if they are reasonably clear of equipment, documents, etc.

A. Daily-Corridors, Entranceways, Lobbies

1. Dust all ledges and other surfaces prone to dust accumulation.
2. To insure clean, healthy conditions at the water fountain, the dispensing area and bowls are to be washed with a disinfectant solution and dry shined. The sides of the metal housing will be damp wiped to remove streaks and runs.
3. All glass doors and metal trim at entranceways are to be cleaned daily.
4. Janitorial closets will be cleaned daily, and shelves will be stocked with a minimum supply of towels, tissue and liners as requested by the LGHIB.
5. Exterior concrete at entry ways to building must be swept daily.

B. Daily -Restrooms/Kitchen/Multipurpose Room

1. All restrooms are to be cleaned and serviced daily. Special attention will be given to prevention of mold, fungi and bacterial growth.
2. Dispensers of all types must be checked daily and filled when necessary (soap, toilet tissue, paper towels, etc.). These items will be furnished by the LGHIB.
3. Clean and disinfect waste receptacles inside and out.
4. Thoroughly clean and dry inside and out of wash basins, including bottom, faucets, and spigots, with approved cleaner. Rinse thoroughly as all cleanser residues must be removed. Wipe each item with approved disinfectant solution and allow to air dry.

5. Thoroughly clean all glass and mirrors using approved alcohol-based glass cleaner. Surface should be streak, smear, and smudge free. Attached frames, edges and shelves must also be cleaned and dried as well.
6. Thoroughly clean toilets, toilet seats, and urinals with approved acid free bowl cleaner, rinse thoroughly. Wipe each toilet, toilet seat, and urinal completely with approved disinfectant. Bright metal parts are to be shined.
7. Thoroughly clean all walls including switch and plug covers, doors (including entrance doors inside and outside), partitions and handrails with proper approved chemicals and proper dilution. Rinse thoroughly as needed, then wipe all areas with approved disinfectant solution and allow to air dry.
8. Thoroughly damp mop with approved disinfectant in the kitchen and bathroom areas. Finished floor must be clean and streak free.
9. Thoroughly clean multi-purpose room and changing area. Wipe down all equipment in the multi-purpose room.

C. Weekly- All Areas

1. Sides of desk credenzas and other furniture are to be dusted with a treated cloth. Desks will be thoroughly cleaned and dusted on all horizontal surfaces. Wood desktops are to be dusted with soft dust cloths. Vinyl, Formica and glass tops may be dusted with a treated or damp cloth. Horizontal surfaces include, but are not limited to, countertops, tables, file cabinets, etc.
2. Baseboards and low vents must be dusted weekly.
3. All carpet throughout the buildings is to be thoroughly vacuumed in all areas, including corners, edges and behind doors.
4. Mop and spot finish all non-carpet floors.
5. Dust all vertical surfaces, Venetian blinds, open shelves, and top of partitions in all work areas.
6. Clean sink, microwaves and refrigerators in kitchen areas.
7. Glass partitions thoroughly cleaned with approved alcohol-based glass cleaner. Surface should be streak, smear, and smudge free.

D. Monthly

1. Upholstered Furniture is to be vacuumed using proper attachments designed for that purpose.
2. Hand dusting of the following should be done with a treated cloth or in some cases, where a damp cloth is called for: miscellaneous cabinets, windowsills, window blinds, ledges, and shelves under six feet, and other desk top equipment. Corners, crevices, molding, and ledges shall be free of all dust and cobwebs. There shall be no oil, spots, or smudges on desks or dusted surfaces.

3. Ceiling vents, air duct vents, door closures, door frames and ledges above six feet are to be thoroughly dusted. Clean ceiling around vents.

Note: All leather furniture is to be cleaned with professional leather cleaner only.

E. Quarterly

1. Interior Windows

F. Every Six Months-All Areas

1. Clean HVAC vents thoroughly.
2. Shampoo or steam clean carpet in high traffic areas (halls, walking paths, etc).
3. Dust all hanging baffles in the board room and open office areas.

A schedule must be coordinated at least one week in advance with the LGHIB COO or his/her designee.

G. Annually

1. Shampoo or steam clean carpet in all areas. A schedule must be coordinated at least one week in advance with the COO or his/her designee.

H. Optional Services that may be requested by the LGHIB

1. The vendor may provide pricing for washing the exterior windows on an annual basis, or as requested by the LGHIB.
2. The vendor may also provide pricing for pressure washing of sidewalks and carport area on an annual basis.

LGHIB Responsibilities

1. Provide secure storage space for the vendor's supplies and equipment.
2. Provide water and electricity as necessary to perform the services.
3. Provide soap, toilet paper and paper towel for all dispensers.

Responsibilities of Successful Vendor

1. Furnish all equipment and supplies, other than supplies specified herein to be provided by the LGHIB.
2. Prior to commencement of contract, a list of all materials and equipment to be used in providing cleaning services shall be sent to the LGHIB. The LGHIB may approve or disapprove any product or equipment on the list. Material Safety Data Sheets pertaining to the cleaning supplies shall be filed and kept on customer premises at all times. Containers shall be labeled accordingly.
3. Provide a work schedule for the entire year after award of the contract, to include cleaning frequencies. Any deviations from the work schedule must be approved by the LGHIB COO or his/her designee.

4. All bidders must submit a one-page narrative illustrating qualifications, experience, years in business, company, philosophy and any unique benefits bidder will provide LGHIB.
5. All bidders must provide a one-page narrative describing a management and supervision plan to maintain the facilities as outlined in the specifications.
6. Successful vendor shall furnish all power equipment, including floor machines, vacuum systems, carpet cleaning systems. Equipment shall be new or in good condition when placed on the jobsite. Equipment will be kept in a presentable and working condition at all times. Replacement and repair of equipment will be made as necessary at the expense of the vendor.
7. Successful vendor will maintain a chart or schedule of periodical cleaning assignments, including weekly, monthly, quarterly, and annual assignments and will provide a copy to the LGHIB COO or his/her designee.
8. Successful vendor must supply all cleaners finishes, etc. for the treatment of various type flooring, carpet, and furniture. Use only such materials as are recommended and approved by LGHIB or the flooring and furniture manufacturer.
9. Successful vendor shall be held responsible for any breakage, damage or loss incurred through carelessness of any of its employees.
10. Successful vendor will ensure that any articles of any personal or monetary value found by employees will be turned in to the LGHIB COO or his/her designee.
11. Successful vendor will post in the building the rules and regulations governing the vendor's employees while in the building as well as a copy of the cleaning schedule.
12. HVAC systems will not be adjusted by the janitorial employees. Water faucets or valves shall be turned off after the required usage has been accomplished.
13. Successful vendor shall furnish ample safety devices (caution-wet floor signs, ribbons, etc.) positioned appropriately when mopping floors.
14. Successful vendor shall provide and/or ensure the following:
 - a. A record of keys signed in/out by each employee. Successful vendor may be required to replace, re-key or to reimburse LGHIB for the replacement of locks or re- keying as a result of lost keys.
 - b. A trained and capable staff with all training at the expense of the successful vendor.
 - c. A list of contacts for emergency situations.

- d. All employees must wear LGHIB issued identification badges that are visible at all times. Upon termination, employee badges will be turned in immediately to the LGHIB COO or his/her designee.
 - e. Employees may not consume food or beverages in public view while on duty. Employees may eat in designated break areas.
 - f. Employee shall be identified with company uniforms.
 - g. Employees shall not bring or meet personal visitors (children, relatives, etc.) on site.
 - h. Employees shall not receive or initiate personal telephone calls from LGHIB telephones.
 - i. Employees must limit personal cell phone use while on duty.
15. Supervisor will maintain a current inventory of the janitorial supplies provided by LGHIB.
16. Successful vendor must have had under contract a building totaling at least 10,000 square feet under one roof within the past five years and must provide contact information for the owner. Vendor must include in its bid references from a minimum of three customers that are currently in business. These references must include company name, address, telephone number, contact person, the size of the building with an estimated square footage and period service was performed.
17. All janitorial employees must pass a background check.

Appendix A.

Price Proposal

Vendors should propose a firm and fixed monthly price for all of the services described in this RFP. Vendor should also provide hourly rates for additional services outside the basic scope of services not included in the fixed monthly price.

Term	Monthly Price
Initial 2 Year Term: 5/1/2023 to 4/30/2025	
Year 3: 5/1/2025 to 4/30/2026	
Year 4: 5/1/2026 to 4/30/2027	
Year 5: 5/1/2027 to 4/30/2028	

Time Period	Hourly Rate
Regular Time: Monday through Friday, 8:00am to 5:00pm	
Overtime: Monday through Friday and weekends, 5:00pm to 8:00am	

Optional Services

Service	Price
External Washing of Windows	
Pressure Washing of Sidewalks and Carport	

Appendix B.

Contract Terms and Conditions

The successful Vendor(s) who is awarded the contract is expected to agree to the following contract terms and conditions.

General

This RFP and the Vendor's response thereto shall be incorporated into a contract by the execution of a formal agreement.

The contract shall include the following:

1. Executed contract;
2. RFP, attachments, and any amendments thereto; and
3. Contractor's response to the RFP.

Term of Contract

The initial contract term shall be for two years effective May 1, 2023 through April 30, 2025. The LGHIB shall have three, one-year options to extend the contract. The Vendor's response will provide the basis for pricing for each year of the contract, including any extensions and an hourly rate for additional services as needed. The parties will agree to a not to exceed amount in the contract.

The Vendor acknowledges and understands that this contract is not effective until it has received all requisite approvals and the Vendor shall not begin performing work under this contract until notified to do so by the LGHIB. The Vendor is entitled to no compensation for work performed prior to the effective date of the contract.

Contract Amendments

No alteration or variation of the terms of the contract shall be valid unless made in writing and duly signed by the parties thereto. The contract may be amended by written agreement duly executed by the parties. Every such amendment shall specify the date its provisions shall be effective as agreed to by the parties.

The contract shall be deemed to include all applicable provisions of the LGHIP and all state and federal laws and regulations applicable to the LGHIP, as they may be amended. In the event of any substantial change in such Plan, laws, or regulations, that materially affect the operation of the LGHIB or the costs of administering the LGHIP, either party, after written notice and before performance of any related work, may apply in writing to the other for an equitable adjustment in compensation caused by such substantial change.

Confidential Information

The Vendor shall treat all information, and in particular information relating to individuals that is obtained by or through its performance under the contract, as confidential information to the extent confidential treatment is provided under state and federal laws. The Vendor shall not use any information so obtained in any manner except as necessary for the proper discharge of its obligations and rights under this contract.

The Vendor shall ensure safeguards that restrict the use or disclosure of information obtained through the services provided. The Vendor shall require all employees to sign and comply with the terms of the Confidentiality Agreement (Attachment E)

The Vendor agrees to defend, indemnify and hold harmless the LGHIB, its directors, officers, employees, agents or assigns from and against any and all actions, causes of action, claims, suits and demands whatsoever, and from all damages, liabilities, costs, charges, debts, fines, government investigations, proceedings, and expenses whatsoever (including reasonable attorneys' fees and expenses related to any litigation or other defense of any claims), which may be asserted, or for which it may now or hereafter become subject, arising in connection with (i) any misrepresentation, breach of warranty or non-fulfillment of any undertaking on its part under this agreement; and (ii) any claims, demands, awards, judgments, actions, and proceedings made by any person or organization arising out of, or in any way connected with, a breach of confidential information by an employee or sub-contractor of the Vendor.

Contract a Public Record

Upon the signing of the contract by all parties, the terms of the contract become available to the public pursuant to Alabama law. The Contractor agrees to allow public access to all documents, papers, letters, or other materials subject to the current Alabama law on disclosure. It is expressly understood that substantial evidence of the Contractor's refusal to comply with this provision shall constitute a material breach of contract.

Termination for Bankruptcy

The filing of a petition for voluntary or involuntary bankruptcy of a company or corporate reorganization pursuant to the Bankruptcy Act shall, at the option of the LGHIB, constitute default by the Contractor effective the date of such filing. The Contractor shall inform the LGHIB in writing of any such action(s) immediately upon occurrence by the most expeditious means possible. The LGHIB may, at its option, declare default and notify the Contractor in writing that performance under the contract is terminated and proceed to seek appropriate relief from the Contractor.

Termination for Default

The LGHIB may, by written notice, terminate performance under the contract, in whole or in part, for failure of the Contractor to perform any of the contract provisions. In the event the Contractor defaults in the performance of any of the Contractor's material duties and

obligations, written notice shall be given to the Contractor specifying default. The Contractor shall have 10 calendar days, or such additional time as agreed to in writing by the LGHIB, after the mailing of such notice to cure any default. In the event the Contractor does not cure a default within 10 calendar days, or such additional time allowed by the LGHIB, the LGHIB may, at its option, notify the Contractor in writing that performance under the contract is terminated and proceed to seek appropriate relief from the Contractor.

Termination for Unavailability of Funds

Performance by the LGHIB of any of its obligations under the contract is subject to and contingent upon the availability of monies lawfully applicable for such purposes. If the LGHIB, in its sole discretion, deems at any time during the term of the contract that monies lawfully applicable to this agreement shall not be available for the remainder of the term, the LGHIB shall promptly notify the Contractor to that effect, whereupon the obligations of the parties hereto shall end as of the date of the receipt of such notice and the contract shall at such time be cancelled without penalty to the LGHIB or the State of Alabama.

Termination for Convenience

The LGHIB may terminate performance of work under the Contract in whole or in part whenever, for any reason, the LGHIB, in its sole discretion determines that such termination is in the best interest of the State. In the event that the LGHIB elects to terminate the contract pursuant to this provision, it shall so notify the Contractor by certified or registered mail, return receipt requested. The termination shall be effective as of the date specified in the notice. In such event, the Contractor will be entitled only to payment for all work satisfactorily completed and for reasonable, documented costs incurred in good faith for work in progress. The Contractor will not be entitled to payment for uncompleted work, or for anticipated profit, unabsorbed overhead, or any other costs.

Force Majeure

The parties shall be excused from performance hereunder for any period in which the parties are prevented from performing any services pursuant hereto in whole or in part as a result of an act of God, war, civil disturbance, epidemic, or court order; such nonperformance shall not be a ground for termination for default.

Proration of Funds

In the event of proration of the funds from which payment under this contract is to be made, this contract will be subject to termination.

Employment of State Staff

The Contractor shall not knowingly engage on a full-time, part-time, or other basis during the period of the contract any professional or technical personnel, who are or have been in the employment of the LGHIB during the previous twenty-four (24) months without the written

consent of the LGHIB. Certain LGHIB employees may be subject to more stringent employment restrictions under the Alabama Code of Ethics, §36-25-1 et seq., Code of Alabama 1975.

Immigration Compliance

Contractor represents and warrants that it is in compliance with the provisions of the Beason-Hammon Alabama Taxpayer and Citizen Protection Act (Ala. Code § 31-13-1, et seq., (1975)) and must execute and submit a Certificate of Compliance, attached hereto as Attachment E. Pursuant to Ala. Code §31-13-9(k), by signing any resulting contract, the contracting parties affirm, for the duration of the 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, 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.

Novation

In the event of a change in the corporate or company ownership of the Contractor, the LGHIB shall retain the right to continue the contract with the new owner or terminate the contract. The new corporate or company entity must agree to the terms of the original contract and any amendments thereto. During the interim between legal recognition of the new entity and LGHIB execution of the novation agreement, a valid contract shall continue to exist between the LGHIB and the original Contractor. When, to the LGHIB's satisfaction, sufficient evidence has been presented of the new owner's ability to perform under the terms of the contract, the LGHIB may approve the new owner and a novation agreement shall be executed.

Employment Basis

It is expressly understood and agreed that the LGHIB enters into this agreement with the Contractor and any subcontractor as authorized under the provisions of this contract as an independent contractor on a purchase of service basis and not on an employer-employee basis and not subject to the Alabama State Merit System law.

Alternative Dispute Resolution

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, a party's sole remedy is the filing of a claim with the Board of Adjustment of the State of Alabama. For any and all other disputes arising under the terms of this contract 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.

Choice of Law

The construction, interpretation, and enforcement of this contract shall be governed by the substantive contract law of the State of Alabama without regard to its conflict of law provisions. In the event any provision of this contract is unenforceable as a matter of law, the remaining provisions will remain in full force and effect.

Payment

For all services that have been accepted by the LGHIB, Contractor will submit two copies of an invoice to the LGHIB, Attn: Dustin Craik. If by hand delivery or courier, deliver to: 201 South Union Street, Suite 200, Montgomery, AL 36104. If by U.S. Mail, deliver to P.O. Box 304900, Montgomery, AL 36130-4900. Invoices that are received by the LGHIB which are otherwise received in non-conformance with all of the requirements of this RFP or the contract will be returned unpaid or will be held by the LGHIB until proper documentation is submitted. The statement should include all of the following: A description of the services rendered, by date and amount, time summary indicating the appropriate hourly rate involved, detailed listing of expenses, and a remittance copy of the invoice. Payments are dependent upon successful completion and acceptance of described work and delivery of required documentation. All travel and out of pocket expenses must be pre-approved and related to work performed under the contract. Under no circumstances will the Contractor be compensated for off-duty hours while travelling. No payments to third parties will be made directly to any entity other than the approved firm.

Notices to Parties

Any notice to the LGHIB under the contract shall be sufficient when mailed to the Chief Executive Officer. Any notice to the Contractor shall be sufficient when mailed to the Contractor at the address given on the return receipt from this RFP or on the contract after signing. Notice shall be given by certified mail, return receipt requested.

Disclosure Statement

The successful Vendor shall be required to complete a financial disclosure statement (Attachment D) with the executed contract.

Not to Constitute a Debt of the State

Under no circumstances shall any commitments by the LGHIB constitute a debt of the State of Alabama as prohibited by Article XI, Section 213, Constitution of Alabama of 1901, as amended by Amendment 26. It is further agreed that if any provision of this contract shall contravene any statute or Constitutional provision or amendment, whether now in effect or which may, during the course of this Contract, be enacted, then that conflicting provision in the contract shall be deemed null and void. The Contractor's sole remedy for the settlement of any and all disputes arising under the terms of this agreement shall be limited to the filing of a claim against LGHIB with the Board of Adjustment for the State of Alabama.

Open Trade

In accordance with Act 2016-312, Contractor represents and warrants 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.

Waivers

No covenant, condition, duty, obligation, or undertaking contained in or made a part of the contract shall be waived except by written agreement of the parties.

Workers Compensation

Contractor shall take out and maintain, during the life of this contract, Worker's Compensation Insurance for all of its employees under the contract or any subcontract thereof, if required by state law.

Appendix C. Contract and Attachments

The following documents must be signed AFTER contract award.

Attachment A	Sample Contract
Attachment B	Immigration Status
Attachment C	Disclosure Statement
Attachment D	Beason-Hammon Certificate of Compliance
Attachment E	Confidentiality Agreement

CONTRACT
BETWEEN
THE LOCAL GOVERNMENT HEALTH INSURANCE BOARD
AND
Contractor's name here

KNOW ALL MEN BY THESE PRESENTS, that the Local Government Health Insurance Board, an Agency of the State of Alabama, and _____, Contractor, agree as follows:

Contractor shall perform all of the work required under the Request for Proposal (RFP) Number _____, dated _____, strictly in accordance with the requirements thereof and Contractor's response thereto.

Contractor shall be compensated for performance under this contract in accordance with the provisions of the RFP and the price provided on the RFP Pricing Form response, in an amount not to exceed _____.

Contractor and the Local Government Health Insurance Board agree that the initial term of the contract is ____to _____.

This contract specifically incorporates by reference the RFP, any attachments and amendments thereto, and Contractor's response.

Pursuant to Ala. Code §31-13-9(k), by signing this contract, the contracting parties affirm, for the duration of the 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, 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.

In accordance with Act 2016-312, Contractor represents and warrants 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.

CONTRACTOR

LOCAL GOVERNMENT HEALTH
INSURANCE BOARD

This contract has been reviewed for and is approved as to content.

Contractor's name here

David C. Hilyer
Chief Executive Officer

Date signed

Date signed

Printed Name

This contract has been reviewed for legal form and complies with all applicable laws, rules, and regulations of the State of Alabama governing these matters.

Tax ID: _____

APPROVED:

Legal Counsel

ATTACHMENT A

IMMIGRATION STATUS

I hereby attest that all workers on this project are either citizens of the United States or are in a proper and legal immigration status that authorizes them to be employed for pay within the United States.

Signature of Contractor

Witness

ATTACHMENT B



State of Alabama Disclosure Statement

(Required by Act 2001-955)

ENTITY COMPLETING FORM

ADDRESS

CITY, STATE, ZIP

TELEPHONE NUMBER

STATE AGENCY/DEPARTMENT THAT WILL RECEIVE GOODS, SERVICES, OR IS RESPONSIBLE FOR GRANT AWARD

Local Government Health Insurance Board

ADDRESS

201 S. Union Street Suite 200

CITY, STATE, ZIP

Montgomery, Alabama 36104

TELEPHONE NUMBER

(334) 263-8328

This form is provided with:

Contract Proposal Request for Proposal Invitation to Bid Grant Proposal

Have you or any of your partners, divisions, or any related business units previously performed work or provided goods to any State Agency/Department in the current or last fiscal year?

Yes No

If yes, identify below the State Agency/Department that received the goods or services, the type(s) of goods or services previously provided, and the amount received for the provision of such goods or services.

STATE AGENCY/DEPARTMENT	TYPE OF GOODS/SERVICES	AMOUNT RECEIVED
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Have you or any of your partners, divisions, or any related business units previously applied and received any grants from any State Agency/Department in the current or last fiscal year?

Yes No

If yes, identify the State Agency/Department that awarded the grant, the date such grant was awarded, and the amount of the grant.

STATE AGENCY/DEPARTMENT	DATE GRANT AWARDED	AMOUNT OF GRANT
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- List below the name(s) and address(es) of all public officials/public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

NAME OF PUBLIC OFFICIAL/EMPLOYEE	ADDRESS	STATE DEPARTMENT/AGENCY
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ATTACHMENT C

Local Government Health Insurance Board

www.lghip.org

2. List below the name(s) and address(es) of all family members of public officials/public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the public officials/public employees and State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

NAME OF FAMILY MEMBER	ADDRESS	NAME OF PUBLIC OFFICIAL/ PUBLIC EMPLOYEE	STATE DEPARTMENT/ AGENCY WHERE EMPLOYED

If you identified individuals in items one and/or two above, describe in detail below the direct financial benefit to be gained by the public officials, public employees, and/or their family members as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

Describe in detail below any indirect financial benefits to be gained by any public official, public employee, and/or family members of the public official or public employee as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

List below the name(s) and address(es) of all paid consultants and/or lobbyists utilized to obtain the contract, proposal, request for proposal, invitation to bid, or grant proposal:

NAME OF PAID CONSULTANT/LOBBYIST	ADDRESS

By signing below, I certify under oath and penalty of perjury that all statements on or attached to this form are true and correct to the best of my knowledge. I further understand that a civil penalty of ten percent (10%) of the amount of the transaction, not to exceed \$10,000.00, is applied for knowingly providing incorrect or misleading information.

Signature Date

Notary's Signature Date Date Notary Expires

Act 2001-955 requires the disclosure statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of \$5,000.

ATTACHMENT C

State of _____)

County of _____)

CERTIFICATE OF COMPLIANCE WITH THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (ACT 2011-535, as amended by Act 2012-491)

DATE: _____

RE Contract/Grant/Incentive (describe by number or subject): _____ **by and between** _____ **(Contractor/Grantee) and the State Employees' Insurance Board (State Agency or Department or other Public Entity)**

The undersigned hereby certifies to the State of Alabama as follows:

1. The undersigned holds the position of _____ with the Contractor/Grantee named above, and is authorized to provide representations set out in this Certificate as the official and binding act of that entity, and has knowledge of the provisions of THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (ACT 2011-535 of the Alabama Legislature, as amended by Act 2012-491) which is described herein as "the Act".
2. Using the following definitions from Section 3 of the Act, select and initial either (a) or (b), below, to describe the Contractor/Grantee's business structure.

BUSINESS ENTITY. Any person or group of persons employing one or more persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood, whether for profit or not for profit. "Business entity" shall include, but not be limited to the following:

- a. Self-employed individuals, business entities filing articles of incorporation, partnerships, limited partnerships, limited liability companies, foreign corporations, foreign limited partnerships, foreign limited liability companies authorized to transact business in this state, business trusts, and any business entity that registers with the Secretary of State.
- b. Any business entity that possesses a business license, permit, certificate, approval, registration, charter, or similar form of authorization issued by the state, any business entity that is exempt by law from obtaining such a business license, and any business entity that is operating unlawfully without a business license.

EMPLOYER. Any person, firm, corporation, partnership, joint stock association, agent, manager, representative, foreman, or other person having control or custody of any employment, place of employment, or of any employee, including any person or entity employing any person for hire within the State of Alabama, including a public employer. This term shall not include the occupant of a household contracting with another person to perform casual domestic labor within the household.

_____(a) The Contractor/Grantee is a business entity or employer as those terms are defined in Section 3 of the Act.

_____(b) The Contractor/Grantee is not a business entity or employer as those terms are defined in Section 3 of the Act.

3. As of the date of this Certificate, Contractor/Grantee does not knowingly employ an unauthorized alien within the State of Alabama and hereafter it will not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama;
4. Contractor/Grantee is enrolled in E-Verify unless it is not eligible to enroll because of the rules of that program or other factors beyond its control.

Certified this _____ day of _____, 20_____.

Name of Contractor/Grantee/Recipient

By: _____

Its _____

The above Certification was signed in my presence by the person whose name appears above, on

this _____ day of _____, 20_____.

WITNESS: _____

Print Name of Witness

ATTACHMENT D

CONFIDENTIALITY AGREEMENT:

I understand that the Local Government Health Insurance Board is a health insurance plan subject to the requirements of the Health Insurance Portability and Accountability Act, and that I have no authorization to obtain access to protected health information in any form.

I hereby acknowledge, by my signature below, that I understand that any protected health information which I see or hear is considered private and confidential. I further understand that confidentiality must be maintained whether the information is stored electronically, on paper, or communicated orally or through any other means.

I understand that I am not authorized to seek or deliberately obtain access to protected health information. I also understand that employee information of a private or sensitive nature must also be treated as confidential, including employment records, job evaluations, etc.

I understand that unauthorized disclosure of protected health information, or any other confidential or proprietary information from the Local Government Health Insurance Board, is unethical and/or illegal, and that it is grounds for disciplinary action, up to and including my immediate dismissal from employment or termination of my contracted arrangement.

I understand that this duty of confidentiality and non-disclosure will continue to apply even after I am no longer providing services for the Local Government Health Insurance Board.

Employee Signature

Employee Name

Date

Attachment E