

Ingenuity

MASTER AGREEMENT

This Master Agreement (the "Agreement") is made this 1st day of November, 2018, by and between Ingenuity, Inc., an Alabama corporation, ("Ingenuity") and the Baldwin County Commission ("Baldwin County").

A. Ingenuity is a professional services firm that provides a broad range of business and technology services.

B. Baldwin County desires to retain Ingenuity to provide certain products and/or services as described in a Statement of Work ("SOW"), which upon execution by duly authorized representatives of both Ingenuity and Baldwin County shall be attached hereto and shall become subject to and part of this Agreement.

NOW THEREFORE, for and in consideration of the mutual representations, warranties, covenants and agreements set forth below, the parties agree as follows:

1. **SERVICES.** Ingenuity shall perform for Baldwin County the services (the "Services") described and agreed to in a SOW. In the event of any conflict between the terms of a SOW and this Agreement, the SOW shall control. As required for Ingenuity to perform the Services, Baldwin County shall provide Ingenuity access to Baldwin County's facilities and all relevant Baldwin County information.

2. **TERM.** The initial term of this Agreement shall be for thirty-seven (37) months beginning as of the date of this Agreement. At the expiration of the initial term, this Agreement shall be renewed automatically for successive one-year terms unless notice of its intention not to renew is given in writing sixty (60) days prior to expiration of the term by the party seeking to terminate. The term of this Agreement shall be automatically extended as necessary to include the term of all SOWs and the payments related to all SOWs.

3. PAYMENT FOR SERVICES.

(a) Payment. Baldwin County shall pay Ingenuity as set forth in all applicable SOWs.

(b) Travel and Other Expenses. All expenses incurred by Ingenuity related to providing Services to Baldwin County hereunder shall be paid by Ingenuity unless otherwise agreed upon in writing by both parties.

(c) Terms of Payment. Ingenuity shall submit invoices to Baldwin County as agreed upon in the applicable SOW and Baldwin County shall pay Ingenuity for the Services performed within forty-five (45) days after the date of Ingenuity's invoice. Baldwin County shall pay interest at the rate of six percent (6%) per annum on any balance not paid within thirty (30) days of the due date.

4. **CONFIDENTIALITY.** In connection with this Agreement, each party may disclose certain confidential or proprietary information ("Information") to the other party. Each party will treat all Information as confidential and not disclose it to any third party. The parties agree to protect the Information by using the same degree of care, but no less than a reasonable degree of care, as the other party uses to protect its own similar confidential information. This obligation of confidentiality and care shall extend for two (2) years following the termination of this Agreement. Each party's duty of confidentiality shall not extend to information that (i) is already known to or has been developed independently by such party without reference to the other party's Confidential Information, (ii) is received from a third party who has the right to hold and disclose it, (iii) is released in writing from confidentiality protection by the other party, or (iv) is in the public domain, except if as a result of a breach of this Agreement. Notwithstanding the foregoing, Baldwin County shall incur no liability and will not breach this Agreement by disclosing any documents, records, or

information pursuant to Sections 36-12-40 or 36-12-41 of the Code of Alabama 1975, as amended, or in accordance with any other applicable laws, rules and regulations.

5. WARRANTIES.

(a) Ingenuity Warranty. Ingenuity shall perform the Services in a professional and workmanlike manner.

(b) WARRANTY EXCLUSION. THIS AGREEMENT PROVIDES FOR SERVICES AND UNLESS OTHERWISE SPECIFIED IN A SOW IS NOT A SALE OF GOODS. NO EMPLOYEE, AGENT, OR REPRESENTATIVE OF INGENUITY HAS ANY RIGHT TO MAKE ANY WARRANTY OR PROMISE ON INGENUITY'S BEHALF WITH RESPECT TO THE SERVICES.

6. OWNERSHIP OF SOFTWARE AND PROCESSES. Ingenuity's software and processes, including but not limited to Ingenuity's methodology, procedures, strategies, trade secrets, know how, ideas and expertise, used by Ingenuity in providing Services, are not included in any deliverable and Ingenuity retains all right, title and interest in and to such software and processes, including all intellectual property rights pertaining thereto.

7. INSURANCE. Ingenuity will secure and maintain reasonably adequate worker's compensation insurance in accordance with the law of the work site. Ingenuity will also maintain comprehensive general liability and property damage insurance in accordance with generally accepted industry standards.

8. LIMITATION OF LIABILITY. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR SPECIAL, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL OR PUNITIVE DAMAGES INCLUDING, WITHOUT LIMITATION, LOSS OF PROFIT OR GOODWILL, SUFFERED BY THE OTHER PARTY OR ITS CUSTOMERS, WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED OR IS REASONABLY FORESEEABLE. EXCEPT IN CONNECTION WITH BALDWIN COUNTY'S OBLIGATION TO PAY INGENUITY FOR THE SERVICES, IN THE EVENT EITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY MATTER RELATING TO OR ARISING IN CONNECTION WITH THIS AGREEMENT, WHETHER BASED ON AN ACTION OR CLAIM IN CONTRACT, EQUITY, NEGLIGENCE, INTENDED CONDUCT, TORT OR OTHERWISE, THE AMOUNT OF DAMAGES RECOVERABLE AGAINST THE OTHER PARTY FOR ALL EVENTS, ACTS OR OMISSIONS SHALL NOT EXCEED IN THE AGGREGATE THE AMOUNT ACTUALLY PAID BY BALDWIN COUNTY FOR INGENUITY SERVICES UNDER THE APPLICABLE STATEMENT OF WORK.

9. INDEPENDENT CONTRACTORS. Ingenuity's relationship with Baldwin County shall be that of an independent contractor and not that of an employee of Baldwin County or any affiliate. Each party shall be solely responsible for wages, salaries and other amounts due to its respective employees or subcontractors. Each party shall be responsible for all reports and obligations respecting its employees concerning social security, income tax, unemployment insurance, workers' compensation and security matters. Neither party shall have the authority to enter into contracts that bind the other party or create obligations on the part of the other party without the prior written authorization of such other party. Ingenuity does not undertake to perform any obligation of Baldwin County, whether regulatory or contractual, or to assume any responsibility for Baldwin County's business or operations. Ingenuity has the sole right and obligation to supervise, manage, contract, direct, procure, perform or cause to be performed all Services.

10. TERMINATION. Either party may terminate this Agreement in the event of a material breach by the other party of any representation, warranty, condition or covenant of this Agreement. The non-breaching party shall give the breaching party thirty (30) business days prior written notice with an opportunity to cure the breach within such thirty (30) business day period. In the event that the breaching party fails to cure the breach within the thirty (30) business day period, the non-breaching party shall have the right to terminate this Agreement.

11. MISCELLANEOUS.

(a) This Agreement and any executed SOWs constitute the entire agreement of the parties hereto with respect to the matters contemplated hereby, and no other agreement, statement or promise, made by any party hereto, that is not contained herein shall be binding or valid. Except as otherwise expressly provided in this Agreement, this Agreement may not be amended, modified, altered or supplemented other than by means of a written instrument duly executed and delivered on behalf of Ingenuity and Baldwin County. The parties agree that the terms and conditions included in each party's standard printed forms, including any purchase order or other instrument covering the subject matter of this Agreement, which purport to amend, alter, modify, change, or supplement all or any part of this Agreement shall be of no force and effect.

(b) Except for the disclosure of any records, documents, or information by Baldwin County pursuant to Sections 36-12-40 or 36-12-41 of the Code of Alabama 1975, as amended, or in accordance with any other applicable laws, rules and regulations, each of the parties acknowledges and agrees that the other party would be damaged irreparably in the event any of the provisions of Sections 4 are not performed in accordance with their specific terms or otherwise are breached. Accordingly, each of the parties agrees that the other party shall be entitled to an injunction or injunctions to prevent breaches of the provisions of this Agreement and to enforce specifically this Agreement and the terms and provisions hereof in any action instituted in any state court in the State of Alabama or federal district court in Alabama, in addition to any other remedy to which they may be entitled, at law or in equity.

(c) Any notice required or permitted to be given under this Agreement, including, without limitation, all requests for approval or consent, shall be personally delivered or sent by registered or certified first class U.S. Mail, return receipt requested, by a recognized overnight courier service, by hand delivery, or by confirmed facsimile transmission and shall be deemed given upon receipt. All such notices shall be delivered to the following addresses, which may be changed at any time upon written notice to the other party:

Ingenuity, Inc.
8137 Helena Road, Suite 200
Pelham, AL 35124
Attention: President

Baldwin County Commission
322 Courthouse Square
Bay Minette, AL 36507
Attention: Chairman

(d) The waiver by any party hereto of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained. Any waiver of a term, covenant or condition in this Agreement shall be valid only if in writing.

(e) In the event of any action or proceeding at law or in equity between Baldwin County and Ingenuity to enforce or interpret any provision of this Agreement or to protect or establish any right or remedy of either party hereunder, the party not prevailing in such action or proceeding shall pay to the prevailing party all costs and expenses, including, without limitation, reasonable attorneys' fees and expenses, incurred therein by such prevailing party and if such prevailing party shall recover judgment in any such action or proceeding, such costs, expenses and attorneys' fees shall be included in and as part of such judgment.

(f) The language in all parts of this Agreement shall in all cases be construed as a whole according to its fair meaning and not strictly for or against either party. The parties acknowledge that each party and its counsel have reviewed this Agreement and participated in its drafting and therefore that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in the construction or interpretation of this Agreement.

(g) In the event that either party is unable to perform any of its obligations under the Agreement or to enjoy any of its benefits because of, or if loss of the product is caused by, natural disaster, actions or decrees of governmental bodies or communications line failures not the fault of the affected party ("Force Majeure Event"), the party who has been so affected immediately shall give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, the Agreement shall be immediately suspended. Delays in delivery due to a Force Majeure Event shall automatically extend the

delivery date(s) for the period equal to the duration of such Force Majeure Events; any warranty period affected by a Force Majeure Event shall likewise be extended for a period equal to the duration of such Force Majeure Event.

(h) In the event that any provision of this Agreement, or the application of any such provision to any person or set of circumstances, shall be determined to be invalid, unlawful, void or unenforceable to any extent, the remainder of this Agreement, and the application of such provision to persons or circumstances other than those as to which it is determined to be invalid, unlawful, void or unenforceable, shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

(i) This Agreement shall be interpreted and construed under and pursuant to the laws of the State of Alabama without regard to its rules on conflicts of laws.

(j) Ingenuity and Baldwin County may prepare and distribute joint news releases. Both parties will have the right to approve any such news release prior to any related distribution. Ingenuity may reference Baldwin County's name and use Baldwin County's logo in Ingenuity's presentations as long as the applicable use is approved by the applicable Baldwin County representative in writing.

(k) This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the day and year first above written.

Baldwin County Commission

Signature: _____

By: Frank Burt, Jr.

Title: Chairman

Ingenuity, Inc.

Signature: _____

By: Rick A. Hayes

Title: President

Baldwin County Commission Attest/Witness

Signature: _____

By: Ronald J. Cink

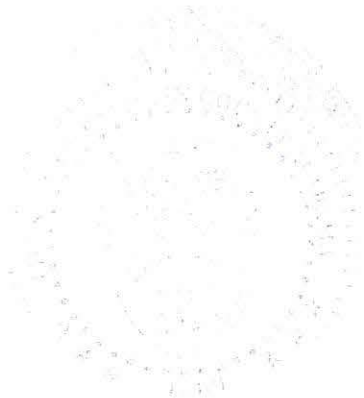
Title: County Administrator/Budget Director

Baldwin County Probate Judge

Signature: _____

By: Tim Russell

Title: Probate Judge





Statement of Work – 01
Registration and Licensing

This Statement of Work (“SOW”) dated November 1, 2018 references and is incorporated within the Master Agreement (“Agreement”) dated November 1, 2018 between the Baldwin County Commission (“Baldwin County”) and Ingenuity, Inc. (“Ingenuity”).

Services: Ingenuity will customize, implement, maintain and support a Registration and Licensing Application (the “Application”) for the Baldwin County Probate Judge’s Office (“Baldwin Probate”). The Application will include functionality for processing the initial registration and registration renewals for automobiles, boats and manufactured homes as well as functionality for processing marriage licenses, new business licenses, and business license renewals. The Application will also include integrated functionality for customers to renew their automobile, boat, business license and manufactured home registrations online. Ingenuity will also maintain a website and the related functionality needed for automobile dealerships and/or Baldwin County customers to electronically submit to Baldwin Probate information and documents pertaining to the purchase of a vehicle (referred to cumulatively as “EasyTag”). These Services are further described in Attachment 1 - Scope Document.

To strengthen integration of credit and debit card payments with the Application, Baldwin County will utilize the services of GovtPortal, LLC (“GovtPortal”) related to the processing of credit and debit card payments associated with transactions completed using the Application. The GovtPortal fees are listed in Attachment 2 - GovtPortal Application. If Baldwin County elects to change payment processors, which is Baldwin County’s option throughout the term of this SOW, it will provide Ingenuity at least ninety (90) days written notice of such change.

Price: Baldwin County will pay Ingenuity \$3,000 per month (the “Monthly Fee”) for the first 12 months starting with the month that the Application is implemented for Baldwin Probate. The Monthly Fee will be increased to \$3,500 per month for the next 12 months and to \$4,000 per month for the remainder of the initial term of this SOW. Ingenuity and Baldwin County agree that Ingenuity can adjust the Monthly Fee during an extended term for this SOW, but also agree that the Monthly Fee will not be increased by more than 10% in any year of the extended term.

Baldwin County will also pay Ingenuity a fee of \$115,000 (the “Implementation Fee”) to cover the cost of the initial services and expenses including the initial database conversion, system implementation, training, testing, and related travel. The Implementation Fee is due within 30 days of the execution of this SOW. If Baldwin County elects to change to a payment processor not currently integrated with the Application and approved by Ingenuity, Baldwin County will pay an additional one-time integration and testing fee, and additional monthly fees may apply. Baldwin County customers who elect to utilize the EasyTag service will pay an additional convenience fee directly to Ingenuity.

Start Date: 12/01/2018 - the Application will be implemented as soon as possible following the appropriate testing with a target for implementation of the first business day in December 2018.

End Date: 11/30/2021 - the End Date will be automatically extended in two (2) year increments unless either party provides the other party written notice of termination at least thirty (30) days prior to the original End Date or an extended End Date as may be applicable. On or after 12/1/2019, either party may terminate this SOW without cause by providing at least six (6) month’s advance written notice to the other party.

Payment Schedule: Ingenuity will invoice Baldwin County on a monthly basis for all applicable services and fees. Baldwin County will pay all Ingenuity invoices in accordance with the terms of the Agreement.

Baldwin County Representative: Baldwin County Probate Judge

Baldwin County Commission Signature: [Signature]
By: Frank Burt, Jr.
Title: Chairman

Ingenuity, Inc. Signature: [Signature]
By: Rick A. Hayes
Title: President

Baldwin County Commission Attest/Witness Signature: [Signature]
By: Ronald J. Cink
Title: County Administrator/Budget Director

Baldwin County Probate Judge Signature: [Signature]
By: Tim Russell
Title: Probate Judge



Ingenuity

Statement of Work – 01 Attachment 1 - Scope Document

Registration and Licensing

For

Baldwin County

December 2018

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1 Overview

This document describes the project scope related to the customization, implementation and provision of a Registration and Licensing Application (the "Application") by Ingenuity, Inc. ("Ingenuity") for the Baldwin County Commission and the Baldwin County Probate Judge's Office (cumulatively referred to herein as "Baldwin County"), as well as Ingenuity's ongoing maintenance and support related to the Application. It also presents Ingenuity's project approach, requirements and assumptions.

Ingenuity will provide a Registration and Licensing Application for Baldwin County with:

- Features to allow the initial registration and registration renewals for automobiles, boats, and manufactured homes
- Features to enable the creation and renewal of business licenses
- Features to enable the creation and registration of disability parking placards
- Integrated Electronic Title Application Processing System (ETAPS) functionality
- Integrated ALVerify and OIVS functionality
- Integrated Daily MVTRIP file upload processes
- Integrated document scanning
- Functionality for the online registration, transfer, and renewal of automobile registrations and the online renewal of boat, business license, and manufactured home registrations
- Functionality to capture registration and renewal-related payment information and provide relevant reports and data exports
- Features to print selected forms provided by Baldwin County, including facilitation of an outsourced renewal notice process
- Administrative functionality such as reporting, transaction management and data maintenance

The Application will take advantage of web-based technologies.

2 Approach

Ingenuity will work with Baldwin County in a collaborative manner to achieve the objectives of the Registration and Licensing Application Initiative based on the requirements presented in the Functional Requirements Section below.

The Ingenuity approach for customizing and implementing the Application will include the following phases:

- Requirements and Planning
- Customization
- Implementation
- Testing/Training
- Production

2.1 Requirements Phase

During the Requirements Phase, Ingenuity will conduct the following activities:

- Conduct project kickoff
- Develop project schedule
- Validate all of the requirements for the project including:
 - Reports
 - Data migration
 - Technical infrastructure (server/network layout, etc.)
 - Security
 - Test data

Key deliverables of the Requirements Phase are:

- Project Schedule
- Infrastructure Plan that defines the infrastructure (e.g., hardware, network, host and third-party integration points) that is recommended for the production environment
- Specifications that describe the process and design for using existing Baldwin County data in the new Application environment

2.2 Customization Phase

Because of the differences in policies and procedures pertaining to Licensing and Registration among Alabama counties, the Application must be customized for Baldwin County prior to implementation. During the Customization Phase, Ingenuity will:

- Develop, test, and implement a custom import routine tailored to data made available from Baldwin County's legacy system.

- Research all applicable local legislation pertaining to License and Registration in Baldwin County. Develop, test, and implement any required new functionality or modifications to the Application to comply with applicable local legislation.
- Load Baldwin County specific tax rates and fees to the Application. Applicable rates include, but are not limited to: Sales Tax, Use Tax, Ad Valorem Tax, Transaction Fees, Issuance Fees, Local Fees, and Copy Fees.
- Meet with accounting staff to discuss all monthly reports and how each fee/tax is distributed. Create and test all required distribution reports and supplemental reports using Baldwin County specific recipient information.
- Develop and test any local reports used by Baldwin County Accounting staff.
- Request Baldwin County credentials from the Alabama Department of Revenue. Set up and test communication with State of Alabama web services using these credentials.
- Customize all generated forms with Baldwin County data. These forms include, but are not limited to: Motor Vehicle Receipts, Business License Receipts, Boat Receipts, Manufactured Home Receipts, Credit Card Receipts, and Renewal Notices.
- Integrate Baldwin County's existing address database for use in validating and normalizing Baldwin County address data.
- Customize the verbiage on the Baldwin County Online Renewal site to include Baldwin County contact information and disclosure of rates/fees.
- Meet with Baldwin County Operations to discuss employee-specific roles/permissions in the Application. Develop, test, and implement any custom role/permission based on Baldwin County's specifications.
- Meet with Baldwin County Operations to discuss License and Registration workflow. Develop, test, and implement any custom workflow based on Baldwin County's specifications.
- Meet with Baldwin County IT to discuss IT Infrastructure. Develop, test, and implement any new interfaces required to be compatible with existing or newly procured hardware.
- Meet with Baldwin County Accounting to discuss Bank Reconciliation and perform a review of all applicable bank statements. Develop, test, and implement any required changes to the Application's Bank Reconciliation tools to conform to Baldwin County accounts.

Because many of the items completed during the Customization Phase described above require new development or modification of existing processes to conform to Baldwin County specifications, special attention should be paid to these customizations during User Acceptance Testing (UAT) conducted during the Test/Training Phase.

2.3 Implementation Phase

During the Implementation Phase, Ingenuity will:

- Assist Baldwin County with preparation of the production environment
- Test data import routines
- Review test plan, describing the overall testing approach and the test data to be used
- Implement the Application in test mode in the production environment

2.4 Testing/Training Phase

Following completion of the implementation activities, Ingenuity will conduct formal system testing of the software. The testing will consist of the following:

- **Functional Testing:** Functional validation testing, which includes validation of the user interface (UI) forms, will be conducted for all components of the Application.
- **Performance Testing:** Performance testing will be conducted to demonstrate that the Application meets or exceeds reasonable performance metrics for these types of applications.
- **Data Load Testing:** Testing will be conducted to ensure that any of Baldwin County's data that is brought into the Application is successfully loaded.
- **User Acceptance Testing (UAT)** - The primary objective of UAT is for Baldwin County to validate that the application is working as described in the Functional Requirements. Baldwin County's approval of UAT will include the formal acceptance of the Application.

Concurrent with these testing activities, Ingenuity will conduct onsite classroom training for all supervisors and clerks.

During the Testing Phase, Baldwin County will continue to use its current production systems.

2.5 Production Phase

Upon completion of the Testing Phase, the project will move to the Production Phase.

Ingenuity and Baldwin County will develop a production checklist that will determine the exact steps that will be taken to put the Application into production.

During the first month following Implementation into the production environment, Ingenuity will provide an onsite resource to assist Baldwin County employees and provide ongoing training. Additionally, Ingenuity will provide an onsite resource on the first and last business day of each month for the first six (6) months following implementation. Hours for this resource will be 8:30 a.m. to 2:30 p.m. during most business days. Any deviations from this schedule would be communicated with Baldwin County as soon as possible.

2.6 Additional Services

In addition to the tasks and deliverables outlined in the five project phases above, Ingenuity will provide the following services:

- Project management
- Coordination and establishment of processes to facilitate outsourcing of the creation and mailing of renewal notices
- Ongoing maintenance and support
 - These services shall include support calls and Application maintenance, as well as periodic data updates based on new requirements from the State of Alabama

3 Functional Requirements

The Application will have five primary components:

1. An intuitive and web-based interface, providing features for Baldwin County to:
 - Allow creation, renewal and updating of automobile registrations
 - Allow creation, renewal and updating of boat registrations
 - Allow creation, renewal and updating of manufactured home registrations
 - Allow creation, renewal and updating of business licenses
 - Supply error reporting and search capabilities
2. An Administrative console, including features to:
 - View and update transaction details

- Create and manage users, roles, and privileges
 - Run reports
 - Perform other miscellaneous administrative tasks necessary for the normal operation of the Application
 - View and modify any registrations with incomplete assessment information. The primary use for this feature is to allow Baldwin County personnel to verify and correct registrations prior to renewal notice generation.
3. The Ingenuity Online Renewal system will allow customers to renew automobile, boat, and manufactured home registrations online – other online renewals may be implemented following the initial implementation of the Application.
4. The Ingenuity Online Registration/Transfer system (“EasyTag”) that will allow Baldwin County residents and/or Alabama dealerships to submit relevant documents and information to facilitate new registration and registration transfer over the Internet.

3.1 Internal Online Features

The following features will be provided for Baldwin County:

3.1.1 Registration of Automobiles and Boats

These activities include but are not limited to the following transaction types:

- New Registration
- Renewal
- Exchange/Upgrade/Swap
- Transfer
- Replacement
- Commitment to Purchase
- Taxes Only
- Business Operating License (BOL)
- Title Only

3.1.2 Manufactured Home Registrations

These activities include but are not limited to the following transaction types:

- New Registration

- Renewal
- Replacement
- Sales Tax Only
- Title Only

3.1.3 Business Licenses

These activities include but are not limited to the following transaction types:

- New Registration
- Renewal
- Replacement
- Transfer

3.1.4 Payment for Transactions

- Cash, check, credit, and debit card transactions will be accepted.

3.1.5 Online Renewals

The Ingenuity Online Renewal system allows for Baldwin County customers to renew their automobile, boat, business license, and manufactured home registrations online.

Using the Online Renewal website, Baldwin County customers will:

- Enter Automobile/Boat/Business License/Manufactured Home Renewal Information
- Select which registration(s) to renew
- Enter Payment Information utilizing SSL (Secure Sockets Layer)
- View and Print Payment Receipt

Ingenuity support staff will also offer assistance to Baldwin County customers who wish to renew over the phone during normal business hours (M-F, 8-5pm CT).

The following assumptions apply to the online renewal features:

- Vehicle renewals will be authorized using either a special code provided to customers through a link included with the renewal reminder emails and on renewal postcards mailed to customers or by using the customer's driver's license number in lieu of the special code
- Any necessary certifications will be determined during the Requirements Phase and may include certifications for insurance or other conditions

- Baldwin County will provide a location for the Application production server to operate and high-speed Internet access to this server to allow for online transactions

Once a customer has completed payment for an online renewal, no further transaction processing is required by Baldwin County. Because the online renewal system is integrated into the Application, the registration must simply be printed and mailed to the customer with the applicable tag/decal included.

The integrated Online Renewal system also contains an administrative console for Baldwin County personnel to manage online renewals. This console allows for the review, updating, and printing of all online renewal registration receipts. In addition to the administrative console, Ingenuity has created several reports that Baldwin County personnel may use to further manage and streamline the online renewal fulfillment process.

3.2 Online New Registrations/Transfers ("EasyTag")

The Ingenuity EasyTag system provides the capability for automobile dealerships and/or Baldwin County customers to electronically submit information and documents pertaining to the purchase of a vehicle to Baldwin County. With the EasyTag system, Baldwin County personnel may complete initial vehicle registrations and registration transfers for these customers over the Internet.

Using EasyTag, a customer or dealership would perform the following steps:

- Enter a valid Alabama title application number and customer name
- Verify automobile information (via link to ETAPS)
- Input/Verify driver's license, insurance, and current registration information
- Provide copies of all relevant/required documentation (including: Bill of Sale, Title Application, Dealers Affidavit, Proof of Residency)

Once the data has been input by the customer or dealership, Baldwin County can review and process the transaction using the Application's online renewal management console.

After the registration transaction has been successfully completed by Baldwin County, the EasyTag system will:

- Provide automated feedback to the customer via text message and email to prompt the customer to pay the applicable fees and taxes
- Accept payment from the customer online

- Update the Application to show that the transaction has been completed/paid and enter the transaction into a queue for Baldwin County to perform final fulfillment, including mailing applicable receipts, decals, and/or metal plates

3.3 Reporting and Other Features

3.3.1 Reports

The following will be provided for Baldwin County:

- Reports mandated by the Alabama Department of Revenue (ADOR) in support of registration fees, Ad Valorem and Sales taxes collected and remitted, and related supporting details as required by ADOR/Examiners Office
- Various administrative reports to assist Baldwin County in daily activities, including but not limited to:
 - End-of-Day Deposit Reports
 - Transaction Summary Reports
 - Online Renewal Reports
 - End-of-Month Distribution and Remittance Reports
 - User Performance Reports

In addition to these reports, the Application allows for Baldwin County and Ingenuity to create additional local reports to facilitate internal reconciliation processes and other administrative tasks.

3.3.2 Data Maintenance

Ingenuity will provide the following maintenance functionality and support services for Baldwin County:

- The import of VINVAL, MLI Suspension and similar external source files needed to maintain the Application
- Loading of any new tag types, tax rates, or other information on an as-needed basis.
- Administrative-level capabilities for performing activities such as updates to new vehicle types, processing of 'non-standard' transactions, and adjustment to completed transactions

4 Roles and Responsibilities

4.1 Baldwin County

The deliverables presented in this Project Scope Document are based on the following assumptions:

- Baldwin County will be responsible for providing and implementing the production hardware and software that the base Application will run on and utilize, as well as the work station computers, scanners and printers. Baldwin County will also be responsible for the maintenance and support of this hardware and software including any related expenses.
- For online transactions, the external server must have a live connection back to the production server.
- Baldwin County will work with Ingenuity to deploy the recommended production environment configuration.
- Baldwin County will identify and provide Subject Matter Expert (SME), application users, and the required documentation as necessary during the project.
- Baldwin County will provide a representative responsible for coordinating resources and support for this project.
- Baldwin County will be responsible for providing test data for the application on a timely basis.
- Baldwin County will be responsible for PCI Compliance related to credit card payments. Ingenuity and GovtPortal will assist Baldwin County in the preparation of responses to any Compliance Self-Assessment Questionnaires and will provide any quarterly server scans required by the ongoing compliance verification process.
- Related to the Application implementation, Baldwin County will provide all information (including record layouts and data dictionary information regarding database records and indicator values) needed by Ingenuity from Baldwin County's current application(s) in a format to be defined by Ingenuity.
- Baldwin County will provide resolution to Ingenuity-initiated project issues within three (3) business days of receipt.
- Baldwin County and Ingenuity will publish a joint press release about the new system and will encourage the media to publicize the new online services and encourage citizens to sign up for email reminders via the County website or by emailing the license office.

- Baldwin County and Ingenuity will promote the use of online services using notifications on the online renewal web site as well as the motor vehicle receipts and renewal notices if applicable. Other mutually agreed up methods of advertisement and/or promotion of online services may also be used.
- Baldwin County will provide any Ingenuity personnel working onsite in Baldwin County with the necessary work facilities, tools, workspace, work materials, print facilities and any special software, hardware and system access to perform tasks associated with the project. These requirements will include the equipment and facilities needed to perform the onsite classroom training sessions.

Any changes to the requirements detailed in this proposal will be addressed through a formal change control process.

4.2 Ingenuity

- Ingenuity will be responsible for the overall project management and implementation of the Application.
- Ingenuity will assist Baldwin County in its selection and implementation of the appropriate server hardware and software that the base Application will utilize.
- Ingenuity will host the online renewal site and will maintain the server used for online renewals at no additional cost to Baldwin County.
- Ingenuity will conduct testing of the application using a combination of Microsoft Internet Explorer and Microsoft Windows (currently IE 11.0).

5 Change Control

Due to the importance of completing this project in an effective and efficient manner, Ingenuity and Baldwin County agree that it is critical that the entire effort be closely managed. Therefore, the following change procedures will be followed in regards to any change control issue that arises during this project:

- The Baldwin County Representative will submit to Ingenuity a written description of any Baldwin County desired change to the project's scope, effort or schedule.
- Ingenuity will respond to any Baldwin County change request within three (3) business days with a written response that explains the effect of the requested change.

Ingenuity

Statement of Work – 02 In2Q Line Management

This Statement of Work (“SOW”) dated February 15, 2022 references and is incorporated within the Master Agreement (“Agreement”) dated November 1, 2018 between the Baldwin County Commission (“Baldwin County”) and Ingenuity, Inc. (“Ingenuity”).

Services: Ingenuity will customize, implement, maintain and support its In2Q Line Management Application (“In2Q”) for the Baldwin County Probate Judge’s Office (“Baldwin Probate”). In2Q will provide functionality to assist Baldwin Probate in managing the daily flow of customers through its satellite offices in Fairhope, Foley, and Robertsedale. In2Q will also provide reporting tools for Baldwin Probate to help improve operational efficiencies. Ingenuity will work with Baldwin Probate related to the associated hardware and equipment to be installed, but Baldwin Probate will pay for the initial purchase of this equipment and any ongoing maintenance and support separately. These Services are further described in Attachment 1 - Scope Document.

Price for Services: Baldwin County will pay Ingenuity \$12,000 per year (the “Annual Fee”) starting with the month that In2Q is implemented for Baldwin County. Ingenuity and Baldwin County agree that Ingenuity can raise the Annual Fee during any extended term for this SOW, but also agree that the Annual Fee will not be increased by more than 10% in any year of the extended term. If the last period of Services is for less than 12 months, the applicable Annual Fee will be prorated based on the number of months actually included.

Baldwin County will also pay Ingenuity a fee of \$10,000 (the “Implementation Fee”) for the initial services and expenses including system customization, implementation, training, testing, and travel. Half of the Implementation Fee will be due within thirty (30) days of the execution of this SOW. The other half of the Implementation Fee will be due within thirty (30) days of Ingenuity’s implementation of In2Q for Baldwin County (as described in Attachment 1 - Scope Document).

Project Start Date: 03/01/2022 - the Application will be implemented as soon as appropriate following the necessary Baldwin Probate testing.

Initial End Date: 03/31/2024 - the End Date will be automatically extended in two (2) year increments unless either party provides the other party written notice of termination at least thirty (30) days prior to the original End Date or an extended End Date as may be applicable.

Payment Schedule: Ingenuity will invoice Baldwin County each year on or about March 15th for the following one-year of services to be provided. Baldwin County will pay all Ingenuity invoices in accordance with the terms of the Agreement.

Baldwin County
Representative: Baldwin Probate Chief Clerk

Baldwin County Commission

Signature: _____
By: James E. (Jeb) Ball
Title: Chairman

Ingenuity, Inc.

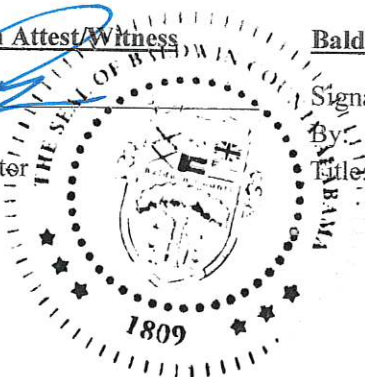
Signature: _____
By: Rick A. Hayes
Title: President

Baldwin County Commission Attest/Witness

Signature: _____
By: Wayne A. Dyess
Title: County Administrator

Baldwin County Probate Judge

Signature: _____
By: Harry D'Olive
Title: Probate Judge





**Statement of Work – 02
Attachment 1 - Scope
Document**

Baldwin County

For

**In2Q Line Management
Application Services**

February 2022

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1 Overview

This document describes the customization, implementation and provision of the In2Q Line Management Application ("In2Q") by Ingenuity, Inc. ("Ingenuity") for the Baldwin County Probate Judge's Office ("Baldwin Probate") satellite offices in Fairhope, Foley, and Robertsdale, as well as Ingenuity's ongoing maintenance and support related to In2Q. It also presents Ingenuity's approach, requirements and assumptions. In2Q will take advantage of web-based technologies. Ingenuity will work with Baldwin Probate related to the associated hardware and equipment that Baldwin Probate elects to install, but the initial purchase of this equipment and any ongoing maintenance will be addressed separately from this scope of work.

Ingenuity will provide Baldwin Probate a renewable, non-transferable license to use In2Q during the applicable term. In2Q will include:

- Features to allow customers who visit the Baldwin Probate satellite offices in Fairhope, Foley, and Robertsdale the ability to enter the service queue via the assistance of a Baldwin Probate front desk clerk.
- A User Interface for Baldwin Probate clerks to call the next customer in line that they can assist based on roles assigned to each clerk.
- Administrative features to manage roles assigned to each Baldwin Probate user, as well as a real-time view of the current wait statistics.
- Administrative reporting to show average wait times per role and wait times per location, using date-based filters.

2 Approach

Ingenuity will work with Baldwin Probate in a collaborative manner to achieve the objectives of this In2Q initiative based on the requirements presented in the Functional Requirements Section below.

The Ingenuity approach for customizing and implementing In2Q will include the following phases:

- Requirements and Planning
- Customization
- Implementation
- Testing/Training
- Production

2.1 Requirements Phase

During the Requirements Phase, Ingenuity will conduct the following activities:

- Conduct project kickoff
- Develop project schedule
- Validate the requirements for the project including:
 - Required Queue Roles and Reports
 - Technical infrastructure (server/network layout, etc.)

Key deliverables of the Requirements Phase are:

- Project Schedule
- Infrastructure Plan that defines the infrastructure (e.g., hardware, network) that is recommended for the production environment

2.2 Customization Phase

In2Q is built on a robust framework which allows a great deal of customization. Ingenuity will work closely with Baldwin Probate during this phase of the In2Q Initiative to ensure the final solution is custom-fit. Examples of customization activities include: confirming the types of activities that Baldwin Probate performs for its customers so that In2Q's user roles can be customized to fit Baldwin Probate's workflow, deciding what statistics need to be made available for reports, and customizing In2Q's user interfaces to fit Baldwin Probate's workflow.

Because of the planned customizations, special attention should be paid to these customizations during User Acceptance Testing (UAT) conducted during the Test/Training Phase.

2.3 Implementation Phase

During the Implementation Phase, Ingenuity will:

- Assist Baldwin Probate with preparation of the production environment
- Review test plan, describing the overall testing approach and the test data to be used
- Implement In2Q in test mode in the production environment

2.4 Testing/Training Phase

Following completion of the implementation activities, Ingenuity will conduct formal system testing of the software. The testing will consist of the following:

- **Functional Testing:** Functional validation testing, which includes validation of the user interface (UI) forms, will be conducted for all components of In2Q.
- **Performance Testing:** Performance testing will be conducted to demonstrate that the In2Q meets or exceeds reasonable performance metrics for these types of applications.
- **Data Load Testing:** Testing will be conducted to ensure that In2Q performs as expected during peak times with a large volume of queue tickets in the system.
- **User Acceptance Testing (UAT)** - The primary objective of UAT is for Baldwin Probate to validate that In2Q is working as described in the Functional Requirements. Baldwin Probate's approval of UAT will include the formal acceptance of In2Q.

Concurrent with these testing activities, Ingenuity will conduct classroom training for Baldwin Probate's employees expected to utilize In2Q.

2.5 Production Phase

Upon completion of the Testing Phase, the Production Phase will begin.

Ingenuity and Baldwin Probate will develop a production checklist that will determine the exact steps that will be taken to put In2Q into production.

2.6 Additional Services

In addition to the tasks and deliverables outlined in the five project phases above, Ingenuity will provide the following services:

- Project management
- Ongoing maintenance and support
 - These services shall include support calls and In2Q maintenance, as well as periodic updates to increase functionality or performance.
 - Ingenuity's training/support resource will also be available for on-site support, if necessary.

3 Functional Requirements

3.1 Primary Features

1. An intuitive and web-based interface, providing features for Baldwin Probate to:
 - Allow creation, printing, and updating of tickets in In2Q, corresponding with a customer who is visiting the Baldwin Probate Satellite Office
 - Gather information about that customer's transaction to help direct them to the correct window at the appropriate time
 - Allow a user to call the next customer to be served - roles will be used to determine what type of activity each user can perform and will match waiting customers accordingly
 - Show the ticket number and corresponding user window number of all tickets currently being called on customer-facing monitors
 - Audibly report the ticket number and corresponding clerk window number of all tickets currently being called through the use of a public announcement system
 - View real-time statistics of current wait times through a dashboard panel - this panel also shows the current state of each clerk (e.g., working, idle, logged-off) as well as clerk-based stats for the current day
 - Create and manage users, roles, and privileges
 - Run reports
 - Perform other miscellaneous administrative tasks necessary for the normal operation of In2Q
 - Viewing all of the data collected regarding wait times, clerk performance, and other measurable metrics via management reports to aide in identifying issues and formulate plans for corrective actions

In addition to the in-office management of In2Q, Baldwin County can also elect to show real-time wait times and the number of people currently in line on the Baldwin County website. Baldwin County would utilize monitors in the lobby areas to show a "Now Serving" queue at each location.

3.2 Reporting and Other Features

Baldwin Probate will be able to run real-time reports to show statistics of all currently-waiting customers as well as view date-based history of wait times.

4 Roles and Responsibilities

4.1 Baldwin Probate

The deliverables presented in this Project Scope Document are based on the following assumptions:

- The purchase and implementation of the production hardware, printers, monitors, and operating software that In2Q will run on and utilize will be addressed separately from SOW – 02. Baldwin Probate will be responsible for the purchase and implementation of all of its work stations that will utilize In2Q, any related public announcement (PA) system, the related monitors, and the ongoing maintenance and support of the related work stations, PA system, monitors, hardware, equipment, and operating software listed in this paragraph.
- Baldwin Probate will work with Ingenuity to deploy the recommended production environment configuration.
- Baldwin Probate will identify and provide Subject Matter Experts (SMEs), application users, and the required documentation as necessary during the initiative.
- Baldwin Probate will provide a representative responsible for coordinating resources and support for this initiative.
- Baldwin Probate will provide resolution to Ingenuity-initiated project issues within five (5) business days of receipt.
- Baldwin Probate will provide any Ingenuity personnel working onsite in Baldwin County with the necessary work facilities, tools, workspace, work materials, print facilities and any special software, hardware and system access to perform tasks associated with the project. These requirements will include the equipment and facilities needed to perform the onsite classroom training sessions.
- Baldwin County and Baldwin Probate shall not provide (and shall not allow any of its employees, contractors or agents to provide) any In2Q-related object or source code or any related documentation to any person or entity who is not a Baldwin County or Baldwin Probate employee. Ingenuity shall retain all intellectual property rights and interests in In2Q, including (1) all ideas, designs, concepts, techniques, inventions, discoveries, and improvements, regardless of patentability, but including patents, patent applications, trade secrets, and know-how; (2) all works of authorship regardless of copyright ability but including copyrights and any moral rights recognized by law; and (3) all other similar rights.

Any changes to the requirements detailed in this proposal will be addressed through a formal change control process.

4.2 Ingenuity

- Ingenuity will be responsible for the overall project management and implementation of In2Q.
- Ingenuity will assist Baldwin Probate in its selection and implementation of the appropriate hardware and software that In2Q will utilize.
- Ingenuity will conduct In2Q testing using a combination of Microsoft Windows and the latest versions of Internet Explorer, Firefox, and Chrome web browsers.

5 Change Control

Due to the importance of completing this project in an effective and efficient manner, Ingenuity and Baldwin Probate agree that it is critical that the entire effort be closely managed. Therefore, the following change procedures will be followed with regard to any change control issue that arises during this project:

- The Baldwin Probate Representative will submit to Ingenuity a written description of any Baldwin Probate desired change to the project's scope, effort or schedule.
- Ingenuity will respond to any Baldwin Probate change request within five (5) business days with a written response that explains the effect of the requested change.