

**Implementation of Customer Relationship Management Solution
For the Baldwin County Commission**

1. OVERVIEW

1.1 Introduction

The Baldwin County Commission is seeking proposals for professional services associated with the design and implementation of the Microsoft Dynamics platform in our Citizen Service Center. The implementation partner will assist in providing the solution architecture and design as well as mentoring Baldwin County Commission Communications and Information Systems (CIS) support staff in best practices and ongoing support of the Microsoft Dynamics solution.

The implementer must understand the existing use of scripting, knowledgebase and forms used in our Citizen Service Center and provide architectural direction in the purchase of server and client access license to best allow for ability in future years to have a fully integrated system with APIs between various work order management systems in all County Commission Departments, mobile apps, and on our website. In the future, our goal is to have the ability for the service request information to be captured in the Microsoft Dynamics solution then pushed out to other back end work order management solutions and pulled back into the Dynamics system for tracking and data analysis purposes without extensive customization.

CIS staff should be trained with the ability to complete configuration and implementation of additional County Commission processes into the Microsoft Dynamics platform in the future. The implementer will be expected to be an expert in the Microsoft Dynamics architecture and configuration of the tool, and will provide guidance, assistance, and best practice advice throughout the process. The implementer will also provide support training, and post-implementation support on a time and materials basis.

1.2 Background

Baldwin County has a population of approximately 202,000 citizens and encompasses over 1600 square miles. The County has fourteen incorporated municipalities, ranging in size & density, but a majority of Baldwin's population resides in the rural, unincorporated areas. The County government is headquartered at the county seat in the City of Bay Minette and is governed by a four (4) member County Commission. Further, the County Commission employs a County Administrator who serves as its chief administrative officer in order to affect the policies adopted by the County Commission.

Although the county seat is in Bay Minette, there are also satellite courthouses located in the cities of Fairhope (Eastern Shore) and Foley (South Baldwin County) as well as satellite County

Commission Offices in Robertsdale (Central Baldwin County). Prior to July of 2005, the Baldwin County Commission had provided a phone and switchboard operator at each of the courthouse locations. In July 2005, the County centralized its switchboard operators and established what is now the Citizen Service Center. Currently, callers reach our Service Center by calling the numbers listed for the “Courthouse Switchboard” or the “County Commission Call Center/Service Center” as well as numbers listed for our Solid Waste Department, Highway Administration, and Commission Administration, BRATS Transportation and Sales and Use Tax department, among others. The County has almost 600 employees in 17 departments or divisions; several elected officials including a Probate Judge, Revenue Commissioner, Sheriff and Coroner; and we are also host to several major state offices, including Circuit and District Judges, Circuit Clerk and court specialists, and divisions of the Alabama Law Enforcement Agency. At least three county departments currently use some type of service request (work order) software, however no two are compatible.

Our Citizen Service Center is part of the Communications and Information Systems Department and consists of 8 full time employees - 6 Customer Service Representatives (CSRs), 1 knowledgebase/website coordinator and 1 supervisor. The Service Center operates Monday through Friday from 8:00 a.m. to 4:30 p.m. Despite attempts to process more departmental service requests and end calls in our center, we continue to serve primarily as a switchboard, identifying the appropriate person or department to respond to a request for service. Handling an average of over 1,500 calls each day, in an effort to reduce the number of calls being transferred and increase service to the citizen, CSRs answer a wide variety of questions using detailed information as provided by cooperating agencies. We utilize Unify HiPath 4000 with IP phones, Unify OpenScape Contact Center telephony software, Microsoft Sharepoint Portal Server, and computers with Windows 7 or later operating systems.

2. BALDWIN COUNTY ENVIRONMENT

2.1. Technical Environment

Existing Microsoft Environment

- Microsoft Windows Server 2012 R2 or above (we can support 2016)
- Microsoft IIS 8.5 or above
- Microsoft SQL Server 2014 or above
- Microsoft Sharepoint Server 2010 moving to Sharepoint 2016 with our Office 365 deployment
- Microsoft Exchange Server 2013 hybrid
- Microsoft Windows 7 or above
- Microsoft I.E 11 – however should be compatible with all internet browsers.
- Microsoft Office 2016 Pro Plus (including Word, Excel, Outlook, Powerpoint)
- Server 2012 Hyper-V for virtual server environment

Existing IBM ISeries which houses ERP, Property Information, & Deeds Information Version 7 R1

Existing GIS environment

- ESRI ArcGIS 10.2.2 Workstation

- ESRI ArcGIS Server 10.2.2 with Geodatabases in MS SQL 2012

Existing Telephony Environment

- Unify Hi-Path 4000 Version 7
- Unify Xpressions Version 7
- OpenScape Contact Center Version 8 R2

Existing Network Environment

- Cisco 4510R+E VSS & 3750E & 3560G Switches.
 - Backbone at minimum Ethernet 1000.
 - Desktops are switched Ethernet 100/1000.
- All major facilities interconnected by County owned dark fiber
- One internet service provider with two separate circuits.
 - North end of the county 100 mb/100mb
 - South end of the county 50 mb/50mb

2.2 Citizen Service Center Environment

Skills based routing of calls is achieved through the Unify Openscape Contact Center (OSCC) solution. OSCC will route the call to appropriate personnel, once the call is routed, Service Center staff must be able to handle that call using information found in scripting and in internal knowledgebase.

Ten service center staff view script flow to assist in guiding them to correct resolution of the call. The correct resolution or answer may be found:

1. In the script itself
2. In a piece of knowledge

The resolution may be:

1. To answer the caller's question based on information found in script or knowledge document.
2. To transfer the caller to another internal department for resolution -We have thousands of internal extensions so knowledge articles are used to match key words/subject matters with employees and the proper phone extension for transfer.
3. To submit a service request directly in to another work order system that Citizen Service Center staff has access to – at this time we have separate credentialing for those and the CSR will move from scripting/knowledge to the work order system to submit request directly into that application – there are no integrations.

2.2.1 Scriptflow

Scriptflow is used to provide answers as well as direct a CSR to specific document in knowledge that contains more detailed information than what can be captured in a script. That script can be updated on the fly to ensure CSRs are always seeing the most current saved version of the script.

2.2.2 Knowledgebase

Knowledge documents can be updated “on the fly” and CSRs immediately see changes to the document. Documents can be categorized as being visible to internal staff only or visible to internal and external users via our web portal.

Knowledge documents consist of:

- HTML documents created internally visibly only to county staff.
- FAQ style documents with question and answer that can be seen by internal staff only – or by internal staff and public via our website, depending on the document settings/privacy settings
- Websites maintained by other public entities (i.e our county website, city websites, State and Federal websites).
- Knowledgebase is basically “Google for Baldwin County Government”.

2.2.3 Reporting

- Ability to report on knowledge searches to include:
 - Search terms
 - Documents used to answer search terms
 - High level number of searches done by period (day, week, month, year)
 - How often each document in knowledge has been used in a period (day, week, month, year)

3. PROJECT DELIVERABLES

- Evaluate current business processes and infrastructure
- Create requirements documentation for Microsoft Dynamics server and client access licensing
- Provide best practice and expert guidance on development of solution for Service Center
- Define the technical environment and deployment options in which the requested system solution will operate
- Analyze and recommend any components, plug-ins, or add-ons, etc. that may help with the implementation
- Integration with Unify OSCC to provide screen pops of call details as well as scriptflow and access to knowledgebase
- Analyze and recommend future development approach
- Identify additional potential system integrations with Microsoft Dynamics
- Identify business processes currently not supported by technology that could be supported by Microsoft Dynamics Solution
- Train CIS staff on creation of Microsoft Dynamics workflows
- Train CIS technical staff on support requirements for Microsoft Dynamics deployment
- Functional and technical design documentation

COMPONENTS	FUNCTIONALITY	CITIZEN SERVICE REPRESENTATIVE	KNOWLEDGEBASE COORDINATOR	CUSTOMER RELATIONSHIP MANAGER	OTHER CIS STAFF	PUBLIC VIA WEB
SCRIPTFLOW						
	VIEW	REQUIRED	REQUIRED	REQUIRED	REQUIRED	NO
	CREATE, EDIT AND VIEW	NO	REQUIRED	REQUIRED	POSSIBLY	NO
KNOWLEDGE DOCUMENTS						
	VIEW	REQUIRED	REQUIRED	REQUIRED	REQUIRED	VIEW OF SPECIFIED DOCUMENTS
	CREATE, EDIT AND VIEW	NO	REQUIRED	REQUIRED	POSSIBLY	NO
ESCALATIONS/NOTIFICATIONS						
	CREATE ALERT FOR MORE INFORMATION NEEDED					
		REQUIRED	REQUIRED	REQUIRED	REQUIRED	PREFERRED
	RECEIVE NOTIFICATION THAT QUESTION HAS BEEN ESCALATED					
		NO	REQUIRED	REQUIRED	REQUIRED	NO
	VIEW ESCALATED QUESTIONS AND STATUS					
		REQUIRED	REQUIRED	REQUIRED	REQUIRED	POSSIBLY
	RECEIVE NOTIFICATION CONCERNING ANSWER TO ESCALATED ISSUE					
		REQUIRED	THEY WOULD BE ONE SENDING NOTIFICATION	THEY WOULD BE ONE SENDING NOTIFICATION	POSSIBLY	REQUIRED

4. VENDOR INFORMATION AND FUNCTIONAL REQUIREMENTS

4.1 Executive Summary

Please provide an Executive Summary written in non-technical language describing your scope of services and understanding of this proposal. The Executive Summary should not include pricing of any kind.

4.2 Company Profile

Describe your company, including but not limited to, its years in business, general markets it services, number of clients for which you have implemented various feature of the Microsoft Dynamics platform, and any distinctiveness of your company relating to the not-for-profit government computing marketplace. The County, at its option, may require a vendor to provide additional support and /or clarify requested information.

4.3 References

Include references of clients that your company currently provides Microsoft Dynamics solutions and technical services on an ongoing basis. (Attach additional sheets as necessary). For each reference include:

- agency name
- contact name
- physical address
- telephone number
- email address
- date of implementation
- specific Microsoft license involved in implementation

4.4 Implementation

Please describe your implementation methodology, client/vendor roles and responsibilities for the implementation and necessary client resources for a successful implementation. Please also provide a detailed implementation plan. This information must include:

- Project organization chart
- Detailed implementation methodology
- Implementation plan, including estimated time-frame and deliverables for each stage of the project
- Expected role/expertise of County employees required at different stages/modules of the implementation process and for ongoing support.
- Level of expertise (e.g., novice, proficient or advanced) required of County staff for implementation.

4.5 Training

- The proposer must provide a detailed plan for training.
- Overview of proposed training, including options for on-site or e-training of end users and CIS support personnel.
- Sample training manual or class outlines
- Describe your company's training methodology and primary concepts used.
- Describe training assessment and evaluation procedures.

5. SUBMISSION PROCEDURES, REQUIREMENTS

One (1) original and three (3) copies of the proposal must be received by the County prior to **2:00 P.M., (Central Standard Time) on Monday, November 28, 2016**. All copies of the proposal must be under sealed cover and plainly marked. **No emailed or faxed proposals will be accepted**. Proposals should be delivered or mailed to:

Wanda Gautney, Purchasing Manager
312 Courthouse Square, Suite 15 (mailing address)
257 Hand Avenue (physical address)
Bay Minette, AL 36507
Phone: (251) 580-2520

6. INQUIRIES AND QUESTIONS

Inquiries and questions should be submitted by email only to Wanda Gautney, Purchasing Manager, at wgautney@baldwincounty.gov no later than **3:00 P. M., Central Standard Time, on November 9, 2016**. All inquiries or questions should be consolidated by each vendor and posted to the County website.

7. PRE-PROPOSAL CONFERENCE

A **mandatory Pre-Proposal Conference** will be held at the Baldwin County Purchasing Conference Room located at 257 Hand Avenue, Bay Minette, Alabama on **Wednesday, November 16, 2016, at 1:30 P.M. (Central Standard Time.)** The conference will include a thorough discussion of Request for Proposal specifications and **Vendor** questions. **ALL INTERESTED VENDORS MUST ATTEND**. Vendors will not be allowed to submit a proposal for this project if they or a representative of their company does not attend the Pre-Proposal Conference.

8. PRIME VENDOR RESPONSIBILITIES

Vendor will assume responsibility for delivery of services and application performance, regardless whether or not the Vendor subcontracts any of these items and services. The Vendor will be the sole point of contact regarding contractual matters, including performance of services and the payment of any and all charges resulting from contract obligations. Vendor will be totally responsible for all obligations outlined under this RFP.

9. GUARANTEE/PERFORMANCE BOND

A performance bond in one-hundred percent (100%) of the total amount of the project will be provided prior to any work beginning. Proof of bonding ability for this project must be submitted with the RFP Response.

10. POWER OF ATTORNEY

Attorneys-in-fact who sign bonds must file with each bond a certified and effectively dated copy of their power of attorney.

11. HOLD HARMLESS PROVISION

The vendor shall at all times indemnify and save harmless the County and its Departments, their County Commissioners, officers and employees, against all liability, claim of liability, loss, cost or damage, including death, and loss of services, on account of any injury to persons or property, occurring from any cause whatsoever in the work involved in the contract, and will at his expense defend on behalf of the County and its departments, their officers and employees, either or all, any suit brought against them or any of the arising from any such cause.

12. SERVICE PROVIDER QUALIFICATIONS

All bidders, to the best of their knowledge and belief, must be in, and remain in compliance with all applicable Federal, Alabama State, County and municipal laws, regulations, resolutions and ordinances. In particular, and without limitation, all bidders must be licensed and permitted in accordance with The Code of Alabama Title 10, concerning corporations doing business within Alabama, Title 34, dealing with licensing for businesses, Title 40, concerning licenses and taxation, unless otherwise exempt. All bidders should be prepared to timely submit to the County non confidential evidence or documentation demonstrating that the fact they are presently licensed and permitted under Alabama law. Such non confidential evidence or documentation is encouraged to be submitted with the Bid Package.

The bidder expressly acknowledges, to and for the benefit of the Baldwin County Commission, that this Agreement may be funded with **federal grant monies** and, therefore, bidder expressly warrants and agrees that it shall at all times comply with all applicable federal, state, local and municipal laws and regulations. For more information about the Federal regulations visit the website <http://www.gpoaccess.gov/index.html> Code of Federal Regulations.

All vendors, contractors and grantee are required to comply with the Alabama Immigration Law under Sections 31-13-9 (a) and (b) of the Code of Alabama. Forms and documents will be included with award documents. Information and forms can be found on the Baldwin County Commission's Purchasing website under E-Verify at www.baldwincountyal.gov

All out-of-state bidders must provide proof of proper certification of authority, and any required registration, to transact business in this State, in order to perform work for the Baldwin County Commission. Bidder's Registration Number shall be provided on the Bid Response Form. The phone number for the Alabama Secretary of State is (334) 242-5324, Corporate Division.

13. CONTRACTORS AND SUBCONTRACTORS AND INSURANCE

The Contractor shall not commence work under this contract until all the required insurance has been obtained. Such insurance has not been approved by the County, nor shall the Contractor allow any Subcontractor to commence work on his subcontract until the insurance required of the Subcontractor has been so obtained and approved.

14. COMPENSATION INSURANCE

The Contractor shall procure and shall maintain during the life of this contract Workmen's Compensation Insurance for all of his employees to be engaged in work on the project under his Contract, and, in case of any such work sublet, the Contractor shall require the Subcontractor similarly to provide Workmen's compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Workmen's Compensation Insurance. In case a class of employees engaged in hazardous work on the project under this contract is not protected under the Workmen's Compensation Statute, the Contractor shall provide and shall cause each Subcontractor to provide adequate employer's general liability insurance for the protection of such of his employees as are not otherwise protected. The Baldwin County Commission, its Departments and its employees shall be named as additional insured.

15. CONTRACTOR'S PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

The Contractor shall procure and shall maintain during the life of this contract a Comprehensive Liability Policy providing bodily injury and property damage coverage on an occurrence basis including damages arising from blasting explosion or collapse, mechanical equipment digging in streets or highways, and including completed operations, independent contractors and contractual general liability. Insurance shall be contractual general liability \$500,000.00 per occurrence bodily injury and property damage; \$5,000 per person medical payments or medical expense; \$500,000.00 per occurrence bodily injury and property damage; \$5,000 per person medical payments or medical expense; \$500,000.00 personal and advertising injury; \$50,000.00 fire damage (any one firm); \$1,000,000.00. The Baldwin County Commission, its' Departments and its employees shall be named as additional insured.

16. AWARD

The County reserves and in its sole discretion may exercise the following rights and options with respect to the proposal submission, evaluation and selection process under this RFP:

- To reject any proposals if, in the County's sole discretion, the proposal is incomplete, the proposal is not responsive to the requirements of this RFP as stated, the Vendor does not meet the qualifications set forth in the RFP, or it is otherwise in the County's best interest to do so.

- To supplement, amend, substitute or otherwise modify this RFP at any time prior to selection of one or more Vendors for negotiation and to cancel this RFP with or without issuing another RFP.
- To accept or reject any or all of the items in any proposal and award the contract(s) in whole or in part if it is deemed in the County's best interest to do so.
- To request that some or all of the Vendors modify proposals based upon the County's review and evaluation.
- To require a Vendor to give an oral presentation and/or product demonstration to the County after submittal of the RFP. Actions by the County in this regard should not be construed to imply acceptance or rejection of a proposal. The County will contact the Vendor's primary contact with further instructions should the County decide to request a presentation/demonstration.

It is the County's intent to award the bid to one Vendor.

17. VENDOR PROPOSAL RESPONSE FORM

Date: _____

Out of State _____ or _____ If yes, _____
Yes No Registration Number

Company Submitting Proposal: _____

Address: _____

Contact Person: _____

Office Telephone: _____

Email: _____

Implementation Fee Initial Cost: _____

Training Cost: _____

Additional Anticipated Costs (Please explain in Detail):

Annual Support Cost: _____

Printed name & title of person submitting proposal:

Signature of person submitting proposal:

State of Alabama)

County of Baldwin)

CONTRACT FOR PROFESSIONAL SERVICES

This Contract for **Professional Services** is made and entered into by and between the County of Baldwin (hereinafter called "COUNTY") acting by and through its governing body, the Baldwin County Commission and PROVIDER, (hereinafter referred to as "PROVIDER").

WITNESSETH:

Whereas,

Whereas,

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the sufficiency of which being hereby acknowledged, PROVIDER and COUNTY do hereby agree as follows:

I. Definitions. The following terms shall have the following meanings:

- A. COUNTY: Baldwin County, Alabama
- B. COMMISSION: Baldwin County Commission
- C. PROVIDER:

II. Obligations Generally. The COUNTY hereby retains, and the PROVIDER agrees to perform for the COUNTY, those professional services as hereinafter set forth. This document shall serve as the binding contract for the services of PROVIDER. PROVIDER shall immediately commence performance of the services outlined herein upon full execution of this Contract. All work shall be commenced and completed in a timely manner as, and at the times, herein set out.

III. Recitals Included. The above recitals and statements are incorporated as part of this Contract, and shall have the effect and enforceability as all other provisions herein.

IV. Professional Qualifications. For the purpose of this Contract, the PROVIDER represents and warrants to the COUNTY that it possesses the professional, technical, and administrative personnel with the specific experience and training necessary to provide the professional services required herein.

V. No Prohibited Exclusive Franchise. The COUNTY neither perceives nor intends, by this Contract, a granting of an exclusive franchise or violation of Art. I, Section 22 of the Alabama Constitution.

VI. Representation/Warranty of Certifications, Etc. PROVIDER represents and warrants that PROVIDER is presently certified, licensed and otherwise permitted under all necessary and applicable laws and regulations to perform the services herein, and that PROVIDER shall renew, maintain, and otherwise ensure that all such certifications, licenses, and permits are current and valid, without interruption, for and through completion of the services. The representation and warranty aforesaid is a material inducement to the COUNTY in entering this Contract, and the parties agree that the breach thereof shall be deemed material at the County's option.

VII. Legal Compliance. PROVIDER shall at all times comply with all applicable federal, State, local and municipal laws and regulations.

VIII. Independent Contractor. PROVIDER acknowledges that it is an independent contractor, and PROVIDER shall at all times remain as such in performing the services under this Contract. PROVIDER is not an employee, servant, partner, or agent of the COUNTY and has no authority, whether express or implied, to contract for or bind the COUNTY in any manner. The parties agree that PROVIDER shall be solely responsible for and shall have full and unqualified control over developing and implementing its own means and methods, as it deems necessary and appropriate in providing the aforementioned services, and that the COUNTY's interests herein are expressly limited to the results of said services. PROVIDER is not entitled to unemployment insurance benefits, and PROVIDER is responsible for and obligated to pay any and all federal and state income tax on any monies paid pursuant to this Contract.

IX. No Agency Created. It is neither the express nor the implied intent of PROVIDER or COUNTY to create an agency relationship pursuant to this Contract. Therefore, the PROVIDER does not in any manner act on behalf of COUNTY, and the creation of such a relationship is prohibited and void.

X. Unenforceable Provisions. If any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability

shall not affect any other provision hereof. This Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

XI. Entire Agreement. This Contract represents the entire and integrated agreement between COUNTY and PROVIDER and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may be amended only by written instrument signed by all parties.

XII. Failure to Strictly Enforce Performance. The failure of the COUNTY to insist upon the strict performance of any of the terms, covenants, agreements and conditions of this Contract shall not constitute, and shall never be asserted by PROVIDER as constituting, a default or be construed as a waiver or relinquishment of the right of the COUNTY to thereafter enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.

XIII. Assignment. This Contract or any interest herein shall not be assigned transferred or otherwise encumbered by PROVIDER without the prior written consent of the COUNTY, which may be withheld or granted in the sole discretion of the COUNTY.

XIV. Ownership of Documents/Work. The COUNTY shall be the owner of all copyright or other intellectual property rights in reports, documents and deliverables produced and paid for under this Contract, and to the extent permitted by Alabama law, any such material may be reproduced and reused at the discretion of the COUNTY without payment of further consideration. PROVIDER shall not transfer, disclose, or otherwise use such information for any purpose other than in performance of the services hereunder, without the COUNTY's prior written consent, which may be withheld or granted in the sole discretion of the COUNTY.

XV. Notice. Notice required herein shall be in writing, unless otherwise allowed, and said notice shall be deemed effective when received at the following addresses:

PROVIDER: _____

COUNTY: Baldwin County Commission
c/o Chairman
312 Courthouse Square

Suite 12
Bay Minette, AL 36507

XVI. Services to be Rendered. PROVIDER is retained by the COUNTY as a professionally-qualified **contractor**. The general scope of work for the services shall include all the terms and Conditions of **“Request for Proposals,”** the same being expressly incorporated herein by reference, and without limitation will encompass:

“ All provision and conditions and/or specifications listed/stated in the Request for Proposals for Customer Relationship Management Solution for the Baldwin County Commission.”

- A. PROVIDER will provide ongoing communications with COUNTY regarding this service, including updates, emails and etc. as requested. Additionally, PROVIDER will meet with COUNTY as needed or requested.
- B. PROVIDER is responsible for the professional quality, technical accuracy, timely completion and coordination of all services furnished by or in relation to this Contract.
- C. PROVIDER represents and warrants that its services shall be performed within the limits and standards provided by the COUNTY, in a manner consistent with the level of care and skill ordinarily exercised by similar providers under similar circumstances at the time the services are performed.

XVII. General Responsibilities of the COUNTY.

- A. The COUNTY shall provide reasonable notice to PROVIDER whenever the COUNTY actually observes or otherwise actually becomes aware of any development that affects the scope or time of PROVIDER’s services hereunder or any defect or nonconformance in the work of PROVIDER.
- B. The COUNTY shall pay to PROVIDER the compensation as, and subject to the terms set out below.

XVIII. Termination of Services. The COUNTY or PROVIDER may terminate this contract, with or without cause or reason, by giving ten (10) days written notice of such to the other party. Upon receipt of such notices, PROVIDER shall discontinue its work to the extent specified in the notice.

In the event of termination, the COUNTY shall pay PROVIDER for all services satisfactorily rendered, and for any expenses deemed by COUNTY to be a

reimbursable expense incurred pursuant to this Contract and prior to the date of termination.

XXIX. Compensation Limited. The compensation to be paid to the PROVIDER shall be the full compensation for all work performed by PROVIDER under this Contract. Any and all additional expenditures or expenses of PROVIDER, not listed in full within this Contract, shall not be considered as a part of this Contract and shall not be demanded by PROVIDER or paid by COUNTY.

XX. Direct Expenses. Compensation to PROVIDER for work shall be \$ _____. Said compensation shall be all inclusive, including without limitation, reimbursement of all cost, incidentals and operating expense associated with those directly engaged in performance of the requested services

XXI. Method of Payment. PROVIDER shall submit invoices to the COUNTY for payment for work performed. Such invoice shall be accompanied by a detailed account of compensation to be paid PROVIDER.

Payment shall be made by the COUNTY within thirty (30) days of the approval of the invoice submitted by the PROVIDER. The COUNTY agrees to review and approve invoices submitted for payment in a timely manner.

XXII. Effective and Termination Dates. This Contract shall be effective for six (6) months and commence immediately upon the same date as its full execution and same shall terminate upon both the expiration of six (6) months or either by giving ten (10) days written notice of such to the other party. [Nothing herein stated shall prohibit the parties from otherwise terminating this Contract according to the provisions herein.]

XXIII. Force Majeure. The Parties hereto shall incur no liability to the other if performance becomes impossible or impracticable by reason of an event or effect that the parties could neither have anticipated nor controlled. This allowance shall include both an act of nature and acts of third parties. Any costs that would otherwise be incurred and/or necessitated by the provisions herein shall be alleviated for either party by such event or effect.

XXIV. Indemnification. PROVIDER shall indemnify, defend and hold County, and its Commissioners, affiliates, employees, agents, and representatives (collectively referred to in this Section XXIV as "COUNTY") harmless from and against any and all claims, demands, liabilities, damages, losses, judgments, costs, and expenses including, without limitations, attorneys' fees, and costs, for any and all personal injury (including death) and property damage of any kind or nature whatsoever, incurred by, asserted against, or imposed upon COUNTY, as a result of or in any manner related to provision of services hereunder, or any act or omission, by PROVIDER. PROVIDER shall provide the COUNTY with proof of general liability coverage including the COUNTY as an additional insured. This indemnification shall survive the expiration or termination of this Contract.

XXV. Number of Originals. This Contract shall be executed with three (3) originals, each of which are equally valid as an original.

XXVI: Governing Law: This Contract in all respects, including without limitation its formation, validity, construction, enforceability and available remedies, shall be governed by the laws of the State of Alabama, without regard to Alabama conflict of law principles.

XXVII: Insurance: Prior to performing services pursuant to this Contract, Provider shall carry, with insurers satisfactory to County, throughout the term of hereof, Auto Liability Insurance, including owned, hired and non-owned vehicles, with limits of not less than \$1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence; Commercial General Liability Insurance, including all contractual liability hereunder, with limits not less than \$1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence; and Worker's Compensation Insurance, meeting the statutory limits of the State of Alabama and Employer's Liability Insurance fully covering all employees and supervisors participating in the work at the subject property site. All liability insurance shall name the County as an additional insured. Prior to commencing operations hereunder, a Certificate of Insurance evidencing such coverage, satisfactory to County, shall be furnished to County, which shall specifically state that such insurance shall provide for at least ten (10) days' notice to County in the event of cancellation, termination or any change in such insurance policies. The workers compensation certificate shall bear an endorsement clearly evidencing a waiver of the right of subrogation against County and County Representatives. Should Provider fail to furnish current evidence upon demand of any insurance required hereunder, or in the event of cancellation, termination or change in any such insurance, County may, at its option, suspend this Contract until insurance is obtained, terminate this Contract immediately without further action, or hold Provider in material default and pursue any and all remedies available.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the last day of execution by the COUNTY as written below.

COUNTY

ATTEST:

_____/_____
T. CHRISTOPHER ELLIOTT, Chairman /Date

_____/_____
RONALD J. CINK, /Date
County Administrator/Budget Director

NOTARY AND SIGNATURE PAGE TO FOLLOW

State of Alabama)

County of Baldwin)

I, _____, a Notary Public in and for said County, in said State, hereby certify that, T. Christopher Elliott, whose name as Chairman of Baldwin County Commission, and Ronald J. Cink, whose name as County Administrator/Budget Director, are known to me, acknowledged before me on this day that, being informed of the contents of the Contract for Professional Services, they, as such officers and with full authority, executed same knowingly and with full authority to do so on behalf of said Commission.

GIVEN under my hand and seal on this the _____ day of _____, 2016.

Notary Public
My Commission Expires

PROVIDER:

Insert Provider Name

_____/_____
By _____/Date
Its _____

State of Alabama)

County of _____)

I, _____, Notary Public in and for said County and State, hereby certify that _____ as _____ of _____, whose name is signed to the foregoing in that capacity, and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing, he executed the same voluntarily on the day the same bears date for and as an act of said _____.

GIVEN under my hand and seal on this the _____ day of _____, 2016.

Notary Public _____
My Commission Expires