
Request for Proposals

Call Recording and Quality Management Solution for Baldwin County Commission

1. OVERVIEW

1. Overview

1.1 Introduction

The Baldwin County Commission (County) is seeking proposals for a call recording solution. The recordings will be used for quality management, evaluation and training purposes. Our goal is to improve the skill and knowledge level of call takers, resulting in increased citizen satisfaction. Currently only live monitoring can be performed. Live monitoring is labor intensive and does not ensure that a broad representation of calls is being analyzed for quality assurance.

The citizen's only interaction with their local government is often through a phone call. Because of this, it is vitally important that every citizen receives consistent and courteous customer service. Citizen feedback and reactions are important tools for future policy and procedures. It is proposed that a call recording and quality management system be implemented to improve the quality of phone interactions wherever implemented.

The proposer must understand the complexities of our current call routing environment and provide guidance to ensure all outlined security requirements are met regardless of how the call enters our telephone system environment.

The County, with assistance and input from the selected Vendor, retains the ultimate responsibility for project management. The County Commission's Customer Relationship Manager will be the Project Manager. The County's Project Manager will work with the Vendor's Project Manager to set direction for work, manage risk and issues to ensure that deliverables are met.

1.2 Background

The Baldwin County Commission utilizes various Unify VoIP and TDM phones, Unify OpenScope Contact Center (OSCC) telephony software, Microsoft Sharepoint Portal Server, and both desktop and laptop computers with Windows 7 or later operating systems to serve almost 600 employees in 17 departments or divisions.

Our Communication and Information Services (CIS) department handles the telecommunications needs of all County Commission departments as well as a majority of those for the Circuit Court system, State offices and other agencies co-located in our facilities throughout the county.

We anticipate that the initial users of the call recording solution will be 2 divisions currently using OSCC to route calls to 10 VoIP and 10 digital stations.

1.3 Project Goals

- Improve the service process for all applicable phone interactions.
- Identify most frequent phone requests and requirements in order to ensure they are being met most efficient way possible.
- Illustration of and quality measurement of the entire telephone interaction.
- Increase service quality and citizen satisfaction.
- Creation of standard evaluation criteria
- Planning and creation of training and coaching measurements based on evaluation criteria
- Determination of strengths and weaknesses of the agents, both technical and communication skills.
- Determination of the status and success of identified measures for quality improvement and/or planning and advancement of new qualifying measures.
- Obtain information for coaching's and feedback to agents.
- Increase system efficiency by implementation of screen recording for quality assurance purposes.

Based on the recording of calls it should be possible to do quality monitoring and evaluation that covers both the call itself as well as the content of the entire multimedia communication platform through screen recording.

Weaknesses in agents' knowledge which are discovered during the evaluation should be promptly corrected by the assignment of individual training. Training success should be measured via automated standardized tests.

Additionally, it should be possible in future phases to implement a customer feedback opportunity to expand the internal point of view with the customer to a 360° view.

1.4 Baldwin County Technical Environment

Existing Telephone System

- Unify Hi-Path 4000 Version 7
- Unify Xpressions Version 7
- OpenScape Contact Center Version 8 R2
- Typical telephone desktop models
 - Siemens Opti-E Advance
 - Siemens Opti-point 500
 - Siemens Opti-point 420 Advance
 - Openstage Model 60G HFA
 - Openscape Model IP55G HFA

Existing Microsoft Environment

- Microsoft Windows 7 or above desktops and laptops
- Microsoft Windows Server 2012 R2 or above (we can support 2016)
- Microsoft IIS 8.5 or above
- Microsoft SQL Server 2014 or above

- Microsoft Exchange Server 2013 hybrid
- 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

2. PROPOSAL PREPARATION

2. Proposal Preparation

2.1 Form

All integral parts not specifically mentioned in the scope of these specifications that are necessary to provide a complete, full-service call recording solution should be furnished in the response. Any software or equipment to be purchased must be compatible with current systems.

The proposal should show itemized pricing where possible and should include:

- Hardware
- Software
- Customizing
- Installation
- Training
- Service

2.2 Company Profile

Each Proposer shall provide a company profile, which should include an overview of current and prior experience in work comparable to the scope of services outlined in this Request for Proposals.

A reference list with similar projects, based on the same product should be provided with the proposal. Detail should be provided with regards to experience with public sector/government entities.

The Baldwin County Commission receives calls from a wide variety of sources. The proposer should have a thorough knowledge of call recording laws in order to provide best practice and expert guidance to ensure we comply with all Federal, State and territory regulations pertaining to call recording.

2.3 Project Plan and Project Team

A project team with a team leader must be designated. A project plan is mandatory and must be provided with the offer. The same information must be provided by any sub-supplier. Any installation work must be approved by the County Commission project manager. The County Commission project manager will be informed frequently on the progress of the project.

The supplier must appoint a project team and clearly define the organization and their responsibilities.

The supplier must include their escalation procedures in the proposal. A proposed service agreement should also be included.

The delivery includes comprehensive documentation on all components. The documentation may be provided in digital format (i.e. PDF) or hardcopy and should as a minimum cover the following:

- Operating Manual for all components
- System diagram with all components

2.4 Supplies and Services

The purchaser reserves the right to change license quantities in the course of this contract. All changes will be confirmed in written format.

Any changes by either party require written change order.

Final delivery includes complete documentation for system administrators, supervisors and all other users.

The supplier is responsible for installation and training.

2.5 Functional Test

All functions need to be tested and confirmed in written format on site. All tests will be executed by the purchaser in conjunction with the supplier.

2.6 Acceptance

There will be a final approval, which considers:

- Completeness / approval of the overall system
- Component tests
- System test
- Complete documentation for system administrators, supervisors, and users.

The documentation of the final approval must be signed by the purchaser and the supplier. After the final written approval, the system is ready for cut over.

3. SCOPE OF WORK

3. Scope of Work

3.1 General System Requirements

The system should be based on an open and modular architecture enabling a later upgrade as the Service Center grows or as other departments for which the County Commission provides telephone service wish to obtain license for use of the application. Solutions will only be considered if they can fully integrate with our Unify telephone system and OpenScape Contact Center (OSCC) solution as well as prove that they may be separated from the ACD and support other platforms without major investments.

System must have the ability to record both VoIP and TDM telephone sets and digital and analog inputs simultaneously.

The success of the solution is strongly dependent upon the integration of the agents in the overall quality process. It should be possible to involve the agent in the evaluation process as well as in the coaching process.

Detailed reports for evaluations and training are mandatory.

Open interfaces (APIs) must enable customizations for control of audio- and screen recording and for search and replay of recordings.

The County is initially planning to record 10 VoIP stations and 10 digit stations, however the system should generally scale to an unlimited number of accesses dependent upon permissions. Please outline possible restrictions.

The County must also be able to ensure that callers who decline permission to record their call are not recorded and be able exclude extensions from being recorded.

3.2 Administration Tool

- It must be possible to clearly assign the access rights for any function to each individual user by means of a comprehensive administration tool for the definition of access rights. All major functions within the application must be protected through access rights.
- Rights and Roles can be assigned to a user or to a group.
- Must be able to view access to functions per user as well as groups that user is part of.
- Login to the solution must be protected via user name and password. The user must be able to change the password at any time.
- The import of extension and agent data from Unify Openscape Contact should be possible
- The administrative portion of the application must provide an easy to use, intuitive GUI.
- It must be possible to store comprehensive data on each extension and agent. As a minimum the following data fields must be provided:
 - Name
 - Agent ID
 - Extension ID

- Date of employment
 - Email address
 - Department / Organization unit
 - Group
 - Comments
 - Further information
 - Agent data (Agent ID, PBX, extension, login etc.)
 - Status of the Agents
- The local administrators of the application should see the status of an extension or agent at a glance. It must be visible if an extension or agent is handling a call and if he/she is in record mode (differentiated in audio and screen).
- The application must allow supervisors to listen in to live calls of agents.
- The application should provide a simple and user friendly software module for an easy and flexible definition of recording rules.
- The local administrator must have the ability to start and/or stop the recording of calls at the agent level or the extension level.
- The local administrator must be able to add or remove extensions or agents being monitored
- It must be possible to save calls in a format that enables transmission as an email attachment. This function must be protected via access rights. End users should be able to listen to recordings but not save on local devices.
- It must be possible for the supervisor to mark any call segment and assign a comment to the individual marked segment.

3.3 Recording Requirements:

- The application must include ability to define per extension recording rules or parameters including:
 - All calls – incoming and outgoing
 - Only incoming calls / Only outgoing calls
 - Only the statistical average of calls per extension or agent - i.e. 10% of the calls or every 10th call.
 - It should further be possible that the system randomly records a certain number of calls per extension.
- The application must provide the option of applying recording rules for audio- as well as for screen recording.
- A “Wrap-up time” function must be available to ensure screen recording for an overlap time after a call has been terminated to ensure screen recording while the agent completes his transactions on the screen.
- The agent or supervisor should be able to add a comment to any saved recording.
- Calls can be set to be stored encrypted in the system.
- The application must have ability to pause recording when sensitive information collection occurs or if caller does not consent to recording.
- The application should provide the possibility to trigger recordings based on activities on the agent screen with proper integrations. I.e. a recording should start when the agent opens a defined window of the CRM software or stop if payment processing software is opened. It should further be possible that screen information is added to recordings (i.e. a customer number that is displayed within the CRM software)
- Playback of calls is arranged via the supervisor PC or any other connected PC when accessed via corresponding access rights. The output should be via speaker or headset. Alternatively, a replay via phone should be possible.
- Within playback of the call it must be possible to jump fore- and backward, pause, jump to mark and make use of a variable replay speed.

- It must be possible to replay only audio or both screen and audio simultaneously.
- Depending on access rights an administrator can replay one segment of caller-agent-interaction or a complete conversation including transfers, holds and all concerned customer-agent-interactions.
- The following search criteria should be available for any call:
 - Extension number
 - Agent first name
 - Agent last name
 - Recordings from last 30 minutes, last hour, today, last 24 hours, yesterday, last week, last month or any defined period of time
 - Start and end time of a recording
 - Length of a call
 - Call comments
 - Interaction type (call, screen)
 - Time in queue
 - Number of transfers
 - Wrap-up time
- Any administrator of the application may save an unlimited number of individual search criteria, to enable a quick and efficient search for recordings.
- Recordings can be assigned to one or more categories. With the help of the categories calls can be searched for.
- Only the administrator should have the ability to manually delete calls. The deletion of a call should not have any influence on related evaluations or delete those.
- Once a call is deleted by the administrator or is no longer being saved because it has reached end of life, it should not be able to be accessed anywhere.
- Recordings should not be able to be stored on local user devices.
- Recordings should be able to be saved for a specified period of time and once that time parameter is met, automatically deleted.
- Only administrators should have ability to override deletion of call once it has met pre-defined time parameter to be stored.

3.4 Evaluation Tool Requirements:

- The application must have an evaluation component to aid supervisors in the evaluation of recorded calls and screens based on pre-defined evaluation templates.
- A separated evaluation of speech and screen must also be possible.
- The application must provide a GUI that enables simple and flexible creation of evaluation templates by the user.
- The number of possible evaluation templates should not be restricted.
- The administrator can determine which rating scheme he wants to use or have the ability to create user-specific rating-schemes.
- The evaluation tool should have the option of:
 - Question objects with YES / NO evaluation
 - Comment fields for free textual evaluations
 - Objects, that allow the user to select a remarks field within an ongoing evaluation
 - Options to implement graphics
 - Option to include hyperlinks to include external data
- The number and position of these options within a single evaluation template must be freely definable.

- A weight may be assigned to each individual evaluation criteria and each section.
- Single questions inserted into evaluation templates should be made available and saved in a database of questions for re-use.
- For better flow within the evaluation templates it should be possible to arrange them in several sections, i.e. to divide communicative and professional skills.
- An evaluation template which has already been used for a specific evaluation may not be changed after a call has been scored using that template.
- It must be possible to save an existing evaluation template under a new name.
- The application should automatically calculate the score of single sections and the total score of a complete evaluation.
- A recording may be evaluated several times by multiple supervisors using different templates.
- The following search criteria for evaluations must be provided as a minimum:
 - Name of the supervisor who completed the evaluation
 - Total score between x and y
 - Creation date between x and y
 - Comments in evaluations
 - Status of the evaluation
 - Type of evaluation (calibration evaluation, first evaluation, re-evaluation, etc.)
 - Agent information (first and last name of evaluated agent)
- It must be possible to replay a recording assigned to an evaluation.
- If an evaluation is finished with a score below a defined threshold, an automatic notification should be sent to the supervisor/team leader to make sure that adequate training measures are induced.
- It should be possible for calls to be assigned automatically to evaluators so that no subjective selection of calls is possible.
- The administrator should have the ability to assign an evaluation template and a call to several supervisors for evaluations to calibrate evaluation results.

3.5 Reporting Tool Requirements:

- The entire reporting module should be based on a standard software for report generation which enables the user to create customer-specific reports. There should be the possibility to distribute reports via Web interface. Proprietary solutions are not acceptable.
- The application should provide a large number of predefined report templates as default.
- After training it must be simple for the system administrator to create new templates based on existing samples.
- As a minimum the following report parameters should be adjustable for new reports:
 - Agents and/or agent groups
 - Extension and/or Extension groups
 - Evaluation templates
 - Score of evaluations
 - Time period of evaluations
- It must be possible to display report results as graphics or tables. The supervisor must be able to maneuver within multi-layer reports (drill-down).
- As a minimum the following options for report presentation must be available:
 - HTML
 - Microsoft Excel
 - Portable Document Format (PDF)
- Supervisors should be able to save reports locally in the following formats:

- HTML
 - Microsoft Excel
 - Portable Document Format (PDF)
- It must be possible to schedule report generation. I.e. it should be possible that a weekly report is created to run automatically every Friday afternoon at 5 PM.
- The application must provide the possibility of an automatic report distribution by email. The number of email recipients is not restricted.
- Ability to display audit trail of all playbacks based on username of authorized administrator that accesses the call

3.6 Security Requirements

- PCI Compliant – ability to automatically pause recording when sensitive information collection occurs
- Ability to stop recording if caller does not consent to call recording
- Ability to ensure specific extensions are not recorded
- Securely store recordings in house
- Ability to encrypt files stored on the system
- Ability to ensure proper notification is given to all parties that the call is being recorded for quality assurance purposes.

4. PROPOSAL CONTENTS

4. Proposal Contents

With the above information in mind, please answer the following questions. Remember to include details on hardware, software, customization, installation, training and service where applicable.

1. How does the system record calls? Include details on what triggers a call to be recorded, at what point the recording stops if transfer/consultation/conferencing occurs and ability to clearly define what portions of the call are/are not recorded.
2. Describe the process by which the call recording solution is installed.
3. Describe your user licensing options as well as the applications capacity for recording both VoIP and digital stations (3.1 General System Requirements)
4. What are the end user system requirements for call takers and administrators? (3.1 General System Requirements)
5. Outline any additional hardware as either required or recommended (3.1 General System Requirements)
6. Does the system record trunk, station, and VoIP calls? Explain how each are stored. (3.2 Administration Tool & 3.3 Recording Requirements:)
7. What file format is used to store recordings? (3.3 Recording Requirements:)
8. What criteria can be used to search for call recordings? (3.3 Recording Requirements:)
9. Does the recording system offer multiple layers of security? Describe (3.3 Recording Requirements:& 3.6 Security Requirements)
10. Does the solution provide log files/audit trail that indicate system activity such as who accessed a particular call? (3.2 Administration Tool & 3.6 Security Requirements)
11. Can a user email a copy of the recording to an external user? What security measures are in place? (3.2 Administration Tool & 3.6 Security Requirements)
12. Describe out of the box evaluation tools (3.4 Evaluation Tool Requirements:)
13. Describe out of the box reports. (3.5 Reporting Tool Requirements:)

14. What training is needed for our personnel to support and use hardware and software?
15. Describe the maintenance and support options – both hardware and software. Include information on future releases, technician deployment, and remote support.

5. VENDOR PROPOSAL SUBMISSION 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 Wednesday, March 15, 2017.** 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

5.1 Inquiries and Questions

Inquiries and questions should be submitted by email only to Wanda Gautney, Purchasing Manager, at wgautney@baldwincountyal.gov no later than **3:00 P. M., Central Standard Time, on March 2, 2017.** All inquiries or questions should be consolidated by each vendor and posted to the County website.

5.2 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, March 8, 2017, 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.

5.3 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.

5.4 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.

5.5 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.

5.6 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.

5.7 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.

5.8 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.

5.9 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.

5.10 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.

5.11 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.

6. VENDOR PROPOSAL RESPONSE FORM

6. Vendor Proposal Response Form

Company Submitting Proposal: _____

Address: _____

Contact Person: _____

Office Telephone: _____

Email: _____

Based on initial request for 10 VoIP stations and 10 digital stations to be recorded.

Implementation Fee Initial Cost:

Training Cost: _____

Additional Anticipated Costs (Please explain in Detail):

Annual Support Cost: _____

TOTAL COST YEAR 1: _____

TOTAL COST YEAR 2: _____

TOTAL COST YEAR 3: _____

Printed name & title of person submitting proposal:

Signature of person submitting proposal:

Date: _____

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 Call Recording and Quality 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.

XIX. 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 worker's 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 _____, 2017.

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 _____, 2017.

Notary Public
My Commission Expires