

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND  
PHASE2 TECHNOLOGY, LLC**

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_, by and between the COUNTY OF SAN MATEO, hereinafter called  
"County," and PHASE2 TECHNOLOGY, LLC, hereinafter called "Contractor";

**WITNESSETH:**

WHEREAS, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of collaborating with the County of San Mateo to design and implement a new Internet Content Management System for a majority of the County's Internet web presence using the Drupal content management framework.

**NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO  
AS FOLLOWS:**

**1. Exhibits and Attachments**

The following exhibits and attachments are included hereto and incorporated by reference herein:

Exhibit A—Statement of Work: Web Redesign and Drupal Implementation and Migration Services

Exhibit B—San Mateo County Websites (Rev. 1/4/2013)

Attachment – §504 Compliance

Attachment IP – Intellectual Property

**2. Services to be performed by Contractor**

In consideration of the payments set forth herein and in Exhibit A—Statement of Work: Web Redesign and Drupal Implementation and Migration Services (the "SOW"), Contractor shall perform services for County in accordance with the terms, conditions and specifications set forth herein and in the SOW.

**3. Payments**

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in the SOW, County shall make payment to Contractor based on the rates and in the manner specified in the SOW. The County reserves the right to withhold payment if the County determines that the

quantity or quality of the work performed is unacceptable in accordance with acceptance procedures and criteria defined in the SOW. In no event shall the County's total fiscal obligation under this Agreement exceed ONE MILLION ONE HUNDRED SIXTY-ONE THOUSAND NINE HUNDRED FORTY DOLLARS (\$1,161,940.00).

#### **4. Term and Termination**

Subject to compliance with all terms and conditions, the term of this Agreement shall be from March 1, 2013, through February 29, 2016.

This Agreement may be terminated by Contractor, the County Manager or his/her designee at any time without a requirement of good cause upon thirty (30) days' written notice to the other party.

In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of the County and shall be promptly delivered to the County upon receipt by Contractor of final payment due. Upon termination, the Contractor may make and retain a copy of such materials. Subject to availability of funding per section 5, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that portion of the full payment which is determined by comparing the work/services performed to the work/services required by the Agreement.

#### **5. Availability of Funds**

The County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon unavailability of Federal, State, or County funds, by providing written notice to Contractor as soon as is reasonably possible after the County learns of said unavailability of outside funding.

#### **6. Relationship of Parties**

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent Contractor and not as an employee of the County and that Contractor acquires none of the rights, privileges, powers, or advantages of County employees.

#### **7. Hold Harmless**

Contractor shall indemnify and save harmless County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description, brought for, or on account of: (A) injuries to or death of any person, including Contractor, or (B) damage to any property of any kind whatsoever and to whomsoever belonging, (C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, or (D) any other loss or cost,

including but not limited to that caused by the concurrent active or passive negligence of County, its officers, agents, employees, or servants, resulting from errors, omissions, or negligent acts by Contractor arising from or related to this Agreement, provided that this shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

In addition, Contractor shall indemnify and save harmless County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description, brought for, or on account of any claim that County's use of materials, designs, software, or any other item provided by Contractor to County pursuant to this Agreement in any way infringes or violates any third party's intellectual property rights, including but not limited to any claim of violation of copyright, trade secret, trademark, trade dress, or patent. The duty to indemnify and save harmless listed by this paragraph shall only apply if (1) County promptly gives Contractor notice of any such claim by a third party of intellectual property violation and (2) County reasonably cooperates with Contractor in addressing any such claim.

The duty of Contractor to indemnify and save harmless as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

#### **8. Assignability and Subcontracting**

Contractor shall not assign this Agreement or any portion thereof to a third party or subcontract with a third party to provide services required by contractor under this Agreement without the prior written consent of County. Such written consent is explicitly granted for the subcontracting arrangements described in the SOW. Any such assignment or subcontract without the County's prior written consent shall give County the right to automatically and immediately terminate this Agreement.

#### **9. Insurance**

The Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this paragraph has been obtained and such insurance has been approved by Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. The Contractor shall furnish the County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending the Contractor's coverage to include the contractual liability assumed by the Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to the County of any pending change in the limits of liability or of any cancellation or modification of the policy.

- (1) **Worker's Compensation and Employer's Liability Insurance** The Contractor shall have in effect during the entire life of this Agreement Workers' Compensation and Employer's Liability Insurance providing full statutory

coverage. In signing this Agreement, the Contractor certifies, as required by Section 1861 of the California Labor Code, that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of the work of this Agreement.

- (2) **Liability Insurance** The Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him/her while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from contractors operations under this Agreement, whether such operations be by himself/herself or by any sub-contractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall be not less than the amount specified below.

Such insurance shall include:

- |   |             |
|---|-------------|
| (a) Comprehensive General Liability .....   | \$1,000,000 |
| ....  |             |
| (b) Motor Vehicle Liability Insurance ..... | \$1,000,000 |
| ....  |             |
| (c) Professional Liability .....            | \$1,000,000 |
| ....  |             |

County and its officers, agents, employees and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to the County, its officers, agents, employees and servants shall be primary insurance to the full limits of liability of the policy, and that if the County or its officers and employees have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, the County of San Mateo at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

#### **10. Compliance with laws; payment of Permits/Licenses**

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, including, but not limited to, Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended,

and the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended and attached hereto and incorporated by reference herein as Attachment "I," which prohibits discrimination on the basis of handicap in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including, but not limited to, appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. Further, Contractor certifies that the Contractor and all of its subcontractors will adhere to all applicable provisions of Chapter 4.106 of the San Mateo County Ordinance Code, which regulates the use of disposable food service ware.

In the event of a conflict between the terms of this agreement and State, Federal, County, or municipal law or regulations, the requirements of the applicable law will take precedence over the requirements set forth in this Agreement.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

#### **11. Non-Discrimination and Other Requirements**

- A. *Section 504 applies only to Contractor who are providing services to members of the public.* Contractor shall comply with § 504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this Agreement.
- B. *General non-discrimination.* No person shall, on the grounds of race, color, religion, ancestry, gender, age (over 40), national origin, medical condition (cancer), physical or mental disability, sexual orientation, pregnancy, childbirth or related medical condition, marital status, or political affiliation be denied any benefits or subject to discrimination under this Agreement.
- C. *Equal employment opportunity.* Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County of San Mateo upon request.
- D. *Violation of Non-discrimination provisions.* Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to
  - i) termination of this Agreement;
  - ii) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years;
  - iii) liquidated damages of \$2,500 per violation;
  - iv) imposition of other appropriate contractual and civil remedies and

sanctions, as determined by the County Manager.

To effectuate the provisions of this section, the County Manager shall have the authority to examine Contractor's employment records with respect to compliance with this paragraph and/or to set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other Contract between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint, and a description of the circumstance. Contractor shall provide County with a copy of their response to the Complaint when filed.

- E. *Compliance with Equal Benefits Ordinance.* With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.
- F. The Contractor shall comply fully with the non-discrimination requirements required by 41 CFR 60-741.5(a), which is incorporated herein as if fully set forth.

#### **12. Compliance with Contractor Employee Jury Service Ordinance**

Contractor shall comply with the County Ordinance with respect to provision of jury duty pay to employees and have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service in San Mateo County. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employees' regular pay the fees received for jury service.

#### **13. Retention of Records, Right to Monitor and Audit**

(a) CONTRACTOR shall maintain all required records for three (3) years after the COUNTY makes final payment and all other pending matters are closed, and shall be subject to the examination and/or audit of the County, a Federal grantor agency, and the State of California.

(b) Reporting and Record Keeping: CONTRACTOR shall comply with all program and fiscal reporting requirements set forth by appropriate Federal, State and local agencies, and as required by the COUNTY.

(c) CONTRACTOR agrees to provide to COUNTY, to any Federal or State

department having monitoring or review authority, to COUNTY's authorized representatives, and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules and regulations, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed.

**14. Merger Clause**

This Agreement, including the Exhibits attached hereto and incorporated herein by reference, constitutes the sole Agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement or specification set forth in this body of the agreement conflicts with or is inconsistent with any term, condition, provision, requirement or specification in any exhibit and/or attachment to this agreement, the provisions of this body of the agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the parties.

**15. Controlling Law and Venue**

The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation, and performance of this Agreement shall be governed by the laws of the State of California. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or the United States District Court for the Northern District of California.

**16. Notices**

Any notice, request, demand, or other communication required or permitted hereunder shall be deemed to be properly given when both (1) transmitted via facsimile to the telephone number listed below and (2) either deposited in the United States mail, postage prepaid, or when deposited for overnight delivery with an established overnight courier that provides a tracking number showing confirmation of receipt for transmittal, charges prepaid, addressed to:

**In the case of County, to:**      **County of San Mateo  
County Manager's Office  
400 County Center, 1<sup>st</sup> Floor  
Redwood City, CA 94063  
Fax: (650) 556-1751**

**In the case of Contractor, to:** **Phase 2 Technology, LLC  
Attn: Scott Hockett  
1330 Braddock Place, 7<sup>th</sup> Floor  
Alexandria, VA 22314**

In the event that the facsimile transmission is not possible, notice shall be given both by United States mail and an overnight courier as outlined above.



IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO


By: \_\_\_\_\_  
President, Board of Supervisors, San Mateo  
County

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Clerk of Said Board

Phase2 Technology, LLC

  
Contractor's Signature

Date: 1 August 2013

Long Form Agreement/Non Business Associate v 8/19/08



**EXHIBIT A - STATEMENT OF WORK:**  
**WEB REDESIGN AND DRUPAL**  
**IMPLEMENTATION AND MIGRATION SERVICES**

## **1. BACKGROUND INFORMATION**

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The County of San Mateo (the "County") is replacing the existing Vignette/Open Text Content Management System (CMS) it uses to publish a majority of County department-based Internet information with a CMS built on the Drupal open source platform. The intent of this project is to obtain the software and the services required to install, implement, migrate, and support the new CMS and any installed modules or additional enhancements.

### **ABOUT THE COUNTY OF SAN MATEO**

The County is one of 58 counties in California and one of nine counties in the San Francisco Bay Area. It is the 14th most populous county in California with approximately 718,000 residents.

With an annual budget of \$1.75 billion and more than 5,000 full-time employees, the County provides health, human and public safety services to its residents. Additionally, the County provides land use planning and regulation, parks and recreation, public works, libraries, and a wide variety of other services.

### **EXISTING CMS INFRASTRUCTURE**

The County has been using Vignette as its CMS since 2002. Currently, the County uses Vignette/OpenText Portal 7.3.1.1 and VCM/OpenText WEM 7.3.1.1. OpenText is ending support of the product versions that the County uses. While the majority of departmental sites reside within the existing Vignette environment, several departments have chosen to host their sites externally.

The last major redesign of the County's web presence occurred in 2008 when the County migrated from Vignette 6 to Vignette Portal and CMS 7.

### **EXPECTED BENEFITS**

Key highlights are as follows:

#### ***Financial Benefits***

The new CMS environment will allow the County to move away from the Vignette infrastructure, resulting in anticipated annual cost savings in both the Vignette support contract and the service contract to support the extensive architecture.

Additional anticipated cost savings will be realized due to the decrease or reassignment of staff specific to Vignette support.

### ***Intangible Benefits***

Customer satisfaction with the legacy CMS solution is a great concern to the County. Multiple agencies have expressed dissatisfaction with the ease of use as well as the responsiveness of the Vignette solution. Replacing Vignette with Drupal is anticipated to improve customer satisfaction, increase website usability, and improve productivity for webmasters, and end users across multiple County departments.

## **2. SCOPE**

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The scope of the engagement between the County and Phase2 Technology, LLC ("Phase2"), includes Phase2 performing necessary tasks to deliver the project according to the following high-level scope description and the details set forth in the County's Web RFP #2012-03 and Phase2's submitted response and clarifications. To the extent that Phase2's submitted response and clarifications are directly referred to in this Agreement, such referenced material shall be deemed part of this Agreement, notwithstanding Section 14, Merger Clause, of the Agreement.

### **2-1. IN-SCOPE**

The following work is specifically in scope:

1. Installation / Hosting
  - As needed, Phase2 will provide information to and cooperate with the County's selected vendor for installation/hosting of the Drupal environment, although primary responsibility for that task will remain with the County and its selected vendor. Phase2 will cooperate with said vendor to the extent Phase2 is required to provide information about the engagement covered by this Agreement in order for the selected vendor to install and host the Drupal environment
2. Development/Customizations
  - Collaborate with the County to identify and document all business and technical requirements for the development and migration
  - Refine site search requirements with the County and implement functionality that will: 1) provide a consolidated site search experience across the County's designated sites that will be migrated to this Drupal

platform, and 2) provide a mechanism to allow site searching across the County's sites that are not being migrated to this platform.

- Develop and document custom content types, metadata, directory structure, etc., as needed to meet required functionality and build the architecture for scalability and flexibility
- Build template architecture, in the form of information architecture, wireframes, and similar artifacts for each of the applicable provided home, second-level and third level site sections. This includes the creation of anticipated site templates for any applicable portion of a corresponding site that has a unique page layout (e.g., search results, blog, press releases, FAQs, etc.)
- Build CSS for each page type
- Select and test/implement existing, or build custom, Drupal modules as needed to meet legacy functionality in new environment
- Recommend additional Drupal modules to enhance overall features, for the County's consideration
- Complete QA of all standard and custom elements, as outlined in the response to the RFP
- Provide documentation of the standard and custom features to facilitate County QA testing and future maintenance

### 3. QA

- Write test plans for testing against functional requirements
- Perform functional testing per approved test plans
- Regression testing as needed with each change to software or components
- Work with the County to outline specific guidelines for end user testing QA/acceptance
- Iterate back to development and testing as needed per test result

### 4. Training

- Provide complete documentation describing day to day site maintenance, how to stand up a new site using the new platform, including FAQ's as needed to provide the County development staff complete information to train end users
- Provide two (or more as needed) face to face or live online technical/administrator-level training sessions with core County web site administration staff including time for Q&A for specific issues

### 5. Project Management

- Work collaboratively with the County's project manager to develop a comprehensive project plan to schedule development to the task level, according County end user priorities
- Highlight key milestones, and track via online Project Management tracking software, assigning access to County staff for tracking
- Set up communication plan and regular meeting schedule for project tracking with the County
- Identify potential risks from perspective of Phase2, with plans to mitigate such; work with the County project manager on risk mitigation plan for any additional risks as identified by the County—all such risks shall be incorporated into a coherent risk list and mitigation plan document.
- Identify project dependencies among key contributors and stakeholders, and facilitate deliverables as needed
- Monitor and control the development project for all Phase2 tasks and deliverables to ensure on time delivery, noting any forecast variances as early as possible in the project timeline
- Provide County stakeholders comprehensive status updates including development schedule and budget on a regular schedule. This includes a weekly status report to convey progress of tasks, milestones completed, as well as any known risks, issues, roadblocks, or any other issues for team discussion
- Providing change management oversight, outlining impact on schedule and budget for requested changes as needed

## **2-2. OUT-OF-SCOPE**

Any tasks not specifically addressed as in-scope will be considered out-of-scope for this project. Examples of out-of-scope tasks include but are not limited to:

- Any adjustments, maintenance or decommissioning of the Vignette legacy environments
- Content writing or editing (excluding quality assurance issues due to the migration)
- Content migration as the County has indicated they will execute this task
- Direct end-user training sessions (will provide training to County staff only)
- Changes or new entries to DNS
- Responsive design for Internet Explorer

## **2-3. SITES INCLUDED IN PROJECT**

Please see Exhibit B for a complete list of sites to be migrated.

## **3. APPROACH**

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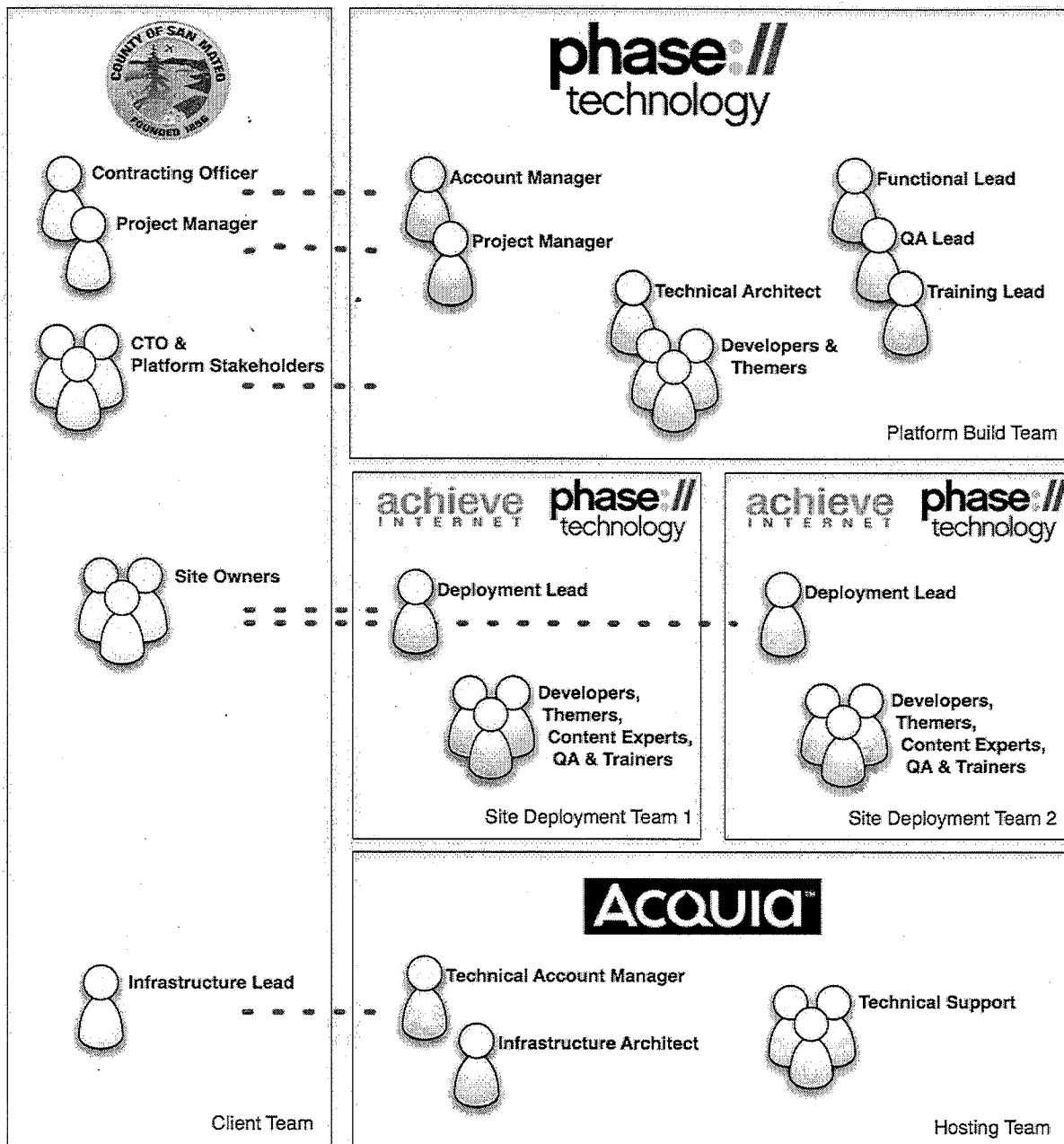
Phase2 will serve as the “prime” contractor for this project, contracting directly with the County for the work. Phase2 will designate a project manager to manage schedule, scope, and budget, communicate directly with the County’s designed project manager, and lead the full project team through all phases of the engagement. Project team resources will comprised mostly of Phase2’s employees.

Achieve Internet (“Achieve”) will provide limited development resources to augment Phase2’s team in specific development-related areas. Achieve will act as a subcontractor to Phase2 so the County will not have to contract directly with Achieve. Achieve’s developers integrate into Phase2’s larger development team.

Hosting provider Acquia is being contracted under separate agreement and will be providing their Acquia Managed Cloud hosting environment as well as their Support and Network Services.

### **3-1. KEY PERSONNEL AND RESPONSIBILITIES**

Personnel from all Phase2 partners and the County will actively participate in various project stages. The following diagram describes the team structures in place for key aspects of the effort:



### 3-2. APPROVAL AND REPLACEMENT OF KEY PERSONNEL

In advance of each phase of the project, Phase2 shall provide the County for the County's approval the identity of each Phase2 and Achieve Internet employee who will at that time begin to have any interaction (whether on-site or by phone, etc.) with anyone at the County. No Phase2 or Achieve Internet employee so identified shall commence work on the project without the prior consent of the County. On request, Phase2 shall provide the County with a resume or other background information on the



qualifications of the individual(s) so identified. The County shall have the right, with reasonable cause, to object to any such individual identified by Phase2.

In collaboration with the County's project manager, Phase2 shall introduce each such individual to County representatives/departments as appropriate during the engagement.

Phase2 and/or Achieve Internet employees will assist with the provision of the services outlined by this Agreement. The County shall have the right to request removal and replacement of any Phase2 and/or Achieve Internet employee for any lawful reason. The parties shall consider in good faith all requests for removal of such Phase2/Achieve Internet staff, and the parties shall meet within seven (7) calendar days to discuss and resolve the issue. Such meeting may be conducted via mutually agreed upon teleconferencing mechanisms. If the removal is due to demonstrated poor performance, poor attendance, or other similar issue on the part of the removed staff, then Phase2 shall be responsible for all costs and expenses of or related to such replacement, and the County shall bear no cost or expense with respect to such replacement. If the replacement is agreed to be without reasonable cause, then the County and Phase2 shall agree, based on a reasonable business decision, how to allocate the cost of the replacement.

The procedures outlined by this Section shall apply to any new employee assignments or replacements proposed by Phase2 during the course of the engagement.

### 3-3. PROJECT PHASES

This engagement shall be conducted in phases, as outlined by this Agreement and the Phase Description and Plan document described in Section 3-4, below. The phases may overlap, depending on how the project progresses. The following table describes the potential resource/staffing levels at Phase2 and partners by phase of the project:

Project Phase	Phase2 Team Size Full-Time Employee equivalent (FTE)	Team Notes
Phase 1: Initiation and Discovery	6	Project Manager, Program Manager, Lead Architect, Lead Requirements Analyst, Requirements Analyst, Deployment Lead

Project Phase	Phase2 Team Size Full-Time Employee equivalent (FTE)	Team Notes
Phase 2: Platform Implementation	8	Project Manager, Program Manager, Lead Architect, Lead Requirements Analyst, Deployment Lead, CMS Developers, QA Lead, QA Specialist
Phase 3: Alpha Site Migration Round	9	Project Manager, Program Manager, Lead Architect, Lead Requirements Analyst, Deployment Lead, CMS Developers, QA Specialists, QA Lead
Phase 4: Platform Retrospective	9	Project Manager, Program Manager, Lead Architect, Lead Requirements Analyst, Deployment Lead, CMS Developers, QA Specialists, QA Lead
Phase 5: Site Migration Round(s) (Two Teams)	10	Deployment Lead, Deployment Architect, Trainer, QA Specialist, Content Specialist
Phase 6: Project Close	6	Project Manager, Program Manager, Lead Architect, Lead Requirements Analyst, Requirements Analyst, Deployment Lead

Project Phase	Phase2 Team Size Full-Time Employee equivalent (FTE)	Team Notes
Post Implementation Work (Years 2 & 3)	To Be Determined	To be determined based on customer needs after the implementation phase, with any such additional work to be mutually agreed upon in writing as outlined by this Agreement

### 3-4. PHASE DESCRIPTION AND PLAN (PDP) DOCUMENT

Within four weeks of full execution of this Agreement, Phase2 shall submit to County a formal Phase Description and Plan document (the "PDP"). The PDP will include a detailed description of the six phases listed in the table above and will also include a project plan including the types of information listed on Appendix D of Phase2's RFP submission. The PDP shall reflect the details of the project outlined in this Agreement, including all relevant items discussed in Phase2's RFP submission and clarification materials. The PDP shall be updated and provided to the County's project leadership team at least on a monthly basis. It is understood by the parties that the details of the PDP may change over time, especially as the discovery phase is completed and the County identifies which departmental sites it wishes to roll out during each round of the Site Migration Phase. It is also understood by the parties that the project plan summary timeline in the first PDP will just be approximations and that the timeline will be formalized later during the discovery phase.

To the extent the County has questions, concerns, or requests for clarification regarding the PDP, Phase2 shall revise the PDP to address such questions, concerns, or requests. No version of the PDP shall become a controlling document regarding the project unless and until it has been formally accepted by the County via the Acceptance Criteria stated in Section 8 of this document.

### 3-5. NOTES REGARDING SPECIFIC ASPECTS OF APPROACH

#### 3-5(a). *Discovery Explanation*

Phase2's Discovery phase is conducted at the start of the project and results in a number of deliverables that essentially constitute a requirements package. The end goal

is a deeper understanding of the project's requirements and priorities, possible implementation strategies, and likely overall solution paths. This allows us to develop a clear plan of execution prior to beginning any development activities, as well as to ensure alignment between Phase2 and the County.

Regarding the number of people the County should expect to be consulted during the project, Phase2 recommends that the County identify and include major or representative stakeholders from within the organization that have direct communication needs on the website and/or are core content producers. Typically every website needs to strike a fine balance between allowing site visitors to discover the breadth of information available and yet not overwhelm or confuse them with too many competing calls to action. It's important that the County help Phase2 understand how to prioritize and organize the information being gathered from stakeholders so that proper design weighting can be given to all expressed concerns and requirements Phase2 gathers from each stakeholder. With a project of this size and complexity, Phase2 recommends that the County designate one core decision maker (assumed to be the County's project manager) to serve as Phase2's contact for decision-making purposes, rather than a decision-by-committee approach. At a minimum, Phase2 will need to interview the main decision-makers and approvers on the project in the areas of graphic design, user requirements, security, and environment/hosting. Depending on how much influence the County yields to its agencies, Phase2 will need to interview a representative from each agency site being migrated to the platform as well to ensure their requirements align with those of the overall engagement.

Upon the conclusion of the Discovery phase, Phase2 will deliver an implementation plan that includes a Detailed Project Plan encompassing sprint plans, risks, dependencies, and other details. This plan is developed out of Phase2's experiences and best practices intersected with the project requirements and planning materials developed during the "Discovery Phase." It is designed to help keep the County's priorities and success criteria aligned with project execution and the County's organizational goals.

### ***3-5(b). Site Architecture Explanation***

Phase2 produces a Technical Design as part of the Discovery process. It typically contains annotated diagrams of the overall hardware and software architecture. Phase2 also seeks to describe the Domain Space; that is, the high-level objects and structures that will compose the system along with their data flows. Phase2 addresses the infrastructure and environments via descriptions of the configuration management and deployment strategies as well as proposed mechanisms for handling expected site traffic through configuration, coding, and caching. Finally, other important details are documented, such as coding practices needed to keep code performant and secure.

### **3-5(c). Graphic Design Explanation**

Phase2's graphic design process begins with a design discovery, which includes interviewing the County's key design stakeholders and learning about the County's design preferences and constraints. This includes gathering info about the County's competitive set, aspirational websites that resonate with County staff, and those that capture aspects that the County would like to include in their design, as well as helping Phase2 gain an understanding the overall "brand." We want the design to help answer the question "what does the County care about?" and ensure that site visitors understand and resonate with the site's purpose.

After gathering and vetting this information and vetting it with the County, Phase2 will produce a number of "Style Tiles" representing visually different interpretations of the gathered data. Working with the County's designated design review staff, those style tiles are iteratively improved and condensed until a single client approved style tile has been achieved. Typically Phase2 presents three (3) style tile directions initially, and then will go through two (2) major revisions to one or more of those style tiles before settling on 1 final tile direction that we will then hone and polish into an agreed upon and approved tile. Tiles are composed of important site design elements such as Typography, Heading treatments, Button treatments, and often banner & layout definition components such as borders and photo treatments, and of course a color palette.

Phase2 will document all of this by translating the above research and planning into the following actionable components and assets:

- Design Brief
- Information Architecture, in the form of a sitemap and a comprehensive deck of User Experience artifacts including site template wireframes
- Style tiles, which demonstrates color palettes, typography, and other style elements that will inform the development of design comprehensives.
- Web Style Guide, which outlines major components and elements for use throughout the site. This includes things like form treatments, link treatments, heading levels, etc.
- HTML prototypes, i.e., resulting working models of how the new site(s) critical pages will look.

## 4. ASSUMPTIONS

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The following conditions are assumed to be true.

1. Phase2 is the vendor of record for all aspects of this work agreement, as outlined in the RFP response.
2. The Vignette environment will remain up and operational as the production hosting environment for each site until sites are approved and incrementally launched to production on the new Drupal platform.
3. County will manage the DNS schema.
4. The hosting architecture will be built, continuously monitored, and tuned to accommodate incremental site rollout, with associated increasing traffic per the project schedule.
5. Details of how specific features will be implemented are expected to be defined (in conjunction with the County's project team) during the Discovery phase of the project.
6. Phase2 intends to deploy sites as they are completed (or even batch deploying multiple completed sites together), rather than holding back deployment of sites over a considerable period of time.
7. Content authors and editors will have some level of preview capabilities which allow them to preview a given content item as it would look when published live.
8. County sites will be compatible with the following browsers:
  - o Internet Explorer from version 8 up to the most recent version as of the date of the completion of Phase 4 as listed in Section 11-3, below.
  - o Firefox from version 10 up to the most recent version as of the date of the completion of Phase 4 as listed in Section 11-3, below.
  - o The most recent versions of Google Chrome and Safari as of the date of the completion of Phase 4 as listed in Section 11-3, below.
9. Internet Explorer 6 is out of scope for this project.
10. Only the web sites listed by the County in Exhibit B and managed in Vignette (version 7) are in scope for this project. Any additional sites added (or subtracted) from the expected level of effort could affect cost and schedule.
11. There is no enterprise-level LDAP integration required for this implementation.
12. If a user manages multiple sites and has the role of "Admin" for one site, s/he also assumes the role of admin for the other site(s).
13. The County uses iFrames and/or JavaScript at various places on the corresponding County sites to display third-party functionality. For these elements, Phase2 will implement them on the new sites as they are currently implemented. Any complex integrations with other unknown third party services will be deemed out of scope, or require additional vetting and estimation by Phase2 prior to implementation.
14. The County will take responsibility for any "re-skinning/re-theming" of a third party application to fit the new design of any of the corresponding County sites.
15. Video management and display will continue to be handled via simple streaming from YouTube, Google, or local upload/storage of small videos. Phase2's scope does not

include complex or seamless integration with third party storage and streaming services for video.

16. Full-featured document management functionality is not in scope for this project. The system will have a basic upload mechanism in place that will allow CMS administrators and editors to attach files to content items. For example, if a content administrator creates an article on the site, he/she may decide to upload a PDF file to provide further detail related to the article. In terms of whether the system can support adding document management functionality later, the answer is yes. This sort of functionality can be enabled through numerous strategies including the integration of third-party document management components or systems, and/or the development of custom functionality directly within the Drupal platform. Phase2 will work with you to identify the specific use cases for document management prior to prescribing the implementation path to achieve it.
17. Designs and content should be mobile accessible without requiring users to click on a mobile-specific link.
18. Regarding accessibility, the County expects Phase2 to create themes that meet Priority 1 requirements as set forth by the World Wide Web Consortium (W3C) Accessibility Initiative.
19. The County expects Phase2 to configure site settings and templates to follow SEO best practices including, but not limited to the following:
  - Friendly URLs
  - Friendly URLs to use hyphens to separate words
  - Titles/headlines of content using <h1> tags
  - Titles of pages should have follow best practices to appear readable in search engine results pages.
  - Keyword Meta content configured for content types (for internal search use)
  - Articles and pages should have a field for Meta description tags.
  - Do not use images for navigation items
  - Do not use JavaScript to display main content.
  - XML sitemaps generated and regularly updated for each site
  - Output the body of the code as early in the template as possible
20. Effort was estimated based on expected project duration, and the County's requirements and requested features. A project schedule will be defined during the early stages of the project, resulting in committed staff resources. Customer-initiated changes to project schedule including significant lengthening of project duration, repeated site launch delays, or unexpected Developer resource idling will result in a change request.
21. Developer may select and use appropriate technologies we are familiar with, have used in similar circumstances, and represent the best fit for customer requirements. Developer plans to utilize Drupal 7 to implement the County site platform.
22. Developer will provide a detailed technical system design to client for review and approval. Feedback relating to general system architecture arising from independent verification and validation occurring after technical system design review and approval will be deemed as out of scope of this agreement.

23. Developer will provide a coding standards document prior to start of development for review and approval. Feedback relating to code standards or structures arising from independent verification and validation occurring after coding standards review and approval will be deemed as out of scope of this agreement.
24. County will provide detailed information about information assurance and system accreditation procedures and requirements per developer schedule.

## 5. DELIVERABLES

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At project completion, Phase2 will have provided the County the following deliverables:

1. All sites outlined in RFP, fully functional in new Drupal production environment
2. Full documentation outlining technical architecture of new hosting/server environment (Technical Analysis and Design Specification)
3. Full documentation on site-specific design/architecture, with how-to guide for basic maintenance and site creation
4. Copies of all source code, installation binaries and configuration files for the system, as well as any original images or other assets, if applicable
5. In person or live/web enabled training session for County staff, covering technical and site-specific architecture, how-to's, and Q&A
6. Project Management Deliverables (provided at various project phases)
  - o Comprehensive project schedule for migration phase of agreement
  - o Weekly, or as agreed upon, project status update discussions and notes
  - o Issues/bug tracking log, with access for the County to log and track bugs
  - o User Experience and Information Architecture Document
  - o Functional Requirements Catalog
  - o Project lessons learned document

## 6. DEPENDENCIES

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1. Phase2 will deploy sites for rollout, but the County is responsible for finalizing DNS requests to launch sites to production.
2. The County enforces a change window around production environments. Any DNS swings from the legacy Vignette system over to the new CMS would typically be done after 7pm on weeknights or on a weekend.
3. The County will depend on end users to QA test and sign off on sites before they can launch to production. While individual site owners will be part of the decision point in a successful site launches, final approval for site launches will be determined by the County based upon an acceptance criteria to be defined during the Discovery phase.



4. Rather than taking a 1-for-1 design and development approach for each of the sites, Phase2's implementation process will be to develop a base platform that can spawn the County's designated sites using a flexible, but uniform design, templating, and feature deployment approach.
5. Phase2's interactive team is responsible for developing any mobile optimized themes. Phase2 will work with the County to streamline technical requirements around the implementation for mobile optimization.
6. Phase2's interactive team is responsible for the development of all creative assets and elements.
7. Phase2 and the County will jointly make a best effort to finalize all information architecture and graphic design assets prior to or shortly thereafter the start of the Platform Architecture phase.
8. The County's project team will serve as the primary liaison between Phase2, the County's internal site owners/stakeholders, and any other external vendors (unless otherwise requested by Phase2 during the project).
9. The County expects to rewrite the majority of content on the new sites. Therefore, Phase2 has not scoped any form of automated or manual content migration from Vignette to the new platform as part of this agreement. However, to the extent that a specific department during the Discovery phase wants to explore the cost of content migration, Phase2 will collect information about those requests and may provide the County with estimates for the cost of any such additional work beyond the scope of this SOW.
10. The County will provide all URLs requiring (301) redirects to Phase2 for a given site, prior to the launch of that corresponding site.

## 7. PROJECT RISKS

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Anything that may have a negative effect on the project is considered a risk. Some high-level risks associated with this project:

1. Scheduling of site-by-site migrations may change during the course of the project due to the following:
  - Client availability – Most County agencies have one or two individuals who are familiar with their corresponding website requirements. If those resources are unavailable during the scheduled migration, the schedule may require change.
  - Content freeze dates – Each site will require up to two weeks of content freeze. Negotiating the dates with County clients may introduce some risk to the project schedule.
  - Lack of County site owner/stakeholder agreement or adherence to the proposed site platform approach. If site owners decide they want non-conforming sites (in terms of design and/or functionality), this could require a revisitation or schedule, scope, and budget for the project.

2. Scope of sites may change during the course of the project
  - o Some County clients (individual sites) may migrate individually during the course of the project, decreasing the overall scope of work for the project.
  - o New sites may be requested during the course of the project.
3. Initial hosting and configuration plans may require modifications as sites incrementally launch to the new environment, and traffic increases.

## **8. ACCEPTANCE CRITERIA**

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### **8-1. DOCUMENT REVIEW**

The County will review all documents and project management deliverables within seven (7) business days of submission by Phase2. If the County provides no feedback or requests for changes in writing within the 7-day window per deliverable, the document shall be considered accepted.

### **8-2. SITE/PRODUCT REVIEW**

This project includes ongoing development with periodic launches of sites to production. Each site will be rolled out to production only after thorough QA and user acceptance testing. Test plans and details will be established upon coordination between Phase2 and the County. The County will manage its internal client feedback and expectations and make the final go/no-go decision regarding site launches.

With each site launch, it is expected that the technical server and hosting environment will be monitored for impact, and tuned accordingly to maintain acceptable service levels, as a part of this agreement.

After a site is formally accepted and promoted to production, the County team assumes responsibility for ongoing Tier-1 maintenance and support, with Acquia handling Tier-2 website support as well as all server and hosting support. Phase2 maintains responsibility for any warranty issues pertaining to the migration, as described below.

### **8-3. WARRANTY CRITERIA**

Phase2 will set aside 135 hours (approximately 2% of project scope) to accommodate bug/issue reporting, response, and remediation as warranted. The Warranty period is not locked to a fixed review and reporting schedule in order to allow the County the ability to report issues that may arise after the new system is live in the production environment. Phase2 will review any reported any bug/issues with the County and will

correct code to remedy any agreed upon defects that can be tracked to the project requirements.

1. The warranty period will begin at the launch of the first site to the production environment and complete once the 135 hours have been used. Phase2's project manager will report status on hours utilized toward this effort.
2. Work covered under warranty will be limited to the following categories: content omission; layout/HTML problems; Drupal template issues or cross-browser issues not documented elsewhere in this agreement as excluded; system behaviors that conflict with requirements mutually agreed upon during the Discovery phase.
3. System issues resulting from "work in progress" during the course of the project have been budgeted for separately and are not eligible for warranty coverage.
4. Any additional work requested by the County after project completion not meeting the warranty criteria outlined above can be contracted under a change order to this agreement or under a separate agreement.
5. PHASE2'S SOLE RESPONSIBILITY FOR ANY BREACH OF THE LIMITED WARRANTY SET FORTH IN SECTION 8-3 SHALL BE FOR PHASE2 TO USE COMMERCIALY REASONABLE EFFORTS TO PROMPTLY ATTEMPT TO CORRECT ANY SUCH BREACH.

#### **8-4. DISCLAIMER**

EXCEPT AS EXPRESSLY SET FORTH IN SECTION 8-3, PHASE2 DOES NOT (i) MAKE ANY WARRANTY AS TO THE WORK PROVIDED HEREUNDER OR THE RESULTS TO BE OBTAINED THEREFROM OR (ii) WARRANT THAT THE DELIVERABLES WILL SATISFY THE REQUIREMENTS. EXCEPT AS SET FORTH HEREIN, PHASE2 EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, DATA ACCURACY, SYSTEMS INTEGRATION, QUIET ENJOYMENT OR FITNESS FOR A PARTICULAR PURPOSE. IN ADDITION, PHASE2 MAKES NO WARRANTY THAT USE OF THE WORK PROVIDED HEREUNDER WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT THE DELIVERABLES WILL BE COMPATIBLE WITH PRESENT OR FUTURE PRODUCTS OF PHASE2 OR ANOTHER VENDOR. HOWEVER, NOTHING IN THIS DISCLAIMER SHALL ALTER OR LIMIT THE PROVISIONS OF SECTION 7 OF THE AGREEMENT.

#### **8-5. TERMINATION AFTER DISCOVERY PHASE**

In addition to the ability of the County to terminate the Agreement pursuant to Section 4 of the Agreement, the County shall in addition have the ability to immediately terminate the Agreement upon acceptance of the Phase 1, Phase 2, or Phase 3 milestones

outlined in Section 11-3, below, if the County, in its sole discretion, determines either (a) that the scope and/or cost of the engagement, as evidenced by the PDP, has materially deviated from the contours of this SOW or (b) that the project, based on the work done to date, does not meet the County's requirements regarding quality or feasibility. To the extent that the County opts to terminate the engagement pursuant to this Section, the County shall pay Phase2 up to the milestone payment listed in Section 11-3 that triggered the termination under this Section.

## **9. PROJECT GOVERNANCE**

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### **9-1. THE COUNTY'S PROJECT GOVERNANCE**

For the duration of this engagement, the County's project governance will consist of the following: The role of Executive Sponsor for the project will be filled by the Assistant County Manager. The Project Manager for the County will be the Web Manager and will have day-to-day management responsibilities and act as the primary interface with the Contractor. The County Project Manager will coordinate with all internal stakeholders throughout the project to ensure proper participation, however final approvals requested at the various stages in the project will be provided by the Executive Sponsor in collaboration with a small core team managed by the Project Manager. The County's Executive Sponsor and/or Project Manager may delegate any of their responsibilities to a designee(s) during the course of the engagement as appropriate. In the event of a delegation of responsibilities lasting more than four weeks, the County's Executive Sponsor and/or Project Manager shall provide Phase2 notice of said delegation in writing.

### **9-2. PHASE2'S PROJECT GOVERNANCE**

As part of its standard methodology, Phase2 assigns several individuals for project governance to each engagement.

First, a Project Manager is appointed to each effort. The Project Manager is the core conduit for project communication between the client and the Phase2 delivery team. The project manager communicates with the customer on scope, schedule, budget, and project risks, and is also responsible for coordination and planning of the overall effort. The project manager is responsible for keeping Phase2 management apprised of the status of the project.

The project manager reports directly to the sponsoring Vice President, who serves as the first point of escalation for the client if necessary. Just as the Project Manager is responsible for ensuring success of the effort, the sponsoring Vice President is accountable to the client for successful delivery. As one of the most experienced members of the team, the Vice President provides additional advice and expertise to the effort and can provide insight to both the Project Manager and the client as the project progresses. The Vice President can also offer another communication channel during project execution should it be required, and often serves as an independent identifier of project risk. The Vice President is in turn responsible for reporting on project success, financial criteria and client satisfaction to the executive team consisting of the COO, CFO, CTO and CEO. The COO oversees all projects weekly.

Our CEO takes an active interest and involvement in key strategic projects.

## **10. CHANGE MANAGEMENT PROCESS**

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For new feature requests that occur during the project, Phase2 will catalog the request and work with the County to prioritize the feature against existing system requirements. This will help determine if a newly-requested feature should be implemented in lieu of any existing requirements, and what the effect of the change will be on the project's budget and schedule.

Any revision or adjustment to the SOW that may or may not impact project schedule or budget is considered a change and will be addressed according to the following process.

### **10-1. CHANGE INITIATION PROCESS**

- Once a change is identified, the County project manager will then initiate appropriate contacts to fully document the requirement.
- Requirement will then be sent to the Phase2 project manager for validation. Any necessary clarification with the County will be conducted at this point.
- The County must approve work and required cost/ scope changes in writing before work is actually done.

Changes must be requested in writing on a Change Request Form, including:

- Requestor's name
- Date of request

- Detailed description of the change, including impact of status quo, where applicable
- Priority of request

## **10-2. CHANGE VALIDATION AND APPROVAL**

Phase2 project managers will review the requested change's impact on the project schedule and budget, and submit an estimated cost/schedule variance report to County project sponsors.

The County project sponsors will either approve or reject the requested change by noting the decision on the original Change Request Form. If approved, the Phase2 project managers will document the time and cost variances and assign work as appropriate. If rejected, the Change Request Form will be attached to the project file for future reference.

## **11. RELEASE OF FUNDS**

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### **11-1. PERIOD OF PERFORMANCE**

The services set forth in this SOW shall be performed according to the schedule and terms contained herein and by the timeline included in the PDP. Additional Statements of Work will be created for any work outside the defined tasks in this document. This SOW shall begin on March 1, 2013, and will expire on February 29, 2016. This SOW can be modified or extended upon the written approval of both parties as set forth by Section 14 of the Agreement.

Expected costs for the implementation of the County platform and corresponding sites are listed below.

## **11-2. IMPLEMENTATION SERVICES**

The following table lists the estimated number of hours and travel costs required for Phases 1 through 6 of the design and implementation aspects of the engagement, which are listed as occurring in Year 1 of the engagement. Because the design and implementation aspects of the engagement are done on a fixed-cost basis, the numbers listed below for Year 1 costs are just estimations and do not affect the fixed-cost payments due under the milestones listed in Section 11-3, below. The fixed-cost milestone payments in Section 11-3 are inclusive of travel expenses, and thus no travel expenses shall be billed to the County. These fixed-fee milestone payments will not change if the design and implementation phase of goes beyond the first year of the engagement as the years listed in the table below are simply listed for convenience.

As noted below the table, the Annual Platform Evaluation and Audit costs for Years 2 and 3 listed below are optional costs. These services will only be provided and billed if requested in writing by the County after the design and implementation is fully completed, and all Annual Platform Evaluation and Audit costs will be billed on the basis for actual time spent (billed to the tenth of an hour) and invoiced.

Item	Description of Services	Hours	Year 1 Cost	Year 2 Suggested Budget	Year 3 Suggested Budget
Content analysis	Includes all requirements gathering, user experience, wireframe development and technical analysis tasks.	456	84,360	-	-
Web Design and Information Architecture	Includes graphic design, information architecture, responsive design, design production, and theming	1,260	233,100	TBD	TBD
Implementation	Includes Platform Development (site mold) and all Site-Specific Functionality.	1,916	354,460	TBD	TBD
Site Build-out and Content Support	Includes Site Build-out and Preparation for 26 sites, as well as limited support for during customer's manual content migration.	750	138,750		
Training	Includes all Train-the-Trainer sessions	48	8,880	TBD	TBD
Documentation	Includes Content Editor and Administrator Quick Start Guide. (Other documentation covered in other line items)	48	8,880	TBD	-
Testing	Includes all Security, Performance Testing, and Remediation as well as functional, UAT, cross browser, and accessibility testing	828	153,180	-	-
Travel Time and Expenses	Includes the anticipated level of travel costs, which Phase2 is providing to the County as a flat rate expense.		40,000		
Annual Platform Evaluation and Audit	Includes an annual account / landscape audit to help with future year planning and review the progress and success of each year's priorities and initiatives.			50,000	35,000
<b>Total</b>		<b>5,306</b>	<b>\$1,021,610.00</b>	<b>\$50,000</b>	<b>\$35,000</b>

**NOTE:** Phase2 has provided suggested budgeting costs for Year 2 (\$120,000) and Year 3 (\$80,000) of post-launch maintenance, support, and upkeep costs. These costs are based on Phase2's previous experience and are non-binding suggestions for future year budgeting. In this capacity, Phase2 would support the solution after the initial project is complete in any capacity that makes sense for the County to establish continuity of the solution and to address whatever specific future enhancement needs the County may have. Post-launch work would be conducted on a time and materials basis. The County has opted to include in the Agreement's not to exceed amount only the estimated Annual Platform Evaluation and Audit amounts for Years 2 & 3, and regardless, work in Years 2 & 3 will be performed only as mutually agreed.

With that in mind, Phase2 is providing its current rate card/labor category structure. The table below details Phase2's rate card for this engagement, specifically labor categories, team roles, and labor rates for each category. It would be Phase2's policy



and expectation that a mix from each category be selected and introduced to the engagement to allow for maximum flexibility and rotation. Actual project estimates and resources will be assigned and determined at contract award.

The rates below are based upon market conditions and firm expenses. Rates must be adjusted annually to account for cost of business increases. Rate adjustments for Phase2 will occur at the start of each calendar year and will be capped at 5%, rounded to the nearest \$5 increment. However, said rate increases will take effect for the County at the start of each calendar year. Such rate increases will not apply to the fixed-fee aspects of the engagement described above.

<b>LABOR CATEGORY</b>	<b>Hourly Rate</b>
Principal; PI/FAE/TE	\$215
Engagement Manager	\$215
Project Manager	\$195
Project Coordinator	\$165
Technical Architect	\$215
Lead Developer	\$195
Senior Developer	\$180
Developer	\$165
Junior Developer	\$150
Solution Architect	\$215
Solution Consultant	\$195
Senior Solution Analyst	\$180
Solution Analyst	\$165
Junior Analyst	\$150
Senior Graphic Designer	\$180
Graphic Designer	\$165
Junior Designer	\$150

### **11-3. PERFORMANCE PAYMENT (RELEASE OF FUNDS)**

The following table provides a detailed breakdown of anticipated migration costs per phase. These fees are all-inclusive relating to the work outlined by this Agreement and will be billed on a fixed-cost basis. Based on the phases outlined below, the following migration payment milestones are included in the Payment column.

Payment is due upon acceptance by the County of the corresponding deliverables for each milestone. Consistent with timeline parameters for document review acceptance, the County will review each phase's corresponding deliverables within seven (7) business days of submission by Phase2. If the County provides no feedback or requests for changes within the 7-day window per deliverable, those deliverables will be considered accepted.

Payment for the optional Annual Platform Evaluation and Audit costs outlined in Section 11-2 will be billed on the basis for actual time spent and are not part of the fixed-basis/milestone payment schedule listed below.

Note: The number of sites to be rolled out during each of the five rounds of Phase 5 (Site Migration) listed below shall be agreed upon by Phase2 and the County as part of the PDP process outlined in Section 3-4, above.

Phase	Payment Milestone (%)	Payment Milestone (\$)	Deliverable (On Acceptance by County)
Contract Signing & Preliminary Steps	5%	\$51,080.50	Payment 1: On execution of Counter-signed Contract
	5%	\$51,080.50	Payment 2: On acceptance of First PDP pursuant to Section 3-4, above
Phase 1: Initiation & Discovery	20%	\$204,322	Detailed Project Plan, including: Design Brief UX & IA Framework Requirements Catalog Technical Architecture Development Plan QA Plan
Phase 2: Platform Implementation	20%	\$204,322	Includes: Completed Requirements Matrix Platform Demonstration Training Guides Launch Plan
Phase 3: Alpha Site Migration Round	15%	\$153,241.50	Launch of Alpha Sites (number to be determined)
Phase 4: Platform - Retrospective Sprint	5%	\$51,080.50	Lessons Learned Document
Phase 5: Site Migration Round 1	5%	\$51,080.50	Launch of X number of the County's agency sites at production URLs, including completed Go-Live Checklist and accompanying Site Launch Report

Site Migration Round 2	5%	\$51,080.50	Launch of X number of the County's agency sites at production URLs, including completed Go-Live Checklist and accompanying Site Launch Report
Site Migration Round 3	5%	\$51,080.50	Launch of X number of the County's agency sites at production URLs, including completed Go-Live Checklist and accompanying Site Launch Report
Site Migration Round 4	5%	\$51,080.50	Launch of X number of the County's agency sites at production URLs, including completed Go-Live Checklist and accompanying Site Launch Report
Site Migration Round 5	5%	\$51,080.50	Launch of X number of the County's agency sites at production URLs, including completed Go-Live Checklist and accompanying Site Launch Report
Phase 6: Project Close	5%	\$51,080.50	Includes: <ul style="list-style-type: none"> <li>• Product Backlog/Features Wishlist</li> <li>• Updated Training Guides</li> <li>• Updated Technical Architecture</li> </ul>
<b>Total (Design &amp; Implementation)</b>	<b>100%</b>	<b>\$1,021,610.00</b>	

## Exhibit B

### **San Mateo County Websites (Rev. 1/4/2013)**

Department	URL
Agriculture / Weights & Measures	<a href="http://www.co.sanmateo.ca.us/agwm">http://www.co.sanmateo.ca.us/agwm</a>
Board of Supervisors	<a href="http://www.co.sanmateo.ca.us/bos">http://www.co.sanmateo.ca.us/bos</a>
Boards & Commissions	<a href="http://www.co.sanmateo.ca.us/bnc">http://www.co.sanmateo.ca.us/bnc</a>
Child Support Services	<a href="http://www.co.sanmateo.ca.us/portal/site/childsupportservices">http://www.co.sanmateo.ca.us/portal/site/childsupportservices</a>
Controller	<a href="http://www.co.sanmateo.ca.us/controller">http://www.co.sanmateo.ca.us/controller</a>
Coroner	<a href="http://www.co.sanmateo.ca.us/coroner">http://www.co.sanmateo.ca.us/coroner</a>
County Counsel	<a href="http://www.co.sanmateo.ca.us/countycounsel">http://www.co.sanmateo.ca.us/countycounsel</a>
County Managers Office/Clerk of the Board	<a href="http://www.co.sanmateo.ca.us/cmo">http://www.co.sanmateo.ca.us/cmo</a>
District Attorney	<a href="http://www.co.sanmateo.ca.us/da">http://www.co.sanmateo.ca.us/da</a>
Housing (Department of Housing)	<a href="http://www.co.sanmateo.ca.us/housingdepartment">http://www.co.sanmateo.ca.us/housingdepartment</a>
Human Resources Department	<a href="http://www.co.sanmateo.ca.us/hr">http://www.co.sanmateo.ca.us/hr</a>
Human Services Agency	<a href="http://www.co.sanmateo.ca.us/hsa">http://www.co.sanmateo.ca.us/hsa</a>
Information Services Department	<a href="http://www.co.sanmateo.ca.us/isd">http://www.co.sanmateo.ca.us/isd</a>
Parks Department	<a href="http://www.co.sanmateo.ca.us/parks">http://www.co.sanmateo.ca.us/parks</a>
Planning and Building	<a href="http://www.co.sanmateo.ca.us/planning">http://www.co.sanmateo.ca.us/planning</a>
Probation	<a href="http://www.co.sanmateo.ca.us/probation">http://www.co.sanmateo.ca.us/probation</a>
Public Works	<a href="http://www.co.sanmateo.ca.us/publicworks">http://www.co.sanmateo.ca.us/publicworks</a>
Public Safety Communications	<a href="http://www.smc911dispatch.org/">http://www.smc911dispatch.org/</a>
Children's Fund	<a href="http://www.co.sanmateo.ca.us/childrensfund">http://www.co.sanmateo.ca.us/childrensfund</a>
Commission on the Status of Women	<a href="http://www.co.sanmateo.ca.us/csw">http://www.co.sanmateo.ca.us/csw</a>
First 5 San Mateo County	<a href="http://www.co.sanmateo.ca.us/first5">http://www.co.sanmateo.ca.us/first5</a>
LAFCO (Commission)	<a href="http://www.co.sanmateo.ca.us/portal/site/laftco">http://www.co.sanmateo.ca.us/portal/site/laftco</a>
RISC (Radio Committee)	<a href="http://www.co.sanmateo.ca.us/risc">http://www.co.sanmateo.ca.us/risc</a>

### **New sites – Non-Vignette**

Department	URL
Public Safety Communications	<a href="http://www.smc911dispatch.org/">http://www.smc911dispatch.org/</a>
Treasurer-Tax Collector	<a href="http://www.sanmateocountytaxcollector.org/">http://www.sanmateocountytaxcollector.org/</a>

ATTACHMENT

Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended

The undersigned (hereinafter called the "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration of for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a or b)

- ☐ a. Employs fewer than 15 persons.
- ☒ b. Employs 15 or more persons and, pursuant to section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.


Chris Garing \_\_\_\_\_  
Name of 504 Person - Type or Print

Phase2 Technology, LLC \_\_\_\_\_  
Name of Contractor(s) - Type or Print

1330 Braddock PL 7th Floor \_\_\_\_\_  
Street Address or P.O. Box

Alexandria, VA 22314 \_\_\_\_\_  
City, State, Zip Code

I certify that the above information is complete and correct to the best of my knowledge.

  
Signature

COO \_\_\_\_\_  
Title of Authorized Official

6 February 2013 \_\_\_\_\_  
Date

\*Exception: DHHS regulations state that:

"If a recipient with fewer than 15 employees finds that, after consultation with a disabled person seeking its services, there is no method of complying with (the facility accessibility regulations) other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."

## **Attachment IP – Intellectual Property Rights**

1. The County of San Mateo ("County"), shall and does own all titles, rights and interests in all Work Products created by Contractor and its subcontractors (collectively "Vendors") for the County under this Agreement. Contractor may not sell, transfer, or permit the use of any Work Products without the express written consent of the County.
2. "Work Products" are defined as all materials, tangible or not, created in whatever medium pursuant to this Agreement, including without limitation publications, promotional or educational materials, reports, manuals, specifications, drawings and sketches, computer programs, software and databases, schematics, marks, logos, graphic designs, notes, matters and combinations thereof, and all forms of intellectual property.
3. Contractor shall not dispute or contest, directly or indirectly, the County's exclusive right and title to the Work Products nor the validity of the intellectual property embodied therein. Contractor hereby assigns, and if later required by the County, shall assign to the County all titles, rights and interests in all Work Products. Contractor shall cooperate and cause subcontractors to cooperate in perfecting County's titles, rights or interests in any Work Product, including prompt execution of documents as presented by the County.
4. To the extent any of the Work Products may be protected by U.S. Copyright laws, Parties agree that the County commissions Vendors to create the copyrightable Work Products, which are intended to be work-made-for-hire for the sole benefit of the County and the copyright of which is vested in the County.
5. In the event that the title, rights, and/or interests in any Work Products are deemed not to be "work-made-for-hire" or not owned by the County, Contractor hereby assigns and shall require all persons performing work pursuant to this Agreement, including its subcontractors, to assign to the County all titles, rights, interests, and/or copyrights in such Work Product. Should such assignment and/or transfer become necessary or if at any time the County requests cooperation of Contractor to perfect the County's titles, rights or interests in any Work Product, Contractor agrees to promptly execute and to obtain execution of any documents (including assignments) required to perfect the titles, rights, and interests of the County in the Work Products with no additional charges to the County beyond that identified in this Agreement or subsequent change orders. The County, however, shall pay all filing fees required for the assignment, transfer, recording, and/or application.
6. Contractor agrees that before commencement of any subcontract work it will incorporate this Schedule I to contractually bind or otherwise oblige its subcontractors and personnel performing work under this Agreement such

that the County's titles, rights, and interests in Work Products are preserved and protected as intended herein.

Attachment IP v 8/19/08