

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND AGILOFT, INC. FOR PROFESSIONAL SERVICES

This Professional Services Agreement is entered into this 5th day of August, 2015, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and Agiloft, Inc., hereinafter called "Contractor" or "Agiloft."

* * *

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

Whereas, it is necessary and desirable that Contractor be retained for the purpose of an automated contract management workflow and archiving system.

Now, therefore, it is agreed by the parties to this Agreement as follows:

1. Exhibits and Attachments

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

- Exhibit A—Services
- Exhibit B—Payments and Rates
- Attachment I—§ 504 Compliance
- Attachment IP – Intellectual Property

2. Services to be performed by Contractor

In consideration of the payments set forth in this Agreement and in Exhibit B, Contractor shall perform services for County in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A.

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed four-hundred seventy-five thousand dollars (\$475,000). In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration.

4. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from August 5, 2015 through December 31, 2016.

5. Termination; Availability of Funds

This Agreement may be terminated by Contractor or by the Director of Human Resources or his/her designee at any time without a requirement of good cause upon thirty (30) days' advance written notice to the other party. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that prorated portion of the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement.

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

6. Contract Materials

At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials (collectively referred to as "contract materials") prepared by Contractor under this Agreement shall become the property of County and shall be promptly delivered to County. Upon termination, Contractor may make and retain a copy of such contract materials if permitted by law.

7. 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 County and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of County employees.

8. Mutual Hold Harmless and Limitation of Liability

8.1 Contractor's Indemnification of County. Contractor will defend County against any claim, demand, suit or proceeding made or brought against County by a third party alleging that County's use of Contractor's Software Product or Hosted Service in accordance with this Agreement, or any customization, modifications, or implementation of said Software Product or Hosted Service by Contractor, infringes or misappropriates such third party's intellectual property rights, and will indemnify County from any damages, attorney fees and costs finally awarded against County as a result of such a claim against County, or for amounts paid by County under a court-approved settlement of such a claim, provided County (a) promptly gives Contractor written notice of such a claim, (b) gives Contractor sole control of the defense and settlement of such a claim, except that Contractor may not choose to settle any such claim unless it unconditionally releases County of all liability, and (c) gives Contractor all reasonable assistance, at Contractor's expense.

If Contractor receives information about an infringement or misappropriation claim related to Contractor's Software Product or Hosted Service, Contractor may choose, in Contractor's discretion and at no cost to County, to (a) modify Contractor's Software Product or Hosted Service so that it no longer infringes or misappropriates, without breaching Contractor's warranties under §9.2 of Contractor's Hosted Services Agreement (our Warranties), (b) obtain a license to allow for County's continued use of Contractor's Software Product or Hosted Service in accordance with this Agreement, or (c) terminate County's use of Contractor's Software Product or Hosted Service upon 30 (thirty) days' written notice and refund County all fees paid to Contractor under this Agreement and the Agiloft, Inc. Hosted Service Agreement, as depreciated over a four-year straight line basis from the date of first payment made pursuant to this

Agreement. The above defense and indemnification obligations do not apply to the extent a claim against County arises from alleged infringement or misappropriation in County's Knowledgebase (unless created/caused by Contractor), any Other Application not provided by Contractor, or County's breach of this Agreement. For purposes of this Section 8.1 and Section 8.2, below, "County's Knowledgebase" means information and data provided or created by County (including information about the County's work processes and actual documents (including electronic and hardcopy files)) and any customizations/modifications created by the County or its agents other than Contractor.

8.2 County's Indemnification of Contractor. County will defend Contractor against any claim, demand, suit or proceeding made or brought against Contractor by a third party alleging that County's Knowledgebase, or County's use of Contractor's Hosted Service or Software Product in breach of this Agreement, infringes or misappropriates such third party's intellectual property rights or violates applicable law, and will indemnify Contractor from any damages, attorney fees and costs finally awarded against Contractor as a result of such a claim, or for any amounts paid by Contractor under a court-approved settlement of such a claim against Contractor, provided Contractor (a) promptly gives County written notice of such a claim against Contractor, (b) gives Contractor sole control of the defense and settlement of such a claim against Contractor, except that County may not settle any such claim against Contractor unless it unconditionally releases Contractor of all liability, and (c) gives County all reasonable assistance in the defense of such a claim against Contractor, at County's expense. The above defense and indemnification obligations do not apply to the extent a claim against Contractor arises from Contractor's Software Product or Hosted Service, any Other Application provided by Contractor, or Contractor's breach of this Agreement. Under no circumstances shall County's obligation under this Section 8.2 exceed the total amount of all fees paid to Contractor under this Agreement and the Agiloft, Inc. Hosted Service Agreement, as depreciated over a four-year straight line basis from the date of first payment made pursuant to this Agreement.

8.3 Exclusive Remedy. Sections 8.1 and 8.2 state the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of claim described in those sections. To the maximum extent allowed by law, the limitation of liability set forth in Section 8.4 and 8.5 shall apply to the liability of either party for all costs associated with indemnification, excluding the costs of defense.

8.4 Duty to Defend. The duty of each party to indemnify and save harmless as set forth by Sections 8.1 and 8.2 shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

8.5 Limitation of Liability. NEITHER PARTY'S LIABILITY WITH RESPECT TO ANY SINGLE INCIDENT ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL EXCEED THE AMOUNT PAID BY COUNTY UNDER THIS AGREEMENT AND THE AGILOFT, INC. HOSTED SERVICE AGREEMENT, DEPRECIATED OVER A FOUR-YEAR STRAIGHT LINE BASIS FROM THE DATE OF FIRST PAYMENT MADE PURSUANT TO THIS AGREEMENT, AND IN NO EVENT WILL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT (EXCEPT THE DUTY TO DEFEND DISCUSSED BY SECTION 8) EXCEED THE TOTAL AMOUNT PAID BY COUNTY UNDER THIS AGREEMENT AND THE AGILOFT, INC. HOSTED SERVICE AGREEMENT, INCLUDING ANY RENEWAL, PREDECESSOR OR SUCCESSOR AGREEMENTS, DEPRECIATED OVER A FOUR-YEAR STRAIGHT LINE BASIS FROM THE DATE OF FIRST PAYMENT MADE PURSUANT TO THIS AGREEMENT. THE ABOVE LIMITATIONS WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY. HOWEVER, THE ABOVE LIMITATIONS WILL NOT LIMIT COUNTY'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT AND THE AGILOFT, INC. HOSTED SERVICE AGREEMENT.

8.6 Exclusion of Consequential and Related Damages. IN NO EVENT WILL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS, REVENUES, OR INDIRECT, SPECIAL, INCIDENTAL, COVER, PUNITIVE OR CONSEQUENTIAL DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

8.7 Conflicts. To the extent of any conflict between the language of this Section 8 and language in the separate Agiloft, Inc. Hosted Service Agreement, the terms of this Section 8 shall control.

9. Assignability and Subcontracting

Contractor shall not assign this Agreement or any portion of it 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. Any such assignment or subcontract without County's prior written consent shall give County the right to automatically and immediately terminate this Agreement without penalty or advance notice.

10. Insurance

a. General Requirements

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by County's Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by 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 County of any pending change in the limits of liability or of any cancellation or modification of the policy.

b. Workers' Compensation and Employer's Liability Insurance

Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

c. Liability Insurance

Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents 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 Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them.

Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

☒ Comprehensive General Liability... \$1,000,000

(Applies to all agreements)

☐ Motor Vehicle Liability Insurance... \$1,000,000

(To be checked if motor vehicle used in performing services)

☐ Professional Liability..... \$1,000,000

(To be checked if Contractor is a licensed professional)

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 (a) the insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the County or its officers, agents, employees, and servants 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, County, 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 and payment pursuant to this Agreement.

11. Compliance With Laws

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, ordinances, and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability 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. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law or regulation, the requirements of the applicable law or regulation 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.

12. Non-Discrimination and Other Requirements

a. General Non-discrimination

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political

beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

b. 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 upon request.

c. Section 504 of the Rehabilitation Act of 1973

Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability 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 any services this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.

d. Compliance with County's Equal Benefits Ordinance

With respect to the provision of benefits to its employees, Contractor shall comply with Chapter 2.84 of the County Ordinance Code, which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse. In order to meet the requirements of Chapter 2.84, Contractor must certify which of the following statements is/are accurate:

- ☐ Contractor complies with Chapter 2.84 by offering the same benefits to its employees with spouses and its employees with domestic partners.
- ☐ Contractor complies with Chapter 2.84 by offering, in the case where the same benefits are not offered to its employees with spouses and its employees with domestic partners, a cash payment to an employee with a domestic partner that is equal to Contractor's cost of providing the benefit to an employee with a spouse.
- ☒ Contractor is exempt from having to comply with Chapter 2.84 because it has no employees or does not provide benefits to employees' spouses.
- ☐ Contractor does not comply with Chapter 2.84, and a waiver must be sought.

e. Discrimination Against Individuals with Disabilities

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Contractor and any subcontractor shall abide by the requirements of 41 C.F.R. 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

f. History of Discrimination

Contractor must check one of the two following options, and by executing this Agreement, Contractor certifies that the option selected is accurate:

- ☒ No finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or any other investigative entity.
- ☐ Finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or other investigative entity. If this box is checked, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination.

g. Reporting; Violation of Non-discrimination Provisions

Contractor shall report to the County Manager the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the Agreement or Section 11, above. Such duty shall include reporting of the filing 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 or adjudication of allegations covered by this subsection 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 a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

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 the following:

- i. termination of this Agreement;
- ii. disqualification of the Contractor from being considered for or being awarded a County contract for a period of up to 3 years;
- iii. liquidated damages of \$2,500 per violation; and/or
- 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 offset all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and County.

13. Compliance with County Employee Jury Service Ordinance

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if

Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply if this Agreement's total value listed Section 3, above, is less than one-hundred thousand dollars (\$100,000), but Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value meets or exceeds that threshold amount.

14. Retention of Records; Right to Monitor and Audit

(a) Contractor shall maintain all required records relating to services provided under this Agreement for three (3) years after County makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit by County, a Federal grantor agency, and the State of California.

(b) Contractor shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by County.

(c) Contractor agrees upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representative, and/or to any of their respective audit agencies 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, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

15. Merger Clause; Amendments

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement 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 the body of this 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 the 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 or amendments shall be in writing and signed by the parties.

16. Controlling Law; Venue

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

17. Notices

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

In the case of County, to:

Name/Title: Joanne Ward, Principal Management Analyst
Address: 455 County Center, 4th Floor – Procurement Division, Redwood City, CA
Email: jmward@smcgov.org

In the case of Contractor, to:

Name/Title: Bridget Conrad, Agiloft Inc. Vice President Customer Services
Address: 460 Seaport Court, Suite 200, Redwood City, CA 94063
Telephone: 650-587-8615 extension 710
Facsimile: 650-745-1209
Email: bridget.conrad@agiloft.com

18. Electronic Signature

If both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo, both boxes below must be checked. Any party that agrees to allow digital signature of this Agreement may revoke such agreement at any time in relation to all future documents by providing notice pursuant to this Agreement.

For County: ☒ If this box is checked by County, County consents to the use of electronic signatures in relation to this Agreement.

For Contractor: ☒ If this box is checked by Contractor, Contractor consents to the use of electronic signatures in relation to this Agreement.

* * *

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

COUNTY OF SAN MATEO

By:

President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:

Clerk of Said Board

Agiloft, Inc.

A handwritten signature in cursive script, reading "Bridget Conrad".

Contractor's Signature

Date: July 17, 2015

Exhibit A

In consideration of the payments set forth in Exhibit B, Contractor shall provide the following services:

Agiloft, Inc. Statement of Work

San Mateo County

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Project Background

The County has a variety of types of contracts to administer its business relationships with the private sector. For example, the County has independent contracts, commodities contracts, health provider contracts, and various types of leases to name a few.

Currently the County uses a variety of systems and business processes to manage contracts. Some departments have automated systems, while others use spreadsheets or manual files. Even though the Contract Management Systems are many and varied, the policies and processes used to manage contracts have recently been rationalized and updated countywide. The County has an active and involved Contract Compliance Committee and Contract Users Group made up of representatives from all departments. Both groups work together on continuous process improvement activities, resulting in current policies and procedures and updated countywide Contract Handbook.

The Procurement Unit within the Shared Services division reports organizationally to the Human Resources Department. The Procurement Unit plays a key role in negotiating vendor agreements including pricing for various commodities that are used by departments to facilitate their purchasing efforts. The Procurement Unit is anticipated to play a larger role in the future in training and assisting departments in using the new Contract Management System and using vendor agreements and other inter-governmental contracts for efficient and effective purchasing.

Nearly every department has need of professional services to augment the work done by County employees to serve the citizens in a variety of ways.

Key issues with the current environment are summarized below:

1. **Current Processes and Systems are Labor Intensive** – With a couple of exceptions, County departments do not have an automated system to assist in creating, editing, negotiating, approving, managing and storing contracts. This means that each department spends time accomplishing these business processes that could be better used to accomplish their primary mission of providing services to the citizens and the community.
2. **Limited Access to Contract Information** – Because each department has its own method and system for managing and filing contracts, this information is not easily accessible to other County departments that may have need for contracts for similar services and/or the same vendors. Relevant summary information related to contracts is also not easily accessible to the public.

3. **Lack of Current Technology** – The County is not utilizing modern technologies and applications related to contract management that are proven in the marketplace (and the public sector) and can be economically feasible. Examples include automated templates for contract development, workflow for approvals, workflow for notifications related to contract renewals and expirations, file and document attachments, ad hoc reporting tools, etc. If implemented properly, these technologies could have a significant benefit to the County.
4. **Inability to Publish Contract Information** – The County does not have a streamlined automated method for making contract information available to the public.

Project Goals and Objectives

The overall objective of the project is to implement a countywide Contract Management System that can be used easily by all departments as an effective tool for developing, negotiating, managing and storing the various types of contracts entered into by the County. This includes the following sub-objectives:

Management and Functionality

1. Improve integration with the County's procurement and financial business systems, such as IFAS, email system, ONESolution, PublicPurchase, and SIRE.
2. Provide a contract development/management system that supports and facilitates the County's contracting policies and processes
3. Improve the ability to develop, search, monitor and manage contracts countywide.
4. Provide automated tools to improve compliance with contract requirements.
5. Provide templates and tools to quickly and easily create, modify, and amend contracts and related attachments and documents.
6. Provide reporting tools for management to ensure compliance with contractual mandates and agreements.
7. Improve business processes through workflow instead of paper.
8. Provide dashboard capabilities for managers to monitor stats on a daily basis.
9. Provide managers with the ability to easily access contract information to better manage and conduct business with business partners.

Technology

10. Support Countywide Cloud Computing initiatives.

11. Make use of modern technology to increase and secure private data and make public information more easily accessible.
12. Use of hosted software model (Software As A Service, or SAAS) means software is always supported by vendor.
13. Configurability allows the County to easily adapt to changes.
14. Simple and straightforward integration.

Project Management

15. Use best practices for project management in accordance with standards established by the Project Management Institute (PMI).
16. Complete the scope of the Contract Management System project on time and within budget as defined in the final approved project management plan .
17. Promote collaboration and effective participation of all stakeholders in the implementation process.
18. Achieve ownership by County management and staff for new Contract Management System administration responsibilities and implemented business process initiatives.

Project Scope

This project is driven by the following core requirements:

ADMINISTRATION

1. Ability to create and modify contract language templates

INTERFACE WITH OTHER COUNTY AUTOMATED SYSTEMS

2. Ability to interface relevant contract metadata with SIRE
3. Ability to upload additional documents and required forms and link them to the contract record
4. Ability to integrate or export contract documents into Sharepoint

WORKFLOW

5. Ability to provide automated workflow and approval for use in negotiating, editing, approving, and amending contracts
6. Ability to define contract approval process by dollar threshold, contract type, and/or department policy in automated workflow
7. Ability to maintain and manage amendments to contracts including dates, source, and supplemental agreements

8. Support for electronic signature of contracts for both internal and external signers
9. Ability to attach images of signed contractual documents to contract metadata files
10. Ability to store and complete all contract forms and templates on-line
11. Ability to assign proxy owners to ensure contracts continue through their workflow

TRACKING AND PLANNING

12. Ability to track and flag contract expiration /renewal dates
13. Ability to set tickler notifications to notify users ahead of time when contract and insurance expiration/renewal, or other key dates are approaching (30,60,90 days prior etc.)
14. Ability to prevent use of contracts if contract is expired
15. Ability to link contract numbers to ITB, RFP, requisition, and/or PO numbers as appropriate
16. Ability to track multiple contracts per vendor, and multiple items per contract
17. Ability to identify required fields of metadata (such as equal benefits or W9 on file) that need to be completed for every contract
18. Ability to identify and track insurance requirements and status including expiration and renewal dates
19. Ability to support waiver process of various County contract requirements and forms, as well as a waiver tracking function (number and type of waivers)
20. Ability to generate task orders for contracts and have date reminders associated with these as well as the "parent" contract
21. Ability for contract administrators to view details of all County contracts

REPORTING

22. Ability to create ad hoc reports and run pre-defined reports

FISCAL MONITORING

23. Ability to track vendor contract not-to-exceed amounts
24. Ability to keep a running total of contract payments with subtotals for calendar year and/or fiscal year
25. Ability for on-screen display of payment schedules, dollar limits, expirations dates, payments received, YTD payments
26. Ability to support various contract periods, including multiple year contracts (those that span fiscal and/or calendar years)
27. Ability to interface/integrate financial information with IFAS and ONESolution

PERFORMANCE MONITORING

28. Ability to track and monitor contract performance and compliance via easy to use queries and reports
29. Ability for contract managers to enter performance assessments about contracts to assist in the decision making for future contracts

PUBLIC ACCESS

- 30. Public facing database of existing contracts including both full text attachments and metadata
- 31. Ability to at user discretion redact information or not show parts of contracts that are confidential or proprietary

SEARCH AND SORT CAPABILITES

- 32. Ability to segregate types of contracts and accommodate unique differences between the various types of contracts (different forms, different standard terms and conditions, etc.)
- 33. Ability to search/query contracts and metadata about contracts based on keywords etc. while permitting exclusion of some content due to confidentiality
- 34. Functions/features that would facilitate auditing of contracts (such as random selection of contracts, creation of ad-hoc reports from metadata, statistical analysis, etc.)
- 35. Ability to link contracts by common data fields (e.g. project number)

RESOURCES AND REFERENCE GUIDES

- 36. Ability to easily access and use Contracts Handbooks and other process and training materials related to County contracting policies and processes

ARCHIVING

- 37. Ability to store and maintain a wide variety of historical information (metadata) about contracts
- 38. Ability to meet County's records retention requirements

COMPONENTS OF PROJECT SCOPE

This section describes the various major components of the project scope that are intended to satisfy the core requirements listed above. In addition, the project scope is further detailed in the work plan below. The initial scope of the project includes implementation of Selection Processes (RFP, three quotes, etc.) and a Contract Management solution provided by Agiloft, Inc. for independent contracts, vendor agreements, and leases.

The Selection Process Management portion of the system will be used to create new RFP/RFI/RFQs and move them through an approval process before publishing them to Public Purchase, and to manage the received quotes and proposals, converting successful proposals into contracts when appropriate.

The Contract Management system will be designed to handle contracts for different departments with somewhat different data requirements, and will be limited in scope to independent contracts, lease agreements, and vendor agreements.

It will include an automated approval process based on custom workflows that may vary by department or contract type.

In addition to managing contracts, the system will manage vendors and their insurance certificates, providing reminders about insurance certificate expirations.

It will also provide a method for certain contract documents to be accessed through a public facing portal and will include the build out of an appropriate end user interface that allows keyword searching for published documents.

Expected/Included Tables

It is expected that the list of tables below will be needed to satisfy the core requirements. This list is not all inclusive. During the fit-gap exercise, other tables may be identified that are necessary to satisfy the core requirements and scope of work. Up to seven additional background tables and two additional process tables will be included in the fixed cost.

Background Tables

- **Categories** – This table will hold records for the categories used with vendor contracts, such as "Automotive," "Medical/Surgical Supplies," "Janitorial Supplies", and so on.
- **Commodities** – This table will hold records for all the commodities and any commodity codes used with vendor contracts or other contract types. Commodities and Categories may be related in a hierarchy (one category has many commodities) and they may also be linked to vendor companies (one vendor may have multiple commodities).
- **Departments** – County agencies or organizations for which a proposal may be requested.
- **Companies** – This table will hold records for the vendors, contractors, and lessors who will be linked to contracts.
- **People** – This table will hold records for all people related to contracts in either the Employees or External Users sub-table.
- **Locations** – This table holds addresses for companies or people so that the same company may have multiple locations related to a contract, for instance a business address and a contract notice address.
- **Groups** – The sets of users who share similar access permissions.
- **Teams** – The functional units of internal users who will be interacting with the system and assigned to work on specific record types such as contracts or approvals.
- **Workflows** – Defines approval workflows for the Proposed Projects or Contracts.
- **Approval Templates** – We will use the approval templates linked to workflows to generate approval records
- **Attachment Types** – This table defines the dropdown list of attachment types that appear when creating an attachment record. This may be used to define a redacted document, for instance, to be shown to the public.

- **Print Templates** – This table holds the templates that act as boilerplates for contracts. A Print Template is automatically pulled into a contract based on Contract Type and other essential information, and it is used to generate a custom contract document that fills in the metadata from the contract.
- **Alternate Clauses** – This table would define special or alternative clauses associated with a particular contract type and position in a print template so that the contract manager can choose specific pre-approved clauses for a contract as needed.

Planned Process- Related Tables

- **Proposed Projects (Service Requests)** – Table holding a record for each Request for Proposal, Quote, Information, etc. with details about the solicitation dates, the subject matter, the expected budget, and any attached documents describing the requirements. This is the table where a request will be created and routed through the appropriate approval process. It will hold high value projects as well as the lower value projects that do not require the formal RFP process. The high value projects will be pushed to Public Purchase once they have been approved for publication.
- **Vendor Proposals** – This table will hold a record for each Vendor response/quote/proposal that needs to be tracked in Agiloft, Inc. For the lower budget items, this will document each quote that is received and will have details about the cost, any attached documents, and so on. The Vendor Proposals will be shown in a table viewable within the Proposed Projects. Once the selection process is completed, the winning Vendor Proposal(s) can be converted into a Contract record that will also map in fields from the linked Project and can show the other non-accepted proposals that were received for the project.
- **Project Type** – We will probably want a table to define the different project types (or solicitation types) that might each have a different approval workflow. This might also define the print templates used to generate the project documents, if print templates will be used.
- **Contracts** – The main table where contracts will be managed and their documents generated and **accessed**. When a contract is created from a proposal/project, it will have linked fields to display the received Vendor Proposals to verify that proposals were sought and reviewed. It will also pull in any of the original information that was part of the request that needs to be preserved in the contract. The contract record may contain multiple attachments, approvals, and tasks, as well as payments received, PO's and so forth.
- **Contract Types** – This table holds a list of contract types as well as information about special metadata needed for specific contract types, default print templates for each contract type, departments associated with the contract type, and so on.
- **Contract Tasks** – This table can be used to schedule contract milestones or fulfillment tasks.
- **Attachments** – This **table** holds all of the contract files and associated documents for each contract.
- **Approvals** – We will use Approvals linked to the Proposed Projects or Contracts to manage the approval process.

- **Insurance Certificates** – This table will hold certificates and any performance bonds so that they can be linked to vendors as well as contracts and renewed for all contracts for a given vendor at once.
- **Payments Made** – This table would hold records for payments made under a particular contract to keep track of total spend amounts and ensure the amounts do not go over the Do not exceed amount. It is expected that this table would be populated through integration with IFAS or some other backend system.
- **Purchase Orders** – If needed, this table would identify POs associated with a contract so the payments can be linked to a PO.

Automation Included

The system will include the following kinds of process automation:

- Generation and processing of approval records that will be assigned appropriately based on one or more pre-defined workflows. The workflows may depend on the department, the solicitation type, project type, contract type or some other variable.
- Creation of attachments from one or more print templates through action buttons or rules.
- Time based reminder notifications about records that are coming due or overdue for approval.
- Creation of a contract record from a Proposed Project from a button pressed by a user.
- Renewal reminders for insurance certificates

Applications Not Included

- Further integration beyond that specified below is not included.
- Full clause and language library management is not included. The complete reliance on a language library would mean that all wording from all contracts would be stored in a language library in individual clauses that could be combined to create the printed documents. This is only necessary in extreme cases, where individual clauses need to be approved and fully managed by a specific team, and this does not seem required or optimum for the county's needs at this time.
- The fixed price scope of the implementation sets limits on the number of hours to be spent in meetings, whether held in person or in conference calls. The County may request additional meetings as needed, which will be funded through no-cost change orders.

Reports Included

All Standard Reports provided as part of the out-of-the-box Contract Management System are in-scope for the project. Agiloft, Inc. will provide training as requested by the County in how to create reports.

In addition, the County has asked the Agiloft, Inc. team to develop 30 custom reports as part of the fixed price to meet the anticipated custom report requirements. This estimate of custom report development is based on the vendor's experience at projects of similar size and complexity.

The project team will conduct a scoping exercise during the initial stage of the project to determine the final custom report development requirements. Agiloft, Inc. will be primarily responsible for the design specifications and development of these reports. The County wishes to take advantage of delivered reports wherever possible.

A preliminary list of the number of custom reports to be developed by category is shown in the chart below:

#	Complexity	Description	Quantity	Hours per Report
1	High	These reports require complex calculated fields and/or it is not readily apparent where this data can be located in the exposed object model (data sources). Report writers can spend a good amount of time figuring out where/if the data is available and how to bring it into the report.	10	6
2	Medium	These reports require some calculated fields and configuration and some complicated testing.	10	4
3	Low	These reports can be built with minimal calculated fields. There is not a lot of configuration involved and the testing is straightforward. Typically a simple report would fall in this category.	10	1

If as a result of the scoping exercise both Agiloft, Inc. and the County mutually agree to revise or shift the number or complexity level of reports as described in the above table, this will be documented by creating a no-cost change order.

The County will assign a resource to work closely with Agiloft, Inc., staff during the design and development of the custom reports for knowledge transfer purposes. The County will be responsible for the support and maintenance of these reports after issues have been resolved and are approved and signed off by the County.

Business Intelligence Reporting

Creating reports from any source other than Agiloft, Inc. such as third party reporting tools, or a third party data warehouse, is not included in the scope of this project.

Print Templates

The creation of print templates can be quite time consuming, and so the print template creation will be handled similarly to reports. The County has asked the Agiloft, Inc. team to develop 30 print templates as part of the fixed price to meet the anticipated print template requirements. Agiloft, Inc. will provide

training as requested by the County in how to build print templates so that the County may choose to have its own personnel create and maintain print templates.

	Complexity	Description	Quantity	Hours Per Template
1	High	These templates require complex field variables and layouts to mimic existing forms exactly.	4	10
2	Medium	These templates require inclusion of several variables but layout does not require complex background graphics or exact reproduction.	6	4
3	Low	These templates can be built with minimal variables and do not require any complex formatting.	20	2

Integrations

In the context of this project, integrations are the various interfaces between the Agiloft, Inc. service and related County and external systems. The list of interfaces included in the scope of the project includes:

Systems	Description of Interface
IFAS -> Contract Management System	Contract Amount, Amount Spent (to be defined)
Contract Management System -> Public Purchase	Final RFP, RFI and RFQ
Public Purchase -> Contract Management System	Successful Vendor Proposal and Attachments
Contract Management System -> Email system	Various notifications
Contract Mgmt System -> County Website	Display of public contracts at county website
LDAP/AD authentication or single sign-on	Employee authentication and synch employee data from active directory

The integrations above may vary considerably in cost depending on the API's available, the timing requirements (real time vs. nightly import/export), and other factors. An amount of \$28,900 is set aside to cover the integration work in the table above. This amount assumes that some integration can be done with nightly updates.

Any integration not specifically included above is not in scope. If as a result of a scoping exercise (e.g. initial stage of project) both Agiloft, Inc. and the County mutually agree to add additional integrations, an amount of \$25,000 is set aside for design and development by Agiloft, Inc. This bucket of money is to be used only if authorized via change order by the County Steering Committee, and may not be used at all.

DocuSign Integration

DocuSign provides e-signature integration with the system, such that a contract manager can click a button to generate a DocuSign envelope, which will result in the signers being able to sign electronically via an email notification.

The cost to configure Agiloft, Inc. for the DocuSign integration is included in the fixed pricing. The cost of the DocuSign license subscription is not included.

Data Import

Import of existing contract data will include metadata and related contract documents for the following:

1. All active independent contracts currently included in the County Hospital Meditracts system
2. All active independent contracts that are provided in a standard format by the County (converted from IFAS)
3. All active vendor agreements
4. All active equipment leases (not real property leases)

The cost included for the import/conversion assumes that data is provided in clean Microsoft Excel 2007+ or ASCII format with attached files named properly and provided in the required way to allow import into Agiloft, Inc.

It also assumes that the same data does not need to be imported more than twice (once as a test run, and once for the final run). It does also include one round of final updates to the import to add missing or omitted data (such as user email addresses).

It assumes that full data validation and any cleanup of bad or missing data after the import will be the responsibility of the county.

Data Import Not in Scope

The following data will not be included in the data loading process.

1. Expired contracts
2. In progress contracts (meaning contracts not yet fully executed by all parties), which will be manually entered by County Contract Administrator

User Training

User training will be necessary for full and successful adoption of the system. Since it is planned to roll out the system in multiple stages, the training may need to be repeated multiple times. Agiloft, Inc. prefers a "train the trainer" approach, but we will allocate enough time to allow direct training as needed.

It is expected that 10 days of in person or web-based trainings should be sufficient, to be used in part or full at the County's option. Agiloft, Inc. will work with the County to record such trainings for the

County's Learning Management System if requested by the County (to be done as part of the 10 days of training listed by this paragraph).

Project Management

It is expected that significant project management time will be required for this project, including the review/updating of SOWs, specifications, planning documents, and time spent in meetings, phone calls, and other related activities.

Business Process in Scope

Agiloft, Inc. consultants will work with the County to review and understand how business processes work within the Agiloft, Inc. contract system. Using Agiloft, Inc.'s out-of-the-box business processes and configuration as a framework, the consultants will work with the County to design the business process to fit the County's needs. It is expected that there will be a significant level of customizations for each of the major types of contracts that are included in the scope of work above.

Business Process Improvement and Change Management Scope

A significant number of contract business process improvements and changes will be implemented as part of this project. Some of these business process improvements are system independent, meaning that they can be implemented regardless of the automated system that is in use. These business process opportunities may be implemented concurrently with the Contract Management System project.

Some of these business process improvements and changes are system dependent, meaning that they must be implemented as part of the new system. In most cases, the County intends to adapt business processes, policies, and procedures to accommodate the software, not vice versa.

The County will take the lead in managing and conducting the change management activities related to the project. The Contract Management System project manager and the Agiloft, Inc. engagement manager will work closely together to implement the system dependent business process improvements and changes necessary to accommodate the Agiloft, Inc. service. They will also closely coordinate the project tasks and activities related to change management.

Project Approach and Methodology

The Contract Management System project is complex because it addresses multiple functional and technical areas. Each of the scope areas are interrelated to some degree, especially with respect to project scheduling dependencies. To explain the approach as clearly as possible in this section we have broken it down into the following areas:

- Agiloft, Inc. Deployment Methodology
- Project Schedule and Work Plan

Each area plays an integral part in the project and will be discussed in further detail in this section.

AGILOFT, INC. DEPLOYMENT METHODOLOGY

Agiloft Inc.'s Deployment Methodology for this project will consist of the following stages:

Requirement Gathering and Specification Development

The system will be developed after detailed requirement gathering from the County's business managers and data managers, including close review of existing data in spreadsheets, databases, MS Word document templates and sample contracts and their attachments. We focus first on gathering the data requirements so we can start defining the data structures for the system.

Then we gather basic requirements for the business processes to understand the document creation process, approval process, and fulfillment and renewal processes.

This may include meetings with stakeholders to understand how they work currently and what changes are needed. Full details about automation needs will be gathered in such sessions.

The result of these sessions will be a detailed specification for what will be built, including the tables, fields, rules, notifications, reports, saved searches, views, groups and permissions, teams, and so on.

Structural Build Out

Once the specification has been completed and accepted, we design the table and fields structure and build it out in a structural iteration of the system.

The structural build out should ideally include what is needed for the full roll-out, but the County may choose to focus on the structures necessary for the initial roll-out, so that some of the structure may be built in a phased approach for quicker iterations based on the roll-out schedule.

Completion of the Full Build Out

After a review and acceptance of the structural build out in meetings/phone calls, we proceed to build out the remaining core items of the implementation, including the rules and automation, workflows, approval templates, notifications, email templates, print templates, reports, groups and permissions, teams, and so on.

Data Import and Testing

Data import can be done once the structure is final, and will include all background data, such as users, vendor companies, vendor contacts, contract types, locations, departments, as well as existing historical contracts that are not changing along with their attached files. The imported data allows us to do thorough testing with realistic data, and to walk through the entire process.

Customer Handover, Testing and Changes

Once the project team has completed testing, we do a walkthrough for the customer and provide enough training in how the system is supposed to work so that they can do a round of internal user testing to gather feedback from users about anything that is unclear or that needs to be changed. We may then engage in a round of change requests based on that user feedback. Note that we build in some optional time for such changes, as we have found that user acceptance of a new system is more likely if users' suggestions are considered and accepted whenever reasonable. This time can also be used to address any mismatch between the requirements as communicated and the actual business needs and preferences once the system is available to try out.

Preparation for Go Live – Training and Final Import

Once the system is accepted by the customer and ready to go live, we assist in training users as requested. This can include onsite training sessions for different sets of users, online or in person admin training, and preparation of instructional documentation for different sets of users. Once training is complete and the go live date is near, we do a final import of data. This may include updates to all of the background data tables as well as the import of live and active contract data.

System Goes Live

Once the system is live, we provide support as needed to address any training or other issues and to ensure a smooth rollout.

Staged Implementation

The County intends to do a staged implementation, where not all departments go live at the same time and not all processes will be mapped out at the same time. Such a process may reduce risk, but it also generally adds to the overall consulting time by the time all departments have gone live, since activities such as data import need to be done multiple times.

Project Schedule and Work Plan

Work Plan

A detailed work plan has been created in Smartsheet for all Contract Management System project tasks and activities through the first milestone (Updated SOW and Workplan). This work plan lists all tasks, assigned responsibilities related to the project, and they document the planned start and end date for each task needed to reach the first milestone. This initial detailed work plan is shown below.

Task Name	Start Date	End Date	Assigned To
Initiate Project	08/06/15	08/20/15	Project Manager
Identify Project Manager, core project team, and extended stakeholder team	08/06/15	08/06/15	Bridget Conrad
Prepare project facilities	08/06/15	08/13/15	SMC Team

Schedule Steering Committee meetings	08/06/15	08/13/15	SMC Team
Schedule Initial Discovery work session(s)	08/06/15	08/13/15	SMC Team
Kickoff Meeting	08/06/15	08/20/15	SMC Team
Schedule kickoff meeting	08/06/15	08/13/15	SMC Team
Prepare agenda and lead the kickoff meeting	08/13/15	08/20/15	Bridget Conrad
Initial Discovery	08/10/15	10/02/15	Project Manager
Gather Requirements and Document Processes	08/10/15	08/24/15	SMC Team
Customer Provides Documentation of forms, templates, requirements, screenshots or excel sheets with fields and data for all types of contracts and use cases	08/17/15	08/26/15	SMC Team
Review of Customer Provided Documentation	08/27/15	09/02/15	Agiloft, Inc. Team
Conduct Discovery work session(s) to go over requirements and structure and answer questions related to data (all use cases)	09/03/15	09/11/15	Agiloft, Inc. Team
Selection (RFP, RFI, Etc.)	09/03/15	09/11/15	
Independent Contracts	09/03/15	09/11/15	
Leases (Copy machines, fax machines, etc.)	09/03/15	09/11/15	
Vendor Agreements	09/03/15	09/11/15	
Write up notes from work session(s) into draft specification(s) detailing the basic structure of the system to be built and the general use case(s)	09/14/15	09/25/15	Agiloft, Inc. Team
Conduct follow-up Discovery Call to go over questions and review current system and desired process	09/28/15	09/28/15	Agiloft Inc. Team
Update specification with notes from second call	09/29/15	09/30/15	Agiloft Inc. Team
Conduct work session to walkthrough specification with County	10/01/15	10/02/15	Agiloft Inc. Team
Revise SOW and Expand Work Plan	09/28/15	10/23/15	
Prepare Build and Rollout Strategy	09/28/15	10/16/15	
Conduct work session to discuss sequence and content of build and rollout	09/28/15	10/02/15	Agiloft Inc. Team
Prepare Build and Rollout Strategy document	10/05/15	10/09/15	SMC Team
Review and Approve Build and Rollout Strategy	10/12/15	10/16/15	SMC Team
Prepare Conversion/Import Strategy	09/28/15	10/16/15	
Conduct work session to discuss conversion/import strategies	09/28/15	10/02/15	Agiloft Inc. Team
Agree on scope, process, timing and tools for conversion	10/05/15	10/09/15	SMC Team
Document conversion strategy	10/05/15	10/09/15	SMC Team
Review and approve Conversion Strategy	10/12/15	10/16/15	SMC Team
Prepare Interface Strategy	09/28/15	10/16/15	
Conduct work session to discuss interface strategies	09/28/15	10/02/15	Agiloft Inc. Team
Agree on scope, process, timing and tools for interfaces	10/05/15	10/09/15	SMC Team
Document interface strategy	10/05/15	10/09/15	SMC Team
Review and approve interface strategy	10/12/15	10/16/15	SMC Team
Prepare Change Management and Training Strategy	10/05/15	10/16/15	SMC Team
Draft Communications and Readiness Plan	10/05/15	10/09/15	SMC Team
Draft Training Plan	10/05/15	10/09/15	SMC Team

Review and Approve Change Management and Training Strategy	10/12/15	10/16/15	SMC Team
Update SOW and Work Plan with Results of Strategies	10/19/15	10/23/15	SMC Team
Revise and update work plan tasks, assignments, and timing	10/19/15	10/23/15	SMC Team
Prepare Roles and Responsibilities Matrix	10/19/15	10/23/15	
Identify Payment Deliverables and Amounts	10/19/15	10/23/15	Agiloft, Inc. Team
Revise SOW and prepare Change Orders	10/19/15	10/23/15	SMC Team
Approve Change Orders	10/19/15	10/23/15	SMC Team
Milestone: Updated SOW and Work Plan	10/23/15	10/23/15	

The entire Agiloft, Inc. solution will be implemented over a period of about 12 months. This will be a staged implementation by contract type or department, with RFP development and independent contracts first, followed by leases and vendor agreements. After the Initial Discovery task, the Project Charter will be revised and the workplan will be expanded and updated to define the buildout and rollout phases necessary to successfully implement the agreed upon scope of work.

Work Breakdown Structure (WBS)

“The WBS is a deliverable-oriented hierarchal decomposition of the work to be executed by the project team, to accomplish the project objectives and create the required deliverables” (quote from PMBOK Guide, p.112). The following WBS document will be created for this project when the workplan is expanded and updated after Initial Discovery:

Deliverable Roles and Sign-off Matrix – A matrix that identifies and describes the deliverable produced by each major task in the agreed upon workplan. The matrix describes the roles and responsibilities of the County and Agiloft, Inc. in completing each deliverable. The sign-off criteria for each deliverable are also shown on this matrix.

Assumptions

The cost estimate is based on the critical assumption that the work of setup, configuration, testing, and implementation will be done once, on one server, which will become the production server. In a staged implementation, this may result in additional configuration work being done once some departments have moved into production use. Agiloft, Inc. personnel have substantial experience in working in this way, and work can be done carefully within a production system so that production use is not affected by changes. Since visibility and contract types are segmented by department and rules are customized for different departments, it is expected that bringing on a new department while another department is engaged in production use should have only minor, if any, impact.

If the work must be done twice, first in a test environment, and then manually migrated to a production environment, this would greatly increase the estimated cost.

The work will be done on servers managed by Agiloft, Inc. in Agiloft Inc.'s server environment.

The work necessary to maintain all of the project documentation other than the detailed engineering specification will be the responsibility of County personnel.

Protections

In the event of termination of this Agreement for any reason, including but not limited to breach by County, Agiloft, Inc. shall work with County to make available copies of all County data stored in the software and server environment hosted by Agiloft, Inc. Agiloft, Inc. may bill County the fixed blended hourly rate listed in Exhibit B to cover the costs of providing such data export in an electronic format acceptable to County.

The County may register as a Beneficiary of an Escrow Agreement between Agiloft, Inc. and National Software Escrow Inc., at an annual expense of \$500, or the then current annual rate of the escrow company, invoiced to the County from the escrow company. The Escrow Agreement provides access to Agiloft source code in the case of a triggering Default Event, as defined in that agreement.

Exhibit B

In consideration of the services provided by Contractor described in Exhibit A and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

Cost Component Table. The project includes some fixed cost components that will be paid after acceptance of key deliverables, some components that are based on actual quantities (i.e., number of reports, number of print templates, days of training, etc.) and some optional services that will be authorized via change orders to accomplish the agreed upon Statement of Work. These cost components are shown in the table below:

Fixed Cost Components for Contracts, Leases, Purchase Agreements, and RFP/RFI/RFQ Management	Days	Rate/Day	Amount	Not to exceed Meetings / Calls (Hours)
Project Management	10	\$ 1,700	\$ 17,000	32
Business Analysis/Requirement Gathering/Specification Completion	16	\$ 1,700	\$ 27,200	32
Build out of System Structure - tables and fields	7	\$ 1,700	\$ 11,900	
Full build out of automation, permissions, workflows, email templates, layouts, views, saved searches	10	\$ 1,700	\$ 17,000	
Integration with Other Systems	17	\$ 1,700	\$ 28,900	
Import of background and historical data	6	\$ 1,700	\$ 10,200	
Final Data Import of Active Contracts	3	\$ 1,700	\$ 5,100	
End User and Staff Interface Customization	4	\$ 1,700	\$ 6,800	
System and User Testing	4	\$ 1,700	\$ 6,800	
Prepare System & User Documentation	10	\$ 1,700	\$ 17,000	
System Review sessions with project team	2	\$ 1,700	\$ 3,400	16
DocuSign integration (licenses will be negotiated separately)	2	\$1,700	\$ 3,400	
Subtotal Fixed Price Items	91		\$ 154,700	
Expected Additional Items - Cost Based on Actual Quantities				
Prepare up to 30 Reports (SOW)	14	\$ 1,700	\$ 23,800	

Prepare up to 30 Print Templates	13	\$ 1,700	\$ 22,100	
Conduct User & Admin Training	10	\$ 1,700	\$ 17,000	
Training in report creation	2.5	\$1,700	\$ 4,250	
Training in Print template creation	1	\$1,700	\$ 1,700	
Change Orders as a result of User-requested changes	6	\$1,700	\$ 10,200	
Subtotal of Optional In Scope services	46.5		\$79,050	
Optional Services Estimates				
Grant funded sub-recipient contract development, tracking and auditing			\$ 75,000	
Goods and Services Purchase Request process			\$ 50,000	
Other contract variations not included in SOW			\$ 25,000	
Additional Integrations (Besides those in SOW)			\$ 25,000	
Additional Meetings (Requirements Work Sessions etc.)			\$ 25,000	
Subtotal Optional for Independent Contract and RFP			\$ 200,000	
Contingency			\$ 41,250	
Total for In-Scope Services			\$475,000	

Fixed Cost Components. The work items included in the Fixed Cost section above will be completed for the fixed cost subtotal amount of \$154,700. The first payment of \$15,470 (10%) related to the Fixed Cost section in the worksheet above, will be paid upon acceptance by the County of the Initiate Project Tasks/Deliverables described in the preliminary work plan in the Statement of Work (SOW). The second payment of \$40,000 related to the Fixed Cost section above will be paid upon acceptance by the County of the Initial Discovery task/deliverable described in the preliminary work plan in the Statement of Work (SOW). The remaining key deliverables and associated payment amounts for the fixed cost section will be mutually determined by County and Contractor as part of the Revise SOW and Expand Work Plan task/deliverable described in the preliminary work plan in the Statement of Work. When these key deliverables and associated payment amounts are determined, they will be added to this fee schedule.

Quantity Cost Components. The subtotal amount for the quantity cost section is \$79,050. The work items included in the quantity cost section above will be tracked by Contractor and will be paid upon acceptance by the County. The amount allocated for any work item included in the quantity work section can be reallocated to any other work item in the quantity cost section or in the optional cost section upon mutual agreement of County and Contractor. This reallocation will be documented with a no-cost change order.

Optional Cost Components. The work included in the optional cost section is not yet itemized, but is likely to include items such as

- Additional integrations to third party systems beyond those specified in the Statement of Work
- Grant funded employer/client agreements
- Additional face to face requirements work sessions
- Other contract variations not included in the Statement of Work

The sub-total amount for the optional cost section is \$200,000. The allocation of the sub-total amount will be determined upon mutual agreement of County and Contractor, and will be documented via no-cost change orders. These change orders will be deliverable or quantity based.

Scope of Work Contingency. A contingency amount of \$41,250 has been set aside by the County to cover unanticipated costs related to the current Statement of Work. This contingency amount will be available for use at the sole discretion of the County. Change orders will be utilized if it is necessary to access the contingency amount.

Hourly Rate for Additional Services. The value of each agreed upon deliverable or quantity of work for additional services in the Optional Services section and for allocating the contingency amount will be estimated by the Contractor using a blended rate of \$212.50 per hour.

Scope of Work Total Amount. The maximum amount payable for the current scope of work for professional services provided under this Agreement including the Contingency shall not exceed \$475,000.

Monthly Invoices. The terms of payment shall be net thirty days upon County's acceptance of a properly completed invoice. Because Contractor is local, no travel expenses will be included. All payments associated with key deliverables or quantities shall be based on Contractor's successful completion, and County's acceptance of, each key deliverable or quantity completed. Acceptance of an invoice constitutes acceptance of the deliverables or quantities listed on the invoice.

Contractor will invoice County monthly, in arrears. Each invoice will include a subtotal for each of the line items listed below:

- Key deliverables accepted during the invoice period
- Quantities accepted during the invoice period
- Optional Services (if applicable) authorized and accepted by the County during the invoice period pursuant to the terms of this Agreement

Money Back Guarantee. Agiloft offers a 90 (ninety) day, full money-back guarantee on the Hosted Service, Software Product and professional services. If the County is dissatisfied, it may cancel the Hosted Service and this agreement for any reason within 90 days of the effective date of the Agreement date to receive a full refund on any money paid.

ATTACHMENT I

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

The undersigned (hereinafter called "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.

Name of 504 Person: **Bridget Conrad**

Name of Contractor(s): **Agiloft, Inc.**

Street Address or P.O. Box: **460 Seaport Court, Suite 200**

City, State, Zip Code: **Redwood City, CA 94063**

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

Signature:

Bridget Conrad

Title of Authorized Official:

VP of Customer Services

Date:

July 13, 2015

*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

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. For purposes of this Attachment IP, "Work Products" includes only data provided by County (including information about the County's work processes and actual documents (including electronic and hardcopy files)) created by the County, the workflows created by Vendors for County's use under this Agreement, and the overall customized look of the County's implementation of the Vendor's software. "Work Products" does not include any of Vendors' software, standard customizations, integrations, methods, documentation, logos, copyrights, or other intellectual property not described by the preceding sentence.
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 **ATTACHMENT IP** 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.