

Agreement No. _____

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

This Agreement is entered into this _____ day of _____, 20____, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and Phase2 Technology, LLC, hereinafter called "Contractor."

* * *

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 providing consulting services related to redesign and CMS implementation of San Mateo County's web platform.

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

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 One Million, Eight Hundred Ninety-Five Thousand, Five Hundred Dollars (\$1,895,500), and amendment. 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. Contractor is not entitled to payment for work not performed as required by this agreement.

4. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from January 26, 2021, through June 30, 2022.

5. Termination

This Agreement may be terminated by Contractor or by the County of San Mateo's Information Services Department's Chief Information Officer (CIO) or CIO's 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 performed 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.

County may terminate this Agreement for cause. In order to terminate for cause, County must first give Contractor notice of the alleged breach. Contractor shall have five business days after receipt of such notice to respond and a total of ten calendar days after receipt of such notice to cure the alleged breach. If Contractor fails to cure the breach within this period, County may immediately terminate this Agreement without further action. The option available in this paragraph is separate from the ability to terminate without cause with appropriate notice described above. In the event that County provides notice of an alleged breach pursuant to this section, County may, in extreme circumstances, immediately suspend performance of services and payment under this Agreement pending the resolution of the process described in this paragraph. County has sole discretion to determine what constitutes an extreme circumstance for purposes of this paragraph, and County shall use reasonable judgment in making that determination.

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. Hold Harmless

a. General Hold Harmless

Contractor shall indemnify and save harmless County and its officers, agents, employees, and servants from all third party claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of Contractor under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following:

(A) injuries to or death of any person, including Contractor or its employees/officers/agents;

(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, if applicable, 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 and/or its officers, agents, employees, or servants. However, Contractor's duty to indemnify and save harmless under this Section 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.

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

b. Intellectual Property Indemnification

Except for Open Source Materials (defined below) and third party software, Contractor hereby certifies that it owns, controls, and/or licenses and retains all right, title, and/or interest in and to any intellectual property it uses in relation to this Agreement, including the design, look, feel, features, source code, content, and/or other technology relating to any part of the services it provides under this Agreement and including all related patents, inventions, trademarks, and copyrights, all applications therefor, and all trade names, service marks, know how, and trade secrets (collectively referred to as "IP Rights") except as otherwise noted by this Agreement.

"Open Source Materials" means computer software programs, applications, tools, modules, routines, code or other materials in whole or in part, which contain, or are derived in any manner therefrom, which is distributed as free software, open source software or under similar licensing or distribution models where the underlying or corresponding source code is distributed or made available to the public for use under the GNU General Public License or similar open source license.

Contractor warrants that the services it provides under this Agreement do not infringe, violate, trespass, or constitute the unauthorized use or misappropriation of any IP Rights of any third party. Contractor shall defend, indemnify, and hold harmless County from and against all liabilities, costs, damages, losses, and expenses (including reasonable attorney fees) arising out of or related to any claim by a third party that the services provided under this Agreement infringe or violate any third-party's IP Rights provided any such right is enforceable in the United States. Contractor's duty to defend, indemnify, and hold harmless under this Section applies only provided that: (a) County notifies Contractor promptly in writing of any notice of any such third-party claim; (b) County cooperates with Contractor, at Contractor's expense, in all reasonable respects in connection with the investigation and defense of any such third-party claim; (c) Contractor retains sole control of the defense of any action on any such claim and all negotiations for its settlement or compromise (provided Contractor shall not have the right to settle any criminal action, suit, or proceeding without County's prior written consent, not to be unreasonably withheld, and provided further that any settlement permitted under this Section shall not impose any financial or other obligation on County, impair any right of County, or contain any stipulation, admission, or acknowledgement of wrongdoing on the part of County without County's prior written consent, not to be unreasonably withheld); and (d) should services under this Agreement become, or in Contractor's opinion be likely to become, the subject of such a claim, or in the event such a third party claim or threatened claim causes County's reasonable use of the services under this Agreement to be seriously endangered or disrupted, Contractor shall, at Contractor's option and expense, either: (i) procure for County the right to continue using the services without infringement or (ii) replace or modify the services so that they become non-infringing but remain functionally equivalent.

Notwithstanding anything in this Section to the contrary, Contractor will have no obligation or liability to County under this Section to the extent any otherwise covered claim is based upon: (a) any aspects of the services under this Agreement which have been modified by or for County (other than modification performed by, or at the direction of, Contractor) in such a way as to cause the alleged infringement at issue; and/or (b) any aspects of the services under this Agreement which have been used by County in a manner prohibited by this Agreement.

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

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:

- (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 (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.

Further, Contractor certifies that it 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. Accordingly, Contractor shall not use any non-recyclable plastic disposable food service ware when providing prepared food on property owned or leased by the County and instead shall use biodegradable, compostable, reusable, or recyclable plastic food service ware on property owned or leased by the County.

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

Contractor shall comply with all laws relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited to, such laws prohibiting discrimination in the provision of such benefits on the basis that the spouse or domestic partner of the Contractor's employee is of the same or opposite sex as the employee.

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 certifies that no finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other investigative entity. If any finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other investigative entity, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Failure to comply with this Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of the County.

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 the Section titled "Compliance with Laws". Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, 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.

h. Compliance with Living Wage Ordinance

As required by Chapter 2.88 of the San Mateo County Ordinance Code, Contractor certifies all contractor(s) and subcontractor(s) obligated under this contract shall fully comply with the provisions of the County of San Mateo Living Wage Ordinance, including, but not limited to, paying all Covered Employees the current Living Wage and providing notice to all Covered Employees and Subcontractors as required under the Ordinance.

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 in the Section titled "Payments", 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: Jon Walton, Chief Information Officer, ISD
Address: 455 County Center
Telephone: (650) 599-1284
Email: jwalton@smcgov.org

In the case of Contractor, to:

Name/Title: Marcus Stewart, VP Finance
Address: 1735 North Lynn Street, Suite 720, Arlington, VA 22209

Telephone: (703) 972-6617
Email: mstewart@phase2technology.com

18. Electronic Signature

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. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

19. Payment of Permits/Licenses

Contractor bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at Contractor's own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement.

20. Reimbursable Travel Expenses

To the extent that this Agreement authorizes reimbursement to Contractor for travel, lodging, and related expenses, the following restrictions apply:

1. The maximum reimbursement amount for the actual cost of lodging, meals, and incidental expenses ("LM&I Expenses") is limited to the then-current Continental United States ("CONUS") rate for the location of the work being done (i.e., Redwood City for work done in Redwood City, San Mateo for work done at San Mateo Medical Center) as set forth in the Code of Federal Regulations and as listed by the website of the U.S. General Services Administration (available online at <http://www.gsa.gov/portal/content/104877> or by searching www.gsa.gov for the term 'CONUS'). CONUS rates are set by fiscal year and are effective October 1st through September 30th.
2. The maximum reimbursement amount for the actual cost of airline and car rental travel expenses ("Air & Car Expenses") shall be a reasonable rate obtained through a cost-competitive travel service (e.g., a travel or car-rental website). Reimbursable air travel is restricted to economy or coach fares (not first class, business class, "economy-plus," or other non-standard classes) and reimbursable car rental rates are restricted to the mid-level size range or below (i.e., full size, standard size, intermediate, compact, or subcompact). No specialty, luxury, premium, SUV, or similar category vehicles may be submitted for reimbursement. Other reasonable travel expenses ("Other Expenses") such as taxi fares, parking costs, train or subway costs, etc. shall be reimbursable on an actual-cost basis.
3. If in doubt about the propriety of LM&I Expenses, Air & Car Expenses, or Other Expenses, Contractor should err on the side of caution and not incur an expense at that level or obtain authorization from the County's contract contact person.

Contractor will invoice County bi-weekly. Invoice will include agreement number, purchase order number, contractual staff name and hourly rate, hours billed, invoice number and invoice date. The County will submit payment within thirty (30) days of receipt of invoice.

21. Force Majeure

If the performance of any part of this Agreement by either party is prevented, hindered, delayed or otherwise made impracticable by reason of any flood, riot, fire, judicial governmental law, order, or action,

labor disputes, shortage of adequate power, pandemic, act of God, or any other causes beyond the control of either party, that party shall be excused from such to the extent that it is prevented, hindered or delayed by such causes.


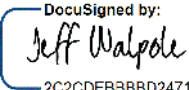
22. Disclaimer of Warranties

EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES CONTAINED IN THIS AGREEMENT, (A) CONTRACTOR HAS NOT MADE OR MAKES ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY, EITHER ORAL OR WRITTEN, WHETHER ARISING BY LAW OR OTHERWISE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED.

* * *

THIS CONTRACT IS NOT VALID UNTIL SIGNED BY ALL PARTIES. NO WORK WILL COMMENCE UNTIL THIS DOCUMENT HAS BEEN SIGNED BY THE COUNTY PURCHASING AGENT OR AUTHORIZED DESIGNEE.

For Contractor: Phase2 Technology, LLC

		12/31/2020 12:10:56 PST	jeff walpole
Contractor Signature		Date	Contractor Name (please print)

COUNTY OF SAN MATEO

By:
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:
Clerk of Said Board

Exhibit A

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

Consulting services related to redesign and Content Management System (CMS) implementation of County's web platform.

Contractor will engage with County to perform, in general, the following workstreams, some of which may run concurrently to optimize time and increase productivity:

- I. Discovery, Analysis, and Findings
- II. Product Planning and Design
- III. Implementation and Migration
- IV. Testing and Rollout
- V. Training and Support

The primary activities and deliverables expected within each stage are as described below:

I: Discovery, Analysis, and Findings

Target Completion Date: March 19, 2021

During this stage, Contractor will:

- Orchestrate a project kickoff meeting and series of virtual workshops to start to align on goals, objectives, audience/user segments, and to start documenting challenges and prioritizing solutions;
- In collaboration with County, mutually define a meetings schedule, communications systems, and assign key departmental stakeholders;
- Define user studies and outline recruitment activities for internal and external audiences;
- Deliver a Responsible, Accountable, Consulted, Informed (RACI) chart that identifies key roles for the project and their responsibilities on a per-stage basis;
- Support County in the creation of Site Survey content to establish baseline user metrics;
- Review relevant documentation such as content audits, Google Analytics reports, and any available user behavior data;
- Perform targeted audience studies and stakeholder research as well as a comparator analysis of the top three performing local government websites;
- Catalog features and begin to identify functional gaps within the website platform;
- Capture key audience needs through user personas or archetypes, and;
- Produce a project brief that codifies County's future-state vision and initial Key Performance Indicators (KPIs). This brief will capture key stakeholder insights, define measurable project goals, objectives, audiences, and core requirements.

Deliverables of the Discovery, Analysis, and Findings Stage:

- Project Kickoff & Workshops Readout
- User Personas and Audience Expectations
- Site Goals and Services inventory from Customer departments
- Inventory of Key Functionality

- Comparator Analysis
- Summary of Findings

II: Product Planning and Design

Target Completion Date: May 21, 2021

Project Plan & Roadmap

- Collaborate with County to identify and document business and technical requirements for the platform development and migration
- Identification of dependencies, risks, and mitigation strategies
- Prioritized features and functionality with an assignment to target milestone releases

Communications & Involvement Planning

- Overall project milestones and deliverables communication
- Communications plan outlining department involvement and input needed during various phases of the project

Content Model

- The outputs of the Content Model are defined content types and taxonomy vocabularies, both of which inform wireframes and decisions around site functionality and how to manage content more efficiently in the CMS

Governance Plan

- Identifies the roles, responsibilities, and processes that will guide the development, enhancement, and usage of the Drupal CMS and websites

Testing Plan

- In close collaboration with County staff and the Solutions Committee, Contractor will develop a User Acceptance Testing (UAT) plan that aligns with key functional milestones throughout the project lifecycle and identifies stakeholder involvement and expectations
- User Experience Strategy & Information Architecture
- Establish baseline interactions and goal-oriented user paths
- Perform usability testing to validate the site architecture and navigation meet user goals
- Organize content and functionality into a high-level sitemap
- Develop a series of responsive wireframes and initial site templates that demonstrate new structures for key departmental pages

Design Strategy

- Design Kickoff
- Digital brand modernization and design strategy brief
- Design concepts (2) including test imagery and copy

- Review design components and requirements to ensure they adhere to Web Content Accessibility Guidelines (WCAG) 2.1 AA Accessibility standards; provide feedback on any elements that need revision to meet standard before development can begin
- Mobile-first, component-based design system and digital style guide

Technical Architecture & Product Plan

Based on all discussions and aggregated requirements, Contractor will deliver an initial version of the Technical Architecture & Product Plan that may include but is not limited to the following:

- Content types
- Modules
- Views (if applicable)
- Taxonomies
- Site search approach
- Definition of user permissions and roles
- Third party system integration approach
- Editorial, publishing, and scheduling workflows
- High-level feature definitions and initial development backlog

This document is iterative in nature and is expected to change as requirements evolve throughout the project lifecycle.

Deliverables of the Product Planning & Design Stage:

- Project Plan & Roadmap
- Communications and Involvement Planning
- Content Model
- Governance Plan
- User Experience Strategy & Information Architecture
- Design Strategy
- Technical Architecture & Product Plan

III: Implementation & Site Migrations

Target Completion Date: December 31, 2021

During the Implementation and Migration period, Contractor will field a multifunctional team to work with County and perform mutually agreed-upon and prioritized activities collaboratively defined in an agile project approach. Exact tasks will be performed as set forth in tickets and the master project plan, and specific deliverables are subject to change based on evolving business requirements. The following activities, deliverables, and work streams will take place during this stage:

CMS Installation & Setup

- Coordinate with Acquia to provision hosting environments and product access
- Install Drupal CMS, latest appropriate 9.x version
- Setup environments, tooling, and access settings

- Setup CI/CD pipelines and associated tooling
- Configure Virtual Card Services (VCS) and sync directories

Site Search

- Refine site search requirements with County and implement functionality that will 1) provide a consolidated site search experience across the County's web presence, and 2) provide a mechanism to allow site searching across the County's sites that are not being migrated to Drupal 9.

Technical Architecture & CMS Development

- Develop and document custom content types, metadata, directory structure, etc., as needed to meet required functionality
- Contractor will implement County content types, as prioritized and directed by the Product Plan
- Select and test/implement existing, or build custom, Drupal modules as needed to meet legacy functionality in a new environment
- Build the architecture for scalability and flexibility
- Recommend additional Drupal modules or custom elements to enhance overall features

Page Templates & Layout Management

- Contractor will create a fully responsive interactive pattern library and modular components (reusable pieces of a website or page - e.g. as call-to-action buttons, news feeds, hero images, blockquotes, video content, etc.,) which fits within the County's visual identity and brand guidelines. Components will be composed in fixed and flexible layouts and will contain the following 15 templates as defined in the RFP:
 - (1) County homepage
 - (2) Different layout templates for County programs
 - (3) Departmental homepage layout templates
 - (3) Departmental page layout templates for overviews/summaries of programs and services
 - (3) Departmental informational page layout templates for detailed program and service information
 - (5) Micro-sites for County Supervisors with unique domain names and individual layouts
- Flexible editorial user interface for managing page templates, media management, and content distribution
- Editorial workflows that support County publishing processes and best practices

Front-End Development & Drupal Theming

- Build a web pattern library containing design system elements and components
- Use Particle, a design implementation tool, to consume design assets generated by the County's new digital design system and directly propagate to Drupal
- A Drupal theme that will incorporate templates directly from Particle and the pattern library

Security

- Contractor will create, in collaboration with County and Acquia, an Information Security Plan that outlines access management, secure web data handling, and storage procedures
- The Drupal CMS will include two-factor authentication (TFA) and Single Sign-On (SSO) using SAML 2.0 and Okta's identity management software

Integrations & Connectors to Third-Party Systems

- Review API's for key external services
- Define API integration strategy and approach for website technologies and multichannel content distribution
- Incorporate translation functionality via Google Translate
- Integrate with Granicus Communication Cloud for email subscription services
- Integrate with Granicus/Legistar services (Board agenda, meeting notes, and video streaming)
- Incorporate the County's ESRI ArcGIS platform
- Incorporate the County's Socrata performance dashboards and open data platform

Source Content Migration

In close collaboration with County and departmental site administrators, Contractor will lead an iterative content migration process for the twenty-seven (27) Drupal 7 websites targeted for consolidation. The cadence of site migrations into the new system will be established during the Product Planning & Design stage to ensure department stakeholders have clearly defined expectations of involvement, deadlines and timelines. Content migration will begin early in the Implementation & Site Migrations stage and QA will continue until final Testing & Rollout. The primary activities of this workstream include:

Migration Planning

- Data/content source analysis and audit review
- Matching of source entities to destination entities
- Plan detailed field mapping, body text processing, and migration mapping

Migration Development

- Write automated content migration scripts to convert content from the existing Drupal 7 CMS into Drupal 9, which includes:
 - Create scaffolded migration modules
 - Develop a migration processes and automated scripts to move County identified content/structure/binary files into the new architecture
 - Incorporate migration scripts into the CI/CD process to automatically run migrations during site builds
 - Continual running, QA, and refinement of migration scripts

Migration Testing & QA

- Source-to-destination validation testing
- Content QA, migration script revisions, and manual editing
- Finalizing page rebuilds to match new design system components and layouts

- In partnership with the County, manual content QA, cleanup, and revisions

Deliverables of the Implementation & Site Migrations Stage:

- System Configuration and Technical Architecture
- Search Functionality
- Page Templates, Layouts, and Media Presentation
- Security Features
- Integrations and Connectors to Third-Party Systems
- Web Content Management System (CMS)

A. Advanced Functionality & Integrations Workstream (Provisional)

The spectrum and potential depth of integrations available to County is vast. As such, Contractor recommends that a provisional budget be established to cover enhanced integrations and advanced features. Throughout the project, Contractor will present options for advanced features that enhance information access, accelerate service delivery, and streamline customer support operations. A provisional budget would be made available to develop new and progressive functionality, which may include:

- a) Activation and enablement of automated customer support solutions involving chatbots, conversational interfaces, and/or tighter integration with ServiceNow
- b) Advanced data structuring to better facilitate content distribution through voice-enabled services such as Alexa and Google Assistant
- c) Master location indexing to integrate data on people, business, and the environment in service developing insights into economic, social, and environmental sustainability
- d) Deeper mapping integration and enhanced interactivity of ArcGIS apps and property maps
- e) Integration with Workday or other Human Capital Management/Human Resources support systems
- f) Data visualizations or interactive infographic data presentations using the County's Socrata open data platform or other County data services
- g) Review, recommendation, and/or implementation of payment systems to streamline online revenue collection
- h) Machine Learning (ML)/Artificial Intelligence (AI)-driven search applications to increase information discoverability and search relevance

IV: Testing and Rollout

Target Completion Date: February 25, 2022

Testing Plan

In close collaboration with County staff and the Solutions Committee, Contractor will develop and execute a testing plan that aligns with key functional milestones throughout the project lifecycle and outlines departmental requirements and expectations. This plan will include all key aspects of the testing phases including:

- Unit testing
- Integration testing
- Drupal unit testing
- Integration testing including:

- Load tests on data calls
- Manual QA on form inputs and other integration points
- Kernel testing
- Automated system testing which may include behavior driven development (BDD), unit testing, functional testing, and integration testing, of both the front-end and underlying code and libraries
- Accessibility testing using Pa11y

Final User Acceptance Testing (UAT) & Launch

- Pre-launch preparations
- Final content migration QA and approval
- Code freeze
- Website deployment to production

Announcements & Rollout Plan

- Contractor will coordinate with the Governance Committee and the County Communications Team to define an internal and external announcement framework

Deliverables of the Testing & Rollout Stage:

- Testing Plans (Unit testing, integration testing, system testing)
- User Acceptance Testing (UAT) Plan
- Announcements and Rollout Plan
- Feature complete website launch

V: Training and Support

Target Completion Date: April 29, 2022

Training will be performed throughout the project via milestone delivery handoffs and the UAT process, as well with the curricula and documentation defined below:

Training Curriculum & Documentation

- Contractor will provide training and training support materials (videos, how-to guides and written documentation) to the County's website content managers and other content authors on how to use and add content to the content modules and templates, update content on department specific webpages, and make changes to secondary and tertiary navigation elements.
- Contractor will coordinate and conduct system end-user training for all admins and content editors. The training will include recorded video content, documentation of step-by-step processes to administer and manage the content and three live instructor-led training sessions that can be attended by 40-50 people.
- Site User Guide documenting site administration and content management best practices
- Guided training modules and videos for common publishing operations
- Site user guide documenting site administration and content management best practices

Runbook, Schemas, CMS & Platform Support Documentation

- Process diagrams
- Information Architecture
- Wireframes and sitemap
- Style guide, pattern library, and design assets
- Site features, functionality, and system configuration
- Runbook including processes and steps for disaster recovery

Post-Launch Monitoring & Support

- Contractor will provide dedicated post-launch monitoring, enhancements and ongoing support for a period of two months, after which the County and Contractor will enter a separate agreement to transition to a Service-Level agreement (SLA) for continued support and enhancements.

Deliverables of the Testing & Rollout Stage:

- Training Curriculum
- Runbook, Schemas, CMS & Platform Support Documentation
- System configuration documentation
- Design style guide and pattern library
- Post-launch feature enhancements backlog
- Initiation of Support SLA (Transition of Support from Project to Support Team)

Anticipated Roles by Stage

Stage	Planned Timeline	Roles & Estimated Allocation
Discovery, Analysis, and Findings	January 2021 - March 2021	Project Manager - 100% Sr. Product Strategist - 100% Sr. UX Strategist - 100% Software Architect - 25%
Product Planning and Design	March 2021 - May 2021	Project Manager - 100% Sr. Product Strategist - 100% Sr. UX Strategist - 100% Product Manager - 50% Lead Designer - 100% Software Architect - 25%
Implementation and Migration	May 2021 - December 2021	Project Manager - 100% Sr. Product Strategist - 100% Software Architect - 100% Product Manager - 100% Lead Designer - 20% Developer(s) - 250% Migration Analyst/QA - 50%
Testing and Rollout	December 2021 - February 2022	Project Manager - 50% Product Manager (QA) - 100% Software Architect - 100% Developer(s) - 200%

Training and Support	February 2022 - April 2022	Project Manager - 50% Product Manager - 100% Software Architect - 50% Developer - 50%
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Not Included in Agreement (Out-Of-Scope)

Any deliverables 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 to, maintenance of or decommissioning of legacy environments or applications
- Alterations, revisions, or reexamination of the County's brand identity
- Content inventory as the County has indicated this will be completed by the project's initiation
- Content writing or editing, excluding migration-related quality assurance issues or example copy contained within the design concepts
- Direct end-user training sessions (will provide training to County staff only)
- Responsive design implementation for Internet Explorer
- Changes or new entries to DNS

Assumptions

The following conditions are assumed to be true.

- County will designate a single representative, or Product Owner, to assist in requirements gathering, feature prioritization, and functional criteria.
- County will designate a Project Manager for stakeholder management and program coordination.
- It is acknowledged and agreed, that County's delay in providing any materials, deliverables, or access to information or stakeholders may result in delayed delivery or additional costs.
- Implementation feature requirements, acceptance criteria, and testing procedures will be mutually established between Contractor and County during backlog grooming and sprint planning.
- Contractor will create two (2) design concepts for County to review and select from. County will provide consolidated feedback on design concepts within five (5) business days of delivery. There will be two (2) revision cycles for the design deliverables outlined in this Agreement.
- Where possible, County will assist in identifying residents and internal staff for user testing activities.
- Upon mutual agreement, dates and activities may be changed.
- County is responsible for any additional third-party licensing costs including related application service provider fees, e.g. a user testing licenses, font type kits, etc. County is responsible for the payment of third party costs directly to third-party vendors, unless otherwise mutually agreed and authorized.
- Effort was estimated based on expected project duration and the County's requirements. A more detailed project schedule will be defined during the first stages of the project, resulting in committed staff resources. Customer-initiated changes to project schedule including significant lengthening of project duration, repeated feedback delays, or unexpected Developer idling will result in a change request.
- Developers may select and use appropriate technologies they are familiar with, have used in similar circumstances, and represent the best fit for the County's requirements.

- Hosting provider Acquia is being contracted under separate agreement and will be providing their Acquia Cloud Enterprise hosting environment as well as their Product and Network Services.
- Migration and consolidation of sites into the single-site CMS architecture will be limited to those listed in RFP below:

911dispatch.smcgov.org	hr.smcgov.org
agwm.smcgov.org	hsa.smcgov.org
bnc.smcgov.org	isd.smcgov.org
bos.smcgov.org	lafco.smcgov.org
childrensfund.smcgov.org	lgbtq.smcgov.org
cmo.smcgov.org	parks.smcgov.org
controller.smcgov.org	planning.smcgov.org
coroner.smcgov.org	probation.smcgov.org
countycounsel.smcgov.org	publicworks.smcgov.org
csw.smcgov.org	revenueservices.smcgov.org
da.smcgov.org	smcgov.org
dcss.smcgov.org	tax.smcgov.org
dvc.smcgov.org	treasurer.smcgov.org
housing.smcgov.org	

Acceptance

With the exception of the design deliverables noted in the Assumptions section, County will review all documents, project management, and software deliverables within fourteen (14) days of submission by Contractor. If the County provides no feedback or requests for changes in writing within the 14-day window per deliverable, the document shall be considered accepted.

Change Request Process

Should priorities or assumptions change throughout the duration of the project, either County or Contractor ("the parties") may request a change to this Agreement, and for such purpose shall submit to the other party a written notice (a "Change Request") setting forth the requested change and the reason for such request. Within five (5) business days (or such other period of time as agreed by the parties) after the receipt of such a Change Request, the parties shall discuss the necessity, desirability and/or acceptability of the Change Request. When and if both parties have agreed in writing upon the changes, and any resulting change in the estimated (or fixed) fees for the Services, the parties shall complete and execute an amendment to this 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:

Stage	Milestone Deliverables	Est. Completion	Payment Milestone (\$)
Project kick-off & Initial Activities	<ul style="list-style-type: none"> - Project kick-off meeting - High-level project plan finalization - Identification of all Discovery phase deliverables and action items. 	1/29/2021	\$163,500
Stage I: Discovery, Analysis, and Findings	<ul style="list-style-type: none"> - Initial Workshops and Readout - User Personas and Audience Expectations - Site User Survey Content - Site Goals and Services Inventory from Customer departments - Accessibility Review - Comparator Analysis - Inventory of Key Functionality - Summary of Findings 	3/19/2021	\$106,800
Stage II: Product Planning and Design	<ul style="list-style-type: none"> - Project Plan and Roadmap - Communications and Participation Planning - Content Model - Governance Plan 	4/16/2021	\$98,600
	<ul style="list-style-type: none"> - Testing Plan - User Experience Strategy and Information Architecture - Design Strategy - Technical Architecture and Product Plan 	5/21/2021	\$108,600

Stage III: Implementation and Migration*	- Backend Systems and Hosting	Implementation Milestone 1 6/11/2021	\$124,300
	- Web Content Management System (CMS)	Implementation Milestone 2 7/1/2021	\$124,300
	- System Configuration and Technical Architecture	Implementation Milestone 3 8/1/2021	\$124,300
	- Search Functionality	Implementation Milestone 4 9/1/2021	\$124,300
	- Page Templates, Layouts, and Media Presentation	Implementation Milestone 5 10/1/2021	\$124,300
	- Security Features	Implementation Milestone 6 11/1/2021	\$124,300
	- Integrations and Connectors to Third-Party Systems	Implementation Milestone 7 (Completion of Stage III Deliverables 12/17/2021)	\$124,300
Stage IV: Testing and Rollout	- Source Content Migration from Drupal 7 to Drupal 9		
	- Fully Developed Website (Staging and Production environments)		
	- Test Plans (unit testing, integration testing, system testing)	1/14/2022	\$65,500
	- User Acceptance Testing (UAT) Plan		
	- Announcements and Rollout Plan		
	- Final UAT	2/25/2022	\$85,600
	- Feature Complete Website Launch		

Stage V: Training and Support	<ul style="list-style-type: none"> - Training Curriculum - Runbook, Schemas, CMS and Platform Support Documentation - System Configuration Documentation - Design Style Guide and Pattern Library 	3/18/2022	\$64,400
	<ul style="list-style-type: none"> - Post-launch feature enhancement backlog - Initiation of Support SLA (Transition of Support from Project to Support Team) 	4/29/2022	\$72,400
Total Web Redesign, Development, and Deployment			\$1,635,500

* Stage III (Implementation & Migration) includes ongoing development with periodic releases of software milestones. Specific features, integrations, and functionality for development during this stage will be mutually defined on an ongoing basis between the County and Contractor. Accordingly, Stage III has been broken into seven (7) individual milestones, the final representing completion of the Stage III Deliverables.

Provisional Funding for Stage III (Advanced Functionality & Integrations Workstream)

Stage III: Implementation and Migration (Advanced Functionality & Integrations Workstream)	<p>Activities and advanced features are subject to County prioritization and may include:</p> <ul style="list-style-type: none"> - Chatbots and/or Conversational Interfaces - Structured content distribution to voice-enabled services (i.e., Alexa and Google Assistant) - Master location indexing services - Enhanced mapping - Workday/HCM integration - Advanced open data integration/interactivity - Online transaction/payment system enhancements - ML/AI-enhanced search 	Timeline: TBD and mutually agreed upon within Stage III	Fees: \$250,000
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Travel & Expenses

Travel & Expenses	Funds for travel and third-party costs incurred by Contractor are not included in the Fees for this Project. The Parties acknowledge and agree that, in addition to the Fee for Services as set forth above, the County shall provide a reimbursable budget of up to ten thousand dollars (\$10,000) in connection with the Services pursuant to this Agreement, and Vendor will not exceed ten thousand dollars (\$10,000) in expenses. All expenses must be approved in advance by the County and will be invoiced separately.	Timeline: TBD and mutually agreed upon	Fees: \$10,000
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Invoicing Procedure

County shall pay Contractor, upon receipt of an invoice, for services rendered. Each invoice submitted must include the following, at a minimum:

- Agreement Number or PO Number
- Time period/Milestone covered
- Detailed statement of services/work completed for the invoice period or milestone
- Breakdown of labor, materials, and taxes if applicable

Payments shall be made within Net 30 days from the date of the applicable, undisputed invoice.

All invoices will be accompanied by an approved timesheet. Approved timesheets will be treated as acceptance of our consultants' work.