

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM
3.19
(ID # 9486)

MEETING DATE:
Tuesday, May 7, 2019

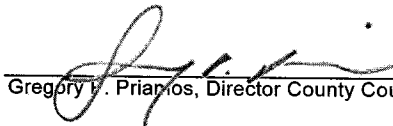
FROM : RIVERSIDE COUNTY INFORMATION TECHNOLOGY:

SUBJECT: RIVERSIDE COUNTY INFORMATION TECHNOLOGY: Approval of the Professional Services Agreement between the County of Riverside and 360 BC Group, Inc. dba 360Civic for Web Content Management Solution services, Five year term, All Districts. [\$251,488 - Total Cost, \$69,283 - Current Fiscal Year Cost, \$50,000 Additional Compensation Over the Contract Term, 100% RCIT Budget]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Professional Services Agreement with 360 BC Group, Inc. dba 360Civic for Web Content Management Solution services, for a five-year term through April 29, 2024 in the amount of \$251,488;
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding and as approved by County Counsel (a) to sign amendments that do not change the substantive terms of the Agreement; (b) sign amendments to the compensation provision that do not exceed an additional \$50,000 over the total contract term;
3. Authorize the Chairman of the Board to sign three (3) copies of the Agreement on behalf of the County; and
4. Direct the Clerk of the Board to retain one (1) copy of the Agreement and return two (2) copies of the Agreement to the Information Technology Department for distribution.

ACTION:Policy

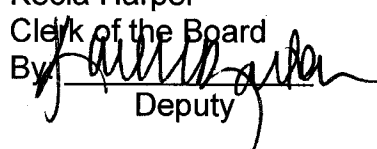


Gregory V. Priamos, Director County Counsel 5/1/2019

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Jeffries, seconded by Supervisor Perez and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: May 7, 2019
xc: RCIT, Purchasing

Kecia Harper
Clerk of the Board
By: 
Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 69,283	\$ 116,205	\$ 251,488	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: 100% RCIT Budget			Budget Adjustment:	No
			For Fiscal Year:	18/19 - 23/24

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

Through the Information Technology Optimization effort, Riverside County Information Technology (RCIT) is focusing on reducing duplicate costs and efforts while increasing security and efficiency. A review process revealed that many of the RCIT managed departments were using multiple technology platforms to achieve the same goals. The review also revealed that RCIT is currently managing more than 300 production websites in four different Web Content Management (WCM) platforms. Some of these web platforms are outdated and possess challenges in keeping the sites secure.

RCIT worked with County Transportation and Land Management Agency (TLMA), Public Health, Economic Development Agency (EDA), and Emergency Management Department (EMD) through a competitive RFP process to select 360Civic who will deploy the Drupal WCM as an Enterprise Web Content Management (ECM) platform. The Drupal platform is an open source platform. Open source software is software with source code that anyone can inspect, modify, and enhance. Source code is the part of the software that most computer users don't see; it's the code computer programmers can manipulate to change how a piece of software (a "program" or "application") works. Programmers who have access to a computer program's source code can improve a program by adding features to it or fixing parts that don't always work correctly.

Drupal has excellent standard features, like easy content authoring, multilingual support, mobile device support, reliable performance, support for the Americans with Disabilities Act (ADA) Section 508 compliance, and exceptional security. All the existing 300 production sites under RCIT management will be moved or migrated into Drupal over time. This effort will eliminate multiple WCM platforms that exist today. This convergence of WCM is a stage in the IT Optimization of web technologies.

The Drupal community is one of the largest open source communities in the world. There are more than one million dedicated developers, designers, trainers, strategists, coordinators, editors, and sponsors working together. The Drupal platform is free, and it will always be free.

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360Civic is comprised of technology and marketing professionals, writers, and creative design staff with a broad range of experience. They offer website design, copywriting, content management systems, and web development services for public sector entities and nonprofit organizations. 360Civic will assist us in the redesign of several initial county websites. They will provide us with 24/7 support with a maximum website uptime guarantee.

RCIT recommends the Board approval and execution of the Professional Services Agreement with 360 BC Group dba 360Civic to provide Web Content Management Solution services.

Justification

Adapting a unified web technology will enable RCIT to improve web site security, eliminate multiple technology platforms, provide the opportunity for departments to reduce the cost of web development, allow staff to achieve specialization and over the time economies of scale in delivering web solutions.

Drupal is the platform, the United States, United Kingdom, France, and other governments use to communicate with citizens. It's the framework media companies like the BBC, NBC, and MTV UK rely on to inform and entertain the world. It's part of how organizations and universities like Amnesty International and the University of Oxford work to make the world a better place.

Impacts on Citizens and Businesses

There is no negative impact on residents and businesses.

SUPPLEMENTAL:

Additional Fiscal Information

Description:	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23	FY 23/24	Total
One-time Cost:							
Implementation	\$ 69,283	\$ 88,205	\$ 0	\$ 0	\$ 0	\$ 0	\$ 157,488
Training	\$ 0	\$ 10,000	\$ 0	\$ 0	\$ 0	\$ 0	\$ 10,000
Ongoing Costs:							
Annual Support Service	\$ 0	\$ 18,000	\$ 18,000	\$ 24,000	\$ 24,000	\$ 0	\$ 84,000
Total Costs	\$ 69,283	\$ 116,205	\$ 18,000	\$ 24,000	\$ 24,000	\$ 0	\$251,488
Optional additional county websites as requested							\$50,000

Contract History and Price Reasonableness

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

The County of Riverside Purchasing, on behalf of RCIT, issued a Request for Proposal (RFP) #ITARC-474 on August 27, 2018, soliciting proposals for countywide Web Content Management Solution services. Nine bidders responded to the solicitation. Prices ranged from \$197,488 to \$3,659,414 for the initial purchase and implementation service. The County Evaluation Committee consisting of representatives from RCIT, TLMA-Planning, EDA, EMD, Public Health, and DPSS; reviewed all proposals and determined 360Civic was the lowest responsive responsible bidder. 360Civic's initial proposed cost was \$197,488 including implementation services, training, and one-year support services. After a Best and Final Offer request and contract negotiation, 360Civic agreed to decrease their proposed pricing by \$30,000 for implementation service and \$12,000 decrease maintenance and support service cost for each of the next four years; for a total saving of \$78,000.

ATTACHMENTS:

Professional Services Agreement with 360 BC Group dba 360Civic.


Teresa Summers, Director of Purchasing 5/1/2019


Venus Brambila 5/1/2019


Jim Smith, Chief Technology Officer 4/30/2019

PROFESSIONAL SERVICES AGREEMENT

for

WEB CONTENT MANAGEMENT SOLUTION

between

COUNTY OF RIVERSIDE

and

360 BC GROUP, INC. dba 360CIVIC



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This Agreement made and entered into this 7th day of May 2019, by and between 360 BC Group, Inc. dba 360Civic, a California corporation, with its principal place of business at 1576 North Batavia St., Orange, CA 92691 (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"). The parties agree as follows:

1. Description of Services

1.1 CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of Services, at the prices stated in Exhibit B, Payment Provisions, to the Agreement.

1.2 CONTRACTOR represents that it has the skills, experience, and knowledge necessary to perform under this Agreement and the COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

1.3 CONTRACTOR affirms this it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit B. CONTRACTOR is not to perform services or provide products outside of the Agreement.

1.4 Acceptance by the COUNTY of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

2. Period of Performance

2.1 This Agreement shall be effective upon signature of this Agreement by both parties and continues in effect through April 29, 2024, unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the County for a non-cancelable multi-year agreement.

3. Compensation

3.1 The COUNTY shall pay the CONTRACTOR for services performed, products provided, and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR under this Agreement shall not exceed two hundred fifty-one thousand four hundred eighty-eight (\$251,488) dollars, including all expenses. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in Exhibit B, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

3.2 No price increases shall be permitted during the term of this Agreement (if applicable). All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) shall automatically be extended to the COUNTY.

3.3 CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR within fifteen (15) days from the last day of each calendar month, and COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered or delivery of materials or products, and acceptance has been made by COUNTY. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to:

Riverside County Information Technology

Attn: Accounts Payable

3450 14th Street, 4th Floor

Riverside, CA 92501

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number (ITARC-20854-001-04/24); quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered monthly in arrears.

3.4 The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made, and invoices shall be rendered "monthly" in arrears. In the State of California, Government agencies are not allowed to pay excess interest and late charges, per Government Codes, Section 926.10. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

4. Alteration or Changes to the Agreement

4.1 The Board of Supervisors and the COUNTY Purchasing Agent and/or his designee is the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

4.2 Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within 30 days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

5. Termination

5.1 COUNTY may terminate this Agreement without cause upon 30 days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

5.2 COUNTY may, upon five (5) days written notice terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

5.3 After receipt of the notice of termination, CONTRACTOR shall:

- (a) Stop all work under this Agreement on the date specified in the notice of termination; and
- (b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.

5.4 After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.

5.5 CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

5.6 If the Agreement is federally or State funded, CONTRACTOR cannot be debarred from the System for Award Management (SAM). CONTRACTOR must notify the COUNTY immediately of a debarment. Reference: System for Award Management (SAM) at <https://www.sam.gov> for Central Contractor Registry (CCR), Federal Agency Registration (Fedreg), Online Representations and Certifications Application, and Excluded Parties List System (EPLS)). Excluded Parties Listing System

(EPLS) (<http://www.epls.gov>) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS.

5.7 The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

6. **Ownership/Use of Contract Materials and Products**

The CONTRACTOR agrees that all materials, reports or products in any form, including electronic, created by CONTRACTOR for which CONTRACTOR has been compensated by COUNTY pursuant to this Agreement shall be the sole property of the COUNTY. The material, reports or products may be used by the COUNTY for any purpose that the COUNTY deems to be appropriate, including, but not limit to, duplication and/or distribution within the COUNTY or to third parties. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports, or products without prior written authorization of the COUNTY.

7. **Conduct of Contractor**

7.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

7.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

7.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

8. **Inspection of Service; Quality Control/Assurance**

8.1 All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products

provided by CONTRACTOR are not in conformance with the terms of this Agreement, the COUNTY shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected, the COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. The COUNTY may also terminate this Agreement for default and charge to CONTRACTOR any costs incurred by the COUNTY because of the CONTRACTOR's failure to perform.

8.2 CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess, or evaluate CONTRACTOR's performance under this Agreement at any time, upon reasonable notice to the CONTRACTOR.

9. Independent Contractor/Employment Eligibility

9.1 The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

9.2 CONTRACTOR warrants that it shall make its best effort to fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, for the period prescribed by the law.

9.3 Ineligible Person shall be any individual or entity who: Is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal health care programs; or has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal health care programs after a period of exclusion, suspension, debarment, or ineligibility.

9.4 CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services directly relative to this Agreement. CONTRACTOR shall screen all current Covered Individuals within sixty (60) days of execution of this Agreement to ensure that they have not become Ineligible Persons unless CONTRACTOR has performed such screening on same Covered Individuals under a separate agreement with COUNTY within the past six (6) months. Covered Individuals shall be required to disclose to CONTRACTOR immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify COUNTY within five (5) business days after it becomes aware if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an Ineligible Person.

9.5 CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with COUNTY in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person, CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY business operations related to this Agreement.

9.6 CONTRACTOR shall notify COUNTY within five (5) business days if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened. Such individual or entity shall be promptly removed from participating in any activity associated with this Agreement.

10. Subcontract for Work or Services

No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

11. Disputes

11.1 The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this

Agreement, which is not resolved by the parties, shall be decided by the COUNTY's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

11.2 Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

12. **Licensing and Permits**

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

13. **Use By Other Political Entities**

The CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit entity in Riverside County. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases.

14. **Non-Discrimination**

CONTRACTOR shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

15. Records and Documents

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State, or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR's costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five years following termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

16. Confidentiality

16.1 The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

16.2 The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR's obligations under this Agreement. The CONTRACTOR shall promptly transmit to the COUNTY all third party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a photograph.

17. Administration/Contract Liaison

The COUNTY Purchasing Agent, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department is to serve as the liaison with CONTRACTOR in connection with this Agreement.

18. Notices

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

COUNTY OF RIVERSIDE

Attn: Procurement Contract Specialist
 3450 14th Street, 4th Floor
 Riverside, CA 92501

CONTRACTOR

Attn: Ron Zayas
 1576 Batavia St.
 Orange, CA 92691

19. Force Majeure

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

20. EDD Reporting Requirements

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form DE 542 to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within 10 days of notification of award of Agreement when required by the EDD. This data shall be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at www.edd.ca.gov.

21. Hold Harmless/Indemnification

21.1 CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature. CONTRACTOR shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees,

cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.

21.2 With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR indemnification to Indemnitees as set forth herein.

21.3 CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

21.4 The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

22. Insurance

22.1 Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

A. Workers' Compensation:

If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside.

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance

contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

C. Vehicle Liability:

If vehicles or mobile equipment is used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned, or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

D. General Insurance Provisions - All lines:

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2) The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, CONTRACTOR'S carriers shall either, 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate

(s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier shall sign the original endorsements for each policy and the Certificate of Insurance.

4) It is understood and agreed to by the parties hereto that the CONTRACTOR'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

6) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

8) CONTRACTOR agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

23. General

23.1 CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

23.2 Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of COUNTY to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.

23.3 In the event the CONTRACTOR receives payment under this Agreement, which is later disallowed by COUNTY for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the COUNTY on request; or at its option the COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR.

23.4 CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

23.5 CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to COUNTY pursuant to this Agreement, free from all liens, claims, or encumbrances.

23.6 Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the COUNTY to be in its best interest. The COUNTY reserves the right to purchase more or less than the quantities specified in this Agreement.

23.7 The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to COUNTY data, information, and personnel.

23.8 CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR shall comply with all applicable COUNTY policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

23.9 CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations, which apply to performance under this Agreement.

23.10 CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

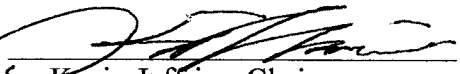
23.11 This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.


23.12 This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY OF RIVERSIDE, a political subdivision of the State of California.

360 BC Group, Inc. dba 360Civic, a California corporation.

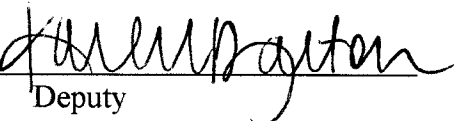
By: 
Kevin Jeffries, Chairman
Board of Supervisors

By: 
Ron Zayas
Chief Strategist and Project Manager

Dated: MAY 07 2019

Dated: 3.29.2019

ATTEST:
Kecia Harper
Clerk of the Board

By: 
Deputy

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

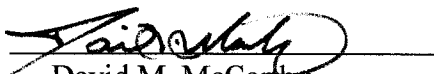
By: 
David M. McCarthy
Deputy County Counsel

Exhibit A
Scope of Work

1.0 Web Content Management Solution (WCMS) Feature Scope:

1.1 System Architecture

- 1.1.1 Must run on Windows Server 2012
- 1.1.2 Must run on Oracle 12c or SQL Server
- 1.1.3 Must support Disaster Recovery: Must have easy way to backup and restore from backup.
- 1.1.4 Must support High Availability/Failover capability
- 1.1.5 Ability to support high throughput/traffic. Specify bandwidth/throughput restrictions or requirements
- 1.1.6 If the solution is cloud based or CONTRACTOR supported, the data center needs to be SSAE18 compliant
- 1.1.7 Ability to restrict content management access by
 - a) Internal/external network
 - b) Site
 - c) User
 - d) Content type
 - e) Page
- 1.1.8 Must support Code Repository or versioning, either internal to WCMS or via integration with major version control system.
- 1.1.9 Must support Unified Multi-site/domain management mechanism allowing System Admins to manage all/most of the sites within a single interface
- 1.1.10 Ability to upgrade/update multi-sites or the underlying infrastructure software components in bulk (not site by site)
- 1.1.11 Must support a Development, Testing/Staging & Production Environment(s) with a mechanism to promote changes from sub production to Production in an automated manner
- 1.1.12 Follows current open web standards. (W3C, Section 508)
- 1.1.13 Must own and have access to all source code developed specifically for the county

1.2 Platform Architecture

- 1.2.1 Ability to Directly edit content in the page instead of pop-up windows
- 1.2.2 Unified calendar that rolls content up from Sub sites (or departmental sites) to parent site(s)
- 1.2.3 News feed that rolls up from sub site (or departmental sites) to parent site(s)
- 1.2.4 Ability to build dynamic forms for quotes, bids, contract, etc.
- 1.2.5 Stores images, multimedia and documents, both encrypted and non-encrypted options.
- 1.2.6 Must allow Content expiration and scheduling (for publishing)
- 1.2.7 Workflow engine for: Approvals, document routing, content management
- 1.2.8 Content versions or revisions available to restore for end users.
- 1.2.9 Ability to upload large files (specify max size for each file and a batch) and scanned for virus
- 1.2.10 If the proposed solution is hosted in the cloud: Unlimited Storage
- 1.2.11 Content permissions tied to site groups and or active directory groups.
 - a) Fine grained permissions for page parts and administration tasks.
- 1.2.12 Unlimited domains, subdomains and portals.
- 1.2.13 Supports Single Sign-on for authentication/authorization (ideally seamlessly tied to Active Directory (AD))
- 1.2.14 Supports intranet and internet deployments.
 - a) Intranet deployment should have Azure AD integration.
- 1.2.15 SEO - Search Engine Optimization
 - a) Allows Uniform Resource Locator (URL) aliases or friendly URLs (content at a minimum required).
 - b) Allows manual entry of meta info such as title, description, keywords.
 - c) Allows URL redirects

- 1.2.16 Application Programming Interface (APIs) – Open API to work with the system and enhance functionality (County must own all developed code).
- 1.2.17 Multilingual Language Pack support
- 1.2.18 Must allow full text search functionality for admins and end-users
- 1.2.19 Must support tagging and categorization of content and data.
- 1.2.20 Must allow bad word filters for content moderation.
- 1.2.21 Must be American Disabilities Act (ADA) compliant / accessible by people with disabilities.
- 1.2.22 Must allow External account authentication (Google, Facebook) (should have segregation of roles between internal user accounts and external accounts)
- 1.2.23 Must have ability to add Controls/Widgets/Modules/Portlets that enhance or provide new functionality to the site.
 - 1.2.23.1 If the Controls/Widgets/Modules/Portlets can be developed by inhouse developers or External developers, please specify details.
 - 1.2.23.2 If the Controls/Widgets/Modules/Portlets are available in an app store, please specify details.
- 1.2.24 Must already have the following readily available Out of the Box (OTB) Controls/Widgets/Modules/Portlets etc.
 - 1.2.24.1 Image Rotator, Carousel, Slider
 - 1.2.24.2 News
 - 1.2.24.3 Events and registrations; Tracking attendees and cancellations
 - 1.2.24.4 Ability to setup a unified calendar that can be used across all sites and separate calendars
 - 1.2.24.5 Ability to broadcast emergency/non-emergency information to subscribed sites
 - a) Example: fire alerts, public health epidemics, water shortage, election results.
 - 1.2.24.6 Maps
 - 1.2.24.7 Forms Engine or Builder
 - a) With email workflows (Microsoft Flow integration)
 - b) Connects to SharePoint, ServiceNow, Customer Relationship Management (CRM)
 - c) Specify any other connections available
 - 1.2.24.8 Ability to upload and manage File/Image/Document?
 - 1.2.24.9 Ability to add comments on posts.
 - 1.2.24.10 Analytics & Reporting
 - a) Supports Google Analytics
 - b) Provides detailed internal analytics for page counts, view counts, general stats, and other key metrics/key performance indicator (KPIs) (specify all tracked items)

1.3 Branding

- 1.3.1 Ability to customize all aspects of the layout.
- 1.3.2 Ability to attach or insert 3rd party JavaScript libraries.
- 1.3.3 Ability to attach stylesheets or manage stylesheets.
- 1.3.4 Newsletters or email marketing support.
- 1.3.5 Social media integration.

1.4 Templates

- 1.4.1 Ability to customize or build templates.
- 1.4.2 Pre-built page layouts (About Us, Services, Contact Us, etc.)
- 1.4.3 Parallax page sections
- 1.4.5 Templates already built on or support us building using Bootstrap components and short codes

- 1.4.6 Ability Mobile responsive (and Mobile exclusive) framework optimized for phones, tablets, laptops and all size displays.
- 1.4.7 Ability to easily spin up a new site utilizing a previous site or template or codebase/template combination.
- 1.4.8 Ability to control permissions around templating.
- 1.4.9 Compatible with the latest browsers (Internet Explorer, Edge, Firefox, Chrome, Safari)
- 1.4.10 Community support for FREE and paid templates/widgets/modules/plug-in (specify type/scope/extent/maturity of development ecosystem supporting platform).

1.5 Maintenance operations, procedures & processes.

- 1.5.1 Training
 - 1.5.1.1 Training to be conducted on premise; Recorded for playback
 - 1.5.1.2 Training on
 - a) Platform setup and initial configuration
 - b) Content and UI/UX development and ongoing code maintenance
 - c) Ongoing platform maintenance
- 1.5.2 Training shall be a train the trainer. Trainer shall be defined for each participating department(s)
- 1.5.3 Setup environment for disaster recovery and high availability
- 1.5.4 System Maintenance
 - 1.5.4.1 Run books; Soft and hard copies must be produced.
- 1.5.5 Operations
 - 1.5.5.1 Direct edit capability with What You See Is What You Get (WYSIWYG) editor. Also known as an In-Place editor.
 - 1.5.5.2 Built in spell checker.
 - 1.5.5.3 Ability to preview content by device type before posting.
 - 1.5.5.4 Ability to implement a fine-grained content approval process (by page/portlet/pagelet/site/content type). Specify exact level of granularity
- 1.5.6 Provide specific detail processes for disaster recovery, maintenance and updates.
- 1.5.7 Ability to support new functionality such as (specify details for each):
 - 1.5.7.1 Alexa/Cortana/google voice integration
 - 1.5.7.2 Chatbot integration
 - 1.5.7.3 Payment gateway integration (specify vendors with whom prebuilt functionality exists)
 - 1.5.7.4 Preexisting integrations with major applications and other cloud services (e.g. CRM/Slack/MS Teams/Chat/Jira/Workday/ServiceNow/Trello/Etc.)
 - 1.5.7.5 Ability to build integrations with other tools/platforms
 - 1.5.7.6 Ability to create applications within Web platform to extend functionality
 - 1.5.7.7 Ability to integrate with GIS

1.6 Support

- 1.6.1 CONTRACTOR shall provide COUNTY with A 24-hour support phone number and email. CONTRACTOR provide telephone support with a 2-hour response from 7 am-5 pm Monday-Friday. CONTRACTOR provide emergency telephone support with 4-hour response from 5:01 pm - 6:59 am Monday-Friday and on weekends and holidays. CONTRACTOR recognize all federal holidays.
- 1.6.2 Detailed description of Maintenance and Support.
 - 1.6.2.1 Maintenance includes all updates and upgrades required for security and desired functionality. CONTRACTOR actively monitor COUNTY site usage and data storage needs. Maintenance and support services all include the following:

- a) A development environment that sits on a discrete server and is used for implementing structural changes and for applying patches in a safe environment without affecting production servers.
 - b) Security update patching and consulting. Ensuring that all necessary patches are applied, and that all patches are thoroughly tested on development and staging before being committed to the live site.
 - c) Maintenance and updating of a dedicated development server on the CONTRACTOR infrastructure for security patches, enhancements and bug fixes.
 - d) Monitoring of security breaches and suspicious behavior at the Drupal-level.
 - e) Consultation to COUNTY on how to best utilize and implement hardware-based redundancy, backup strategies, security and other hosting issues managed by the client.
 - f) Installation of a dedicated Git repository for code and revision changes and management.
 - g) A fixed hourly rate for consultation, planning and execution.
 - h) Unused hours in the month can be applied for enhancements, implementation, design and other CONTRACTOR-provided services.
- 1.6.2.2 CONTRACTOR provide a warranty for all services for 1-year following the launch. However, CONTRACTOR provide free bug fixes throughout this engagement. Help desk support includes telephone, email and web portal ticketing system.
- 1.6.2.3 The following prioritization and response time commitment schedule:
- P1 - Emergency Priority. Situation with severe overall impact that is defined as a loss of website capabilities for functions. Response time: Less than 1 hour.
 - P2 - High Priority. Incident that has moderate business impact such as inability to upload items such as announcements, posting of events or other time-sensitive documents. Response time: 2 hours
 - P3 - Medium Priority. Incident has a lower business impact or moderate impact. For example, uploading a large file, video or photos. Response time: 8 hours
 - P4 - Low Priority. Situations that would fall into the low priority category include adding new pages, heads and editing information on the website as directed. Response time: 48 hours.
 - P5 - Very Low Priority. These occurrences are requests by to design new page layouts or other non-impactful requests. Response time: Per COUNTY needs.
- 1.6.2.4 Software updates are done in development first, quality controlled and then pushed to production. CONTRACTOR manage all software and critical updates on a predetermined priority algorithm, and do not make changes unless it is necessary for security or a specifically needed functionality. CONTRACTOR management strategy is built on keeping the platform as stable as possible and helping clients by consulting with them when changes should be applied. This strategy is proven to minimize interruptions and user frustration while keeping current and up-to-date.
- 1.6.2.5 Tracking and reporting of website editing- Because the administration of the CMS is accessed via log-in and is password protected all editing actions will be tracked by the time, date and user that made the change. The highest-level administrator will be able to view editing activity in real-time or request a report for a specified date range or by a specific area of the website. The different levels of access can be determined to best accommodate COUNTY needs.

- 1.6.2.6 If a help desk request requires escalation, COUNTY will start with the assigned account project manager. If COUNTY is not satisfied with their response, COUNTY will go directly to the assigned project strategist.
- 1.6.2.7 Helpdesk services are based in CONTRACTOR main office in Orange, CA.
- 1.6.3 For all maintenance service calls, the County expects the following information to be maintained: nature of the deficiency, current status of the deficiency, action plans, dates, and times, expected and actual completion time, deficiency resolution information. CONTRACTOR has a web-based ticketing system to track maintenance. The system has required fields for tracking the nature of issue, the current status, the action plan and the dates and times for resolution. It also tracks the actual resolution and the time the issue was approved as corrected by the client. The COUNTY shall be able to access this information in real-time at any time.
- 1.6.4 Data security practices policy is unequivocal: the data that CONTRACTOR store and collect for COUNTY is not CONTRACTOR property. It is COUNTY exclusive property, and COUNTY privacy and sharing policies are the only relevant ones.
- 1.6.5 During security meeting, CONTRACTOR shall discuss emergency recovery and situation protocols.
- 1.6.6 CONTRACTOR shall minimize disruptions to COUNTY sites for maintenance. CONTRACTOR recommend completing all maintenance for security and those that impact functionality. CONTRACTOR will review with the County those maintenance issues that are not mission critical and plan for the best time to conduct them.
- 1.6.7 Although the solution is custom to the County, it is based on Drupal CMS. Drupal has tremendous support in user groups and public forums. The community actively contributes new modules and functionality.

1.7 Software Upgrade

- 1.7.1 Drupal 8.6.1 was released September 10, 2018 (the original Drupal 8 was released November 19, 2015). CONTRACTOR review all patches and updates and determine if it is needed immediately due to security.
- 1.7.2 Drupal is planning an enhancement in April 2019. However, CONTRACTOR don't expect to have an urgent need to update enhancements to Drupal 8 development. The current version of Drupal 8 is secure, stable and features comprehensive functionality.

2. Web Content Management Solution Professional Services Scope:

2.1 Architecture

- 2.1.1 CONTRACTOR shall design a secure web architecture with deployed components for the Demilitarized Zone (DMZ) (web tier), application tier(internal), and database tier(internal). CONTRACTOR shall work with COUNTY system administrators to design, deploy, and test the architecture.
- 2.1.2 The web architecture should support redundancy through a primary and secondary node(s).
- 2.1.3 COUNTY must approve the proposed architecture for use across a development, test/staging, and production environment before deployment is to occur.
- 2.1.4 COUNTY security office must scan the deployed and configured environments for vulnerabilities.
- 2.1.5 CONTRACTOR shall resolve all Critical, High, Medium vulnerabilities specified by the Information Security Office (ISO) against the deployed system before building sites

2.2 Design

- 2.2.1 CONTRACTOR shall work with the designated Department contact to design their website.
- 2.2.2 COUNTY shall work with the CONTRACTOR to design a unified header and footer.
- 2.2.3 CONTRACTOR shall utilize a unified header and optional footer that shall be used across all county websites in the templates.
- 2.2.4 CONTRACTOR shall design COUNTY approved general all-purpose site templates.
- 2.2.5 CONTRACTOR shall implement the rebuilding of the main county websites and associated subsites with the specified estimated timeline (See table below).
- 2.2.6 COUNTY shall assign a department contact to work with the CONTRACTOR's designers.
- 2.2.7 CONTRACTOR shall migrate all current content according to the Department. Content may be removed from their site at the discretion of the Department.
- 2.2.8 CONTRACTOR shall implement reusable components in the feature set. News, Events, Media (images, video, clips) library, image rotators, etc. (See feature requirements).
- 2.2.9 CONTRACTOR shall configure for each website a site Administrator, Content Manager, Content Creator, and Content Publisher groups.
- 2.2.10 COUNTY Departments shall specify department resources who shall be in the appropriate groups.
- 2.2.11 CONTRACTOR shall transfer knowledge to the COUNTY team on how the site(s) are built and any special considerations that were made in the building of the sites.
- 2.2.12 COUNTY shall assign the following resources to the project:
 - a) Project Manager (PM) – To manage county resources and work with CONTRACTOR PM and manage departmental deliverables.
 - b) Business System Analyst (BSA) – To meet with Departments and assist with gathering requirements & work with the CONTRACTOR.
- 2.2.13 COUNTY Department shall sign off and approve the completed sites.
- 2.2.14 Development may be conducted in both on site and remotely. The COUNTY does require that the CONTRACTOR provide an onsite technical lead or project manager to coordinate activities related to customer such as workshops, interviews, user acceptance test (UAT), and training. Those activities should be conducted onsite. Activities such as development can be offsite. Changes that may affect the base system/functionality should be coordinated with the county's development team during development. Update set promotion to Test and Production should be coordinated with the COUNTY development team. Knowledge transfer with the county's developers and business analyst should be coordinated onsite after development is complete. CONTRACTOR shall manage and maintain an issue log to assist in coordination and requirements traceability to test cases to ensure completion of testing efforts.

2.3 Project Engagement

The success CONTRACTOR has achieved in creating and launching content management system (CMS) public sector websites is the result of a carefully crafted process, which shall be adapted to the specific needs of every project.

This process streamlines development and implementation, while furnishing the team with a proven blueprint to follow. As a result, sites can be completed more efficiently (measured in both time and cost), and clients have a clear idea of what to expect at each stage, and can

track progress to completion. Utilizing this process, CONTRACTOR has never gone over budget on a project. The following is a sample Project Schedule with key tasks, activities and duration. The four stages are: Discovery, Design, Implementation and Development, and Prelaunch.

2.3.1. Discovery Phase (3-4 weeks)

Immediately, CONTRACTOR's Project Manager shall contact COUNTY to schedule the initial meeting at COUNTY office. During this meeting, CONTRACTOR shall be initiating the Discovery Phase of the project by gathering more information from COUNTY team about the wants and needs for the site.

Before CONTRACTOR's designers create a logically organized and visibly appealing website, they must first consider the needs of its visitors, as well as any preferences and issues those visitors may have with the current site. This information is collected from designated staff, public and other stakeholders by CONTRACTOR through online surveys, interview questions and social media posts.

In addition to gathering and soliciting feedback, CONTRACTOR shall conduct an internal review of all existing site content (following consultation with the client) to determine what should be migrated, what needs to be revised or deleted, and what new content should be created. The results of these efforts be incorporated into an analysis and executive summary of findings/recommendations, as well as a content migration/creation spreadsheet, a URL spreadsheet listing all proposed pages, and a provisional site map.

This is also the stage during which CONTRACTOR shall perform a search engine optimization (SEO) review and analysis. This step is necessary to discover which aspects of the website are performing well, and which may need additional attention. This quantitative review is comprised of a keyword analysis and list of current keyword rankings, referral sources and a 12-month traffic history, with special attention paid to usage trends and the site's most visited pages. CONTRACTOR shall use heat mapping in addition to full review of COUNTY site analytics.

Once the pre-design stage is concluded, CONTRACTOR shall deliver its results and recommendations in a document that outlines timetables and deliverables, with a list of the CONTRACTOR team members responsible for each task. Specific implementations conducted during this phase are:

2.3.1.1. Survey Review: CONTRACTOR shall survey current users, stakeholders and visitors to the site using social media, interviews and online surveys to determine their needs, advantages and issues of the current site and content. The goal is to define what shall make the new site a success and address the needs of users.

2.3.1.2. Content Review: CONTRACTOR shall review all of the existing content on the site to determine what should be migrated, what needs to be deleted or revised and what new content should be created. CONTRACTOR review shall cover the current site map, site maps and taxonomy. Following the review, CONTRACTOR shall provide an analysis and executive summary of the findings and recommendations as well as a spreadsheet to track content migration and creation.

2.3.1.3. **SEO Review and Analysis:** CONTRACTOR shall identify the current traffic and key metrics for the site including high exit pages, referral sources, 12-month traffic history and trends, and most visited pages including key word analysis and rankings. At the end of this process CONTRACTOR shall deliver the results, recommendations and the completed long-form document that outlines timetables, deliverables and team members. This is the blueprint for the delivering of their website. At this time, CONTRACTOR shall review COUNTY web stats and analytics, and comparing them to the survey results. CONTRACTOR shall discuss the process of migrating the existing designs and functionality and making sure to have all needed information prior to commencing.

2.3.2. **Design Phase (6-8 weeks)**

Based on pre-design data and consultations, CONTRACTOR shall submit an initial set of designs that fulfill project objectives for the site. These are reviewed with the COUNTY and revised as needed until a decision is made on home page and interior page design. Often, the final version is a synthesis of elements from these submissions.

Upon approval, the design shall be reviewed to identify and address any user interface and user experience (U/I, U/X) concerns, and to make sure it is compliant with ADA and 508c. Only then shall HTML templates be created for the CMS system. The finished templates are reviewed once more for ADA compliance and any revisions are incorporated for implementation.

2.3.2.1. **Initial Designs:** Based upon the input received, CONTRACTOR shall deliver two different designs that meet the objectives as stated in the previous stage. The goal is to provide designs for discussion and to arrive at a direction for the synthesis of the designs, resulting in a final home page design and interior page design.

2.3.2.2. **U/I U/X Revisions:** Once the home page and interior page designs have been approved, they shall be reviewed for user interface and user experience concerns. CONTRACTOR shall share any concerns and provide recommendations for necessary changes.

2.3.2.3. **ADA Review:** At the same time as the UI/UX Review, CONTRACTOR shall also conduct the initial review of the designs for ADA and 508C compliance. CONTRACTOR shall share any findings, any recommended revisions and share updates with COUNTY for approval and sign off.

2.3.2.4. **Template Creation:** Upon COUNTY approval, HTML templates are created for the CMS system, based on the designs and sections needed.

2.3.2.5. **ADA Review of Templates:** The finished templates are reviewed for ADA compliance once more and revised templates are sent for implementation.

2.3.3. **Implementation and Development Phase (12-14 weeks)**

Once the approved templates are transferred to the CMS system, CONTRACTOR shall begin the process of content migration, based on the content spreadsheet created in the pre-design stage. If new content is to be created, the CONTRACTOR writing team shall do so following interviews with appropriate staff, research as needed and collecting associated documents from the client. All new pages are submitted to COUNTY team for approval. If new functionality is required, it shall be created,

tested and implemented into the appropriate pages. CONTRACTOR shall develop mobile app with features and functionality required. Finished pages are reviewed once more for ADA compliance. A tracking document details which pages have been created, which have been changed and which have been moved.

- 2.3.3.1. **Template Implementation:** Approved templates are transferred to the CMS system and section-ready pages in the CMS are ready for content migration and addition.
- 2.3.3.2. **Mobile App Implementation:** Using the same look and feel as the website's approved design, CONTRACTOR team shall develop the mobile app (for both Android and iOS). This app can include custom calendaring, school lunch information and ability to purchase and necessary school forms.
- 2.3.3.3. **Content Migration:** Using an automated and manual process, CONTRACTOR shall move content from the site and import into the CMS based upon the approved content spreadsheet created in the Discovery Phase.
- 2.3.3.4. **Content Creation:** Interviews are conducted, copy revisions are made, new documents are created and sent to the client for approval. Final versions of the documents are labeled with the proper position on the spreadsheet and sent to CMS production for inclusion and creation.
- 2.3.3.5. **Functionality Development:** Any specific functionality not available through the CMS modules are created, tested and implemented into the appropriate pages.
- 2.3.3.6. **ADA Review:** All finished pages are reviewed for ADA-compliance and revisions made to content as appropriate. All content updates are document in the content migration and creation spreadsheet.

2.3.4. **Prelaunch Phase (2-4 weeks)**

In the prelaunch stage every aspect of the website is reviewed to make certain it meets the expectations of COUNTY team. QC testing is conducted on browsers and mobile platforms to confirm that all functionality is working as planned. Any items that do not are assigned to CONTRACTOR staff for repair and review. At the same time, all content is reviewed one last time for typos, style and grammatical issues. Changes are made as needed. However, there may also be some non-essential but suggested changes, such as a different way to communicate the functions of COUNTY departments.

These shall be submitted to the client for feedback and/or approval. When these tasks are completed the site is released to the client for review. Any revisions requested are noted on the testing document, along with those pages that receive final approval. The revised site is then once again QC and QA tested, and if no issues are discovered it is released to the client. Specifically:

- 2.3.4.1. **Testing, Quality Control and Quality Assurance:** The site and mobile app are tested and key functionality is reviewed on all major browsers and mobile platforms. CONTRACTOR shall document testing results and any items assigned for repair and review are labeled "fail". Once all testing is complete and finalized, CONTRACTOR release it to COUNTY team for review.

- 2.3.4.2. Proofreading and Consistency Check: CONTRACTOR team of editors review the final site for typos and issues with style and/or grammar. CONTRACTOR shall make required changes directly in the system (typos) and suggested changes (rewording) are tracked on a control document. CONTRACTOR provide COUNTY with the document for review and approval.
- 2.3.4.3. COUNTY Testing and Review: Any changes/revisions requested by COUNTY team are documented and approved pages are noted.
- 2.3.4.4. Testing, Quality Control and Quality Assurance: CONTRACTOR conduct another thorough review of the site after client changes have been made. This final check ensures that no other errors were made during the revision process. Again, this is documented on the control document. Once CONTRACTOR final testing is complete, CONTRACTOR release the site to COUNTY team.
- 2.3.4.5. Training: CONTRACTOR shall develop and deliver comprehensive training about COUNTY website and how to use the tools created to manage the site. The training team assigned to COUNTY account shall develop training materials that provide information to COUNTY designated site administrators and editors need to implement the CMS. It includes on-site training sessions, training manual, phone and online support. CONTRACTOR shall train client personnel on the functionality and key features of the site through live seminars, conducted either in person or online. The client receives a personalized video for these sessions, as well as a personalized training manual for future consultation.
- 2.3.4.6. Security: The finalized site is reviewed for security issues and the development environment is readied for hardening and transfer to the production environment. The site is audited for security issues, and the development environment is readied for hardening and transfer to the production environment. All passwords used to this point shall be changed and turned over to the client. CONTRACTOR shall also provide consultation on human element security after launch, which incorporates such topics as password creation, assigning access privileges and other best practices.
- 2.3.4.7. SEO Review: Before launch, final redirects are created and the 12-month baseline traffic document is prepared. Final redirects are created and listed on a spreadsheet prior to launch. CONTRACTOR shall also add and test code for Google Analytics. As the goals of these projects are typically to increase traffic and usability, reviews provide a baseline so improvement can be measured, and it can be confirmed that no previous traffic has been lost.
- 2.3.4.8. Site Launch: The production environment is readied and CONTRACTOR conduct testing using the host changes. CONTRACTOR shall also implement redirects, backup the existing site and change the IP. The website is now ready for launch. CONTRACTOR shall continue to monitor all aspects of the site for 90 days.

3. Below are the sites that shall be migrated:

<i>Department</i>	<i>URL</i>	<i>Current Platform</i>	<i>Desired Timeline</i>
<i>County Main Website</i>	http://countyofriverside.us	DNN	September 17, 2019
<i>EDA</i>	http://www.rivcoeda.org	DNN	October 15, 2019
<i>EMD</i>	http://rivcoemd.org	DNN	October 15, 2019
<i>ROV</i>	https://www.voteinfo.net	ASP	November 19, 2019
<i>Housing Authority</i>	https://www.barjco.org	DNN	November 19, 2019
<i>Parks & Recreation</i>	http://www.rivcoparks.org	WordPress	December 18, 2019
<i>Probation</i>	https://probation.co.riverside.ca.us	ASP	December 18, 2019

**Exhibit B
Payment Provisions**

1.0 Cost

Line#	Application/Feature/Description	Quantity	Total Cost
1	Implementation Services	1	\$157,488 *
2	Maintenance and Support Services for year 1.	1	Included
3	Maintenance and Support Services for year 2.	1	\$18,000 **
4	Maintenance and Support Services for year 3.	1	\$18,000 **
5	Maintenance and Support Services for year 4.	1	\$24,000 **
6	Maintenance and Support Services for year 5.	1	\$24,000 **
7	On-site and Off-site Initial Training (includes material)	1	\$10,000 ***
8	Travel (County travel policy D-1)		No Charge
9	Delivery Fee (FOB Destination) if applicable		N/A
10	CA Sales Tax (8.75% City of Riverside) if applicable		N/A

*Implementation Services to be billed monthly, in arrears, to be approved by the County Project Manager based on the milestones set forth in the Implementation and Development Phase 2.3.3. of the agreement.

** An annual payment will be invoiced for Years 2-5 based on the negotiated costs for each year as reflected in the table 1.0.

*** On-site and Off-site Initial Training to all Master Admin for the seven (7) sites as follows: County Main Website, EDA, EMD, ROV, Housing Authority, Parks & Recreation and Probation.

Note: Total Costs listed in table 1.0 shall not exceed \$251,488.00.

2.0 Optional Services for Additional Sites

Line#	Description	Cost
1	Website Migration	\$75 (Hourly rate)
2	Optional Services not mentioned in Exhibit A	\$90 (Hourly Rate)
3	On-site and Off-site Training (includes material)	\$5,000 (flat rate) *

*Optional Services will be paid by the additional sites.