

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

PROFESSIONAL SERVICES CONTRACT

CONTRACT NO. 2017.202

1. **PARTIES** – The parties to this Contract (“Contract”) are the Bay Area Air Quality Management District (“DISTRICT”) whose address is 375 Beale Street, Suite 600, San Francisco, CA 94105, and **Cylogy, Inc.** (“CONTRACTOR”) whose address is 550 15th Street, Suite 38, San Francisco, CA 94103.
2. **RECITALS**
 - A. DISTRICT is the local agency with primary responsibility for regulating stationary source air pollution in the Bay Area Air Quality Management District in the State of California. DISTRICT is authorized to enter into this Contract under California Health and Safety Code Section 40701. DISTRICT desires to contract with CONTRACTOR for services described in the Scope of Work, attached hereto as Attachment A and made a part hereof by this reference. DISTRICT is entering into this Contract based on CONTRACTOR’s stated qualifications to perform the services.
 - B. All parties to this Contract have had the opportunity to have this contract reviewed by their attorney.
3. **PERFORMANCE REQUIREMENTS**
 - A. CONTRACTOR is authorized to do business in the State of California. CONTRACTOR attests that it is in good tax standing with federal and state tax authorities.
 - B. CONTRACTOR agrees to obtain any and all required licenses, permits, and all other appropriate legal authorizations from all applicable federal, state and local jurisdictions and pay all applicable fees.
 - C. CONTRACTOR shall comply with all laws and regulations that apply to its performance under this Contract, including any requirements to disclose potential conflicts of interest under DISTRICT’s Conflict of Interest Code.
 - D. CONTRACTOR shall not engage in any performance of work during the term of this contract that is in direct or indirect conflict with duties and responsibilities set forth in the Scope of Work.
 - E. CONTRACTOR shall exercise the degree of skill and care customarily required by accepted professional practices and procedures.
 - F. CONTRACTOR shall ensure that any subcontractors, employees and agents performing under this Contract comply with the performance standards set forth in paragraph D above.
4. **TERM** – The term of this Contract is from August 1, 2017 to June 30, 2018, unless further extended by amendment of this Contract in writing, or terminated earlier. CONTRACTOR shall not submit any invoice for services performed under this Contract until the Contract is fully executed.
5. **TERMINATION**
 - A. The DISTRICT may terminate this Contract at any time, at will, and without specifying any reason, by notifying CONTRACTOR in writing. The notice of termination shall specify the effective date of termination, which shall be no less than thirty (30) calendar days from the date of delivery of the notice of termination, and shall be delivered in accordance with the provisions

of section 10 below. Immediately upon receipt of the notice of termination, CONTRACTOR shall cease all work under this Contract, except such work as is specified in the notice of termination. CONTRACTOR shall deliver a final invoice for all remaining work performed but not billed, including any work specified in the termination notice, on or before ten (10) business days following the termination date.

- B. Either party may terminate this Contract for breach by the other party.
 - i) Failure to perform any agreement or obligation contained in this Contract or failure to perform the services in a satisfactory manner shall constitute a breach of the Contract.
 - ii) The non-breaching party may terminate the Contract by delivery of a written notice of breach. The notice of breach shall specify the date of termination, which shall be no earlier than ten (10) business days from delivery of the notice of breach. In the alternative, at its sole discretion, the non-breaching party may require the breaching party to cure the breach. The notice of breach shall specify the nature of the breach and the date by which such breach must be cured.
 - iii) If CONTRACTOR fails to perform any obligation under this Contract, DISTRICT at its sole discretion, may perform, or cause the performance, of the obligation itself. In that event, DISTRICT shall deduct the costs to perform such obligation and any other costs to cure the breach from the payment otherwise due to CONTRACTOR for work performed under this Contract. DISTRICT's performance hereunder shall not be deemed a waiver or release of any obligation of, or default by, CONTRACTOR under this Contract.
 - iv) The notice of breach shall be provided in accordance with the notice requirements set forth in section 10.
 - v) The non-breaching party reserves all rights under law and equity to enforce this Contract and recover any damages.

6. INSURANCE

- A. CONTRACTOR shall maintain the following insurance:
 - i) Workers' compensation and employers' liability insurance as required by California law or other applicable statutory requirements.
 - ii) Occurrence-based commercial general liability insurance or equivalent form with a limit of not less than one million dollars (\$1,000,000) each occurrence. Such insurance shall include DISTRICT and its officers, agents, and employees as additional insureds and shall be primary with respect to any insurance maintained by DISTRICT.
 - iii) Business automobile liability insurance or equivalent form with a limit of not less than one million dollars (\$1,000,000) each accident. Such insurance shall include coverage for owned, hired, and non-owned vehicles. If CONTRACTOR is a sole proprietor, CONTRACTOR may meet this insurance requirement with personal automobile liability insurance carrying a business use endorsement or by demonstrating to the satisfaction of DISTRICT that business use is covered under the CONTRACTOR's personal automobile liability insurance. A CONTRACTOR using only rental vehicles in performing work under this Contract may meet this insurance requirement by purchasing automobile liability insurance in the required coverage amount from the rental agency.
- B. All insurance shall be placed with insurers acceptable to DISTRICT.
- C. Prior to commencement of work under this Contract, CONTRACTOR shall furnish properly-executed certificates of insurance for all required insurance. Upon request by DISTRICT, CONTRACTOR shall provide a complete copy of any required insurance policy. CONTRACTOR

shall notify DISTRICT in writing thirty (30) days prior to cancellation or modification of any required insurance policy. Any such modifications are subject to pre-approval by DISTRICT.

- D. If CONTRACTOR fails to maintain the required insurance coverage set forth above, DISTRICT reserves the right either to purchase such additional insurance and to deduct the cost thereof from any payments owed to CONTRACTOR or to terminate this Contract for breach.

7. INDEMNIFICATION

- A. i) CONTRACTOR shall indemnify and hold DISTRICT, its officers, employees and agents harmless from and against any and all liability, loss, expense, including reasonable attorneys' fees, or claims for injury or damages arising out of the performance of this Contract but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of CONTRACTOR, its officers, agents, or employees.
- ii) No Infringement. In performing services under this Contract, CONTRACTOR agrees not to design, develop, or provide to DISTRICT any items that infringe any patents, copyrights, trademarks, or other intellectual property rights (including trade secrets) of any person or entity. If CONTRACTOR becomes aware of any such possible infringement in the course of performing work under this Contract, CONTRACTOR shall immediately so notify DISTRICT in writing. CONTRACTOR agrees to indemnify, defend, and hold DISTRICT, its officers, employees and agents harmless from and against any and all liability, loss, expense, including reasonable attorneys' fees, or claims for injury or damages arising out of any such alleged or actual infringement.
- B. DISTRICT shall indemnify and hold CONTRACTOR, its officers, employees and agents harmless from and against any and all liability, loss, expense, including reasonable attorneys' fee, or claims for injury or damages arising out of the performance of this Contract but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of DISTRICT, its officers, agents, or employees.

8. PAYMENT

- A. DISTRICT shall pay CONTRACTOR for services in accordance with the terms set forth in the Cost Schedule, which is attached hereto as Attachment B and incorporated herein by this reference.
- B. CONTRACTOR shall submit invoice(s) to DISTRICT for services performed. Each invoice shall specify the total cost of the services for which the invoice is submitted, shall reference tasks shown in the Scope of Work, the hours associated with same, or percentage completion thereof, and the amount of charge claimed, and, as appropriate, shall list any charges for equipment, material, supplies, travel, and subcontractors' services.
- C. DISTRICT's payment of invoices shall be subject to the following limitations and requirements:
- i) Each invoice, including supporting documentation, shall be prepared in duplicate on CONTRACTOR's letterhead; shall list DISTRICT's contract number, the period covered by the invoice, and the CONTRACTOR's Social Security Number or Federal Employer Identification Number; and shall be submitted to: Bay Area Air Quality Management District, 375 Beale Street, Suite 600, San Francisco, CA 94105, Attn: Contracts Manager.
- ii) DISTRICT shall not pay interest, fees, handling charges, or the cost of money on the Contract.
- iii) DISTRICT shall pay CONTRACTOR within thirty (30) calendar days after approval by DISTRICT of an itemized invoice.

- D. The total amount for which DISTRICT may be held liable for the performance of services specified in this Contract shall not exceed \$218,840.
9. DISPUTE RESOLUTION – A party that disputes a notice of breach must first seek mediation to resolve the dispute in accordance with the provisions set forth below.
- A. Upon receipt of a notice of breach of contract, the party may submit a demand for mediation to resolve whether or not a breach occurred. The party must state the basis of the dispute and deliver the demand within ten (10) business days of the date of receipt of the notice of breach.
 - B. The mediation shall take place at DISTRICT’s office at 375 Beale Street, Suite 600, San Francisco, or at such other place as may be mutually agreed upon by the parties and the mediator.
 - C. The parties shall make good faith efforts to hold the mediation within thirty (30) days after receipt of the demand for mediation.
 - D. Each party shall bear its own mediation costs.
 - E. In the event the parties are unable to resolve the dispute, either party may file an action in a court of competent jurisdiction to enforce the Contract.
 - F. Maximum recovery under this section shall be limited to \$218,840. The mediation costs shall not reduce the maximum amount recoverable under this section.
10. NOTICES – All notices that are required under this Contract shall be provided in the manner set forth herein, unless specified otherwise. Notice to a party shall be delivered to the attention of the person listed below, or to such other person or persons as may hereafter be designated by that party in writing. Notice shall be in writing sent by e-mail, facsimile, or regular first class mail. In the case of e-mail and facsimile communications, valid notice shall be deemed to have been delivered upon sending, provided the sender obtained an electronic confirmation of delivery. E-mail and facsimile communications shall be deemed to have been received on the date of such transmission, provided such date was a business day and delivered prior to 4:00 p.m. PST. Otherwise, receipt of e-mail and facsimile communications shall be deemed to have occurred on the following business day. In the case of regular mail notice, notice shall be deemed to have been delivered on the mailing date and received five (5) business days after the date of mailing.

DISTRICT: Bay Area Air Quality Management District
 375 Beale Street, Suite 600
 San Francisco, CA 94105
 Attn: Anja Page

CONTRACTOR: Cylogy, Inc.
 550 15th Street, Suite 38
 San Francisco, CA 94103
 Attn: Lindsay Sullivan

11. ADDITIONAL PROVISIONS – All attachment(s) to this Contract are expressly incorporated herein by this reference and made a part hereof as though fully set forth.
12. EMPLOYEES OF CONTRACTOR
- A. CONTRACTOR shall be responsible for the cost of regular pay to its employees, as well as cost of vacation, vacation replacements, sick leave, severance pay, and pay for legal holidays.

- B. CONTRACTOR, its officers, employees, agents, or representatives shall not be considered employees or agents of DISTRICT, nor shall CONTRACTOR, its officers, employees, agents, or representatives be entitled to or eligible to participate in any benefits, privileges, or plans, given or extended by DISTRICT to its employees.
 - C. CONTRACTOR shall assign those employees listed in the Cost Schedule to perform work under this Contract. CONTRACTOR shall not assign different employees to perform this work without the express written permission of DISTRICT, which DISTRICT will not unreasonably withhold.
 - D. DISTRICT reserves the right to review the credentials to perform the work of any of CONTRACTOR's employees assigned herein and to disapprove CONTRACTOR's assignments. CONTRACTOR warrants that it will not employ any subcontractor(s) without prior written approval from DISTRICT.
13. CONFIDENTIALITY – In order to carry out the purposes of this Contract, CONTRACTOR may require access to certain of DISTRICT's confidential information (including trade secrets, inventions, confidential know-how, confidential business information, and other information that DISTRICT considers confidential) (collectively, "Confidential Information"). It is expressly understood and agreed that DISTRICT may designate in a conspicuous manner Confidential Information that CONTRACTOR obtains from DISTRICT, and CONTRACTOR agrees to:
- A. Observe complete confidentiality with respect to such information, including without limitation, agreeing not to disclose or otherwise permit access to such information by any other person or entity in any manner whatsoever, except that such disclosure or access shall be permitted to employees of CONTRACTOR requiring access in fulfillment of the services provided under this Contract.
 - B. Ensure that CONTRACTOR's officers, employees, agents, representatives, and independent contractors are informed of the confidential nature of such information and to assure by agreement or otherwise that they are prohibited from copying or revealing, for any purpose whatsoever, the contents of such information or any part thereof, or from taking any action otherwise prohibited under this section.
 - C. Not use such information or any part thereof in the performance of services to others or for the benefit of others in any form whatsoever whether gratuitously or for valuable consideration, except as permitted under this Contract.
 - D. Notify DISTRICT promptly and in writing of the circumstances surrounding any possession, use, or knowledge of such information or any part thereof by any person or entity other than those authorized by this section. Take at CONTRACTOR's expense, but at DISTRICT's option and in any event under DISTRICT's control, any legal action necessary to prevent unauthorized use of such information by any third party or entity which has gained access to such information at least in part due to the fault of CONTRACTOR.
 - E. Take any and all other actions necessary or desirable to assure such continued confidentiality and protection of such information during the term of this Contract and following expiration or termination of the Contract.
 - F. Prevent access to such materials by a person or entity not authorized under this Contract.
 - G. Establish specific procedures in order to fulfill the obligations of this section.
14. INTELLECTUAL PROPERTY RIGHTS – Title and full ownership rights to all intellectual property developed under this Contract shall at all times remain with DISTRICT, unless otherwise agreed to in writing.

15. PUBLICATION

- A. DISTRICT shall approve in writing any report or other document prepared by CONTRACTOR in connection with performance under this Contract prior to dissemination or publication of such report or document to a third party. DISTRICT may waive in writing its requirement for prior approval.
- B. Until approved by DISTRICT, any report or other document prepared by CONTRACTOR shall include on each page a conspicuous header, footer, or watermark stating "DRAFT – Not Reviewed or Approved by BAAQMD," unless DISTRICT has waived its requirement for prior approval pursuant to paragraph A of this section.
- C. Information, data, documents, or reports developed by CONTRACTOR for DISTRICT, pursuant to this Contract, shall be part of DISTRICT's public record, unless otherwise indicated. CONTRACTOR may use or publish, at its own expense, such information, provided DISTRICT approves use of such information in advance. The following acknowledgment of support and disclaimer must appear in each publication of materials, whether copyrighted or not, based upon or developed under this Contract.

"This report was prepared as a result of work sponsored, paid for, in whole or in part, by the Bay Area Air Quality Management District (District). The opinions, findings, conclusions, and recommendations are those of the author and do not necessarily represent the views of the District. The District, its officers, employees, contractors, and subcontractors make no warranty, expressed or implied, and assume no legal liability for the information in this report."

- D. CONTRACTOR shall inform its officers, employees, and subcontractors involved in the performance of this Contract of the restrictions contained herein and shall require compliance with the above.
16. NON-DISCRIMINATION – In the performance of this Contract, CONTRACTOR shall not discriminate in its recruitment, hiring, promotion, demotion, and termination practices on the basis of race, religious creed, color, national origin, ancestry, sex, age, marital status, sexual orientation, medical condition, or physical or mental disability and shall comply with the provisions of the California Fair Employment & Housing Act (Government Code Section 12900 et seq.), the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, and all administrative rules and regulations issued pursuant to said Acts. CONTRACTOR shall also require each subcontractor performing work in connection with this Contract to comply with this section and shall include in each contract with such subcontractor provisions to accomplish the requirements of this section.
17. PROPERTY AND SECURITY – Without limiting CONTRACTOR'S obligations with regard to security, CONTRACTOR shall comply with all the rules and regulations established by DISTRICT for access to and activity in and around DISTRICT's premises.
18. ASSIGNMENT – No party shall assign, sell, license, or otherwise transfer any rights or obligations under this Contract to a third party without the prior written consent of the other party, and any attempt to do so shall be void upon inception.
19. WAIVER – No waiver of a breach, of failure of any condition, or of any right or remedy contained in or granted by the provisions of this Contract shall be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, or

remedy shall be deemed a waiver of any other breach, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies. Further, the failure of a party to enforce performance by the other party of any term, covenant, or condition of this Contract, and the failure of a party to exercise any rights or remedies hereunder, shall not be deemed a waiver or relinquishment by that party to enforce future performance of any such terms, covenants, or conditions, or to exercise any future rights or remedies.

20. ATTORNEYS' FEES – In the event any action is filed in connection with the enforcement or interpretation of this Contract, each party shall bear its own attorneys' fees and costs.
21. FORCE MAJEURE – Neither DISTRICT nor CONTRACTOR shall be liable for or deemed to be in default for any delay or failure in performance under this Contract or interruption of services resulting, directly or indirectly, from acts of God, enemy or hostile governmental action, civil commotion, strikes, lockouts, labor disputes, fire or other casualty, judicial orders, governmental controls, regulations or restrictions, inability to obtain labor or materials or reasonable substitutes for labor or materials necessary for performance of the services, or other causes, except financial, that are beyond the reasonable control of DISTRICT or CONTRACTOR, for a period of time equal to the period of such force majeure event, provided that the party failing to perform notifies the other party within fifteen calendar days of discovery of the force majeure event, and provided further that that party takes all reasonable action to mitigate the damages resulting from the failure to perform. Notwithstanding the above, if the cause of the force majeure event is due to party's own action or inaction, then such cause shall not excuse that party from performance under this Contract.
22. SEVERABILITY – If a court of competent jurisdiction holds any provision of this Contract to be illegal, unenforceable or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them will not be affected.
23. HEADINGS – Headings on the sections and paragraphs of this Contract are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Contract.
24. COUNTERPARTS/FACSIMILES/SCANS – This Contract may be executed and delivered in any number of counterparts, each of which, when executed and delivered, shall be deemed an original, and all of which together shall constitute the same contract. The parties may rely upon a facsimile copy or scanned copy of any party's signature as an original for all purposes.
25. GOVERNING LAW – Any dispute that arises under or relates to this Contract shall be governed by California law, excluding any laws that direct the application of another jurisdiction's laws. Venue for resolution of any dispute that arises under or relates to this Contract, including mediation, shall be San Francisco, California.
26. ENTIRE CONTRACT AND MODIFICATION – This Contract represents the final, complete, and exclusive statement of the agreement between the parties related to CONTRACTOR providing services to DISTRICT and supersedes all prior and contemporaneous understandings and agreements of the parties. No party has been induced to enter into this Contract by, nor is any party relying upon, any representation or warranty outside those expressly set forth herein. This

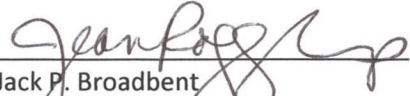
Contract may only be amended by mutual agreement of the parties in writing and signed by both parties.

27. SURVIVAL OF TERMS – The provisions of sections 7 (Indemnification), 13 (Confidentiality), 14 (Intellectual Property Rights), and 15 (Publication) shall survive the expiration or termination of this Contract.

IN WITNESS WHEREOF, the parties to this Contract have caused this Contract to be duly executed on their behalf by their authorized representatives.

BAY AREA AIR QUALITY
MANAGEMENT DISTRICT

CYLOGY, INC.

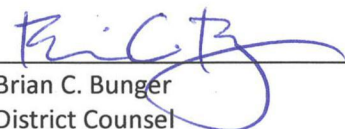
By: 
for Jack P. Broadbent
Executive Officer/APCO

By: 
Lindsay Sullivan
Sr. Project Manager

Date: 8/31/17

Date: August 29, 2017

Approved as to form:
District Counsel

By: 
Brian C. Bunger
District Counsel

ATTACHMENT A

SCOPE OF WORK

CONTRACTOR, in collaboration with the DISTRICT, will redesign, develop, and deploy the DISTRICT's new Spare the Air website, www.sparetheair.org.

I. Current Website Audit and Assessment

CONTRACTOR will assess the existing Spare the Air website, including but not limited to components, content, information architecture, design, usability, and accessibility.

Deliverables include a formal presentation of the following:

- a. Analysis of current website and definition of metrics for measuring success.
- b. User profiles and audience analysis
- c. Sitemaps, wireframes, and other information architecture documentation
- d. Development of project requirements and creative briefs.

II. Complete Site Redesign

CONTRACTOR will design a public-facing website that provides a creative, compelling, engaging, and consistent design. The new design should significantly improve the user experience.

Deliverables include:

- a. Formal presentation to the Air District team of a minimum of three variations of design comps in draft and approved phases.
- b. Develop corresponding front end templates and resources (HTML, CSS, JS, etc.)

III. Detailed Description of Components and Functionality Requirements

- a. Reorganization of the information architecture to improve site navigation and usability. This includes redevelopment of the strategies and methods of content delivery as well as providing for a fully functional and streamlined user experience.
- b. Implementation of a new user interface design and page templates that promote engagement, ease of navigation, and consistency. Includes design components and coordination for graphic and (non-stock) photographic assets.
- c. Redesign of existing components including but not limited to: Air Quality Index (AQI) visuals for 2-day and 5-day forecasts with either (a) determination of user location based on user entered zip code or (b) new geo-targeted functionality (this project task will require an initial phase of analysis for required technical components of geo-targeted data and end user location correlated with the DISTRICT's air quality zones), rotating news, alerts, and widgets. Design for dynamic components must be completed within the parameters of the existing frameworks.
- d. Improved standardization of content to comply with web standards, accessibility, multi-browser compatibility, printer-friendly views, and multi-device compatibility. Documentation of site standards should include a style guide and technical design document.
- e. Implementation of landing page and microsite functionality, to allow for ongoing campaign development and management. Includes (1) an initial phase of analysis for the tool(s), (2) specification of requirements and an implementation plan, (3) the design of modules to allow for streamlined creation of ongoing campaigns, and (4) collaboration with the DISTRICT and the DISTRICT's maintenance vendor to enable the components and functionality in the Sitecore CMS that manage microsites and landing pages. Scalability and extensibility of the *Spare the Air* website as well as subsequent microsites and landing pages is important.

- f. Improved integration and redesign of features/components including, but not limited to: more visual components / icons and a reduction of text, prioritized content and content tagging, community specific pages, strong social media integration, improved multimedia integration and syndication, mobile app integration, integration of existing mapping components (as-is, with no design / interface changes to the current source content), preliminary work on integration of existing real time air quality data (as-is, with no design / interface changes to the current source content), third-party integrations, and other site features as identified through project execution.
- g. Design for front end handling of translated content. The DISTRICT has the necessary technical integration and translation vendor services in place and in use on the baaqmd.gov website – the DISTRICT would like to extend this functionality to the *Spare the Air* website.
- h. Continuation of existing Amazon based sales services integrated into the new design and website structure.
- i. New event display functionality. This project task will require assessment and recommendations from the selected vendor, plus scope definition and integration with the CMS.
- j. Corresponding email blast design to match the new *Spare the Air* website within the parameters of the existing email blast system which utilizes Exact Target and a modular template framework within Sitecore. The DISTRICT will provide wireframes and documentation for the existing framework.
- k. Improved performance to minimize website response times for uploading and downloading content.
- l. Improved analytics and reports.

IV. Development Documentation

CONTRACTOR will provide the following:

- a. Development of a technical design document.
- b. Work as-needed with the DISTRICT’s contractors on tasks including but not limited to: design updates to existing components; integration with CMS, source control and code-level documentation; Q/A, testing, deployment, and support.
- c. Manual testing for multiple devices, responsive and accessible design, and cross-browser / system compliance. The testing process should include creation of test plans and organization of website testing.
- d. Assistance with regression testing of legacy components impacted by the redesign.
- e. Collaborate with the DISTRICT and current DISTRICT vendors to successfully transition to the new *Spare the Air* website.

V. Integration Requirements and Process

- a. CONTRACTOR will receive read-only access to source control in Jenkins and/or VSTS (migration to VSTS is currently underway), documentation of naming conventions, core component documentation, and an overview of the existing systems.
- b. CONTRACTOR will provide documentation on architecture changes, develop static HTML page templates with sample data, review front end check ins for integration readiness, and contribute to a shared record of sign offs for each feature.
- c. Code Transfer Requirements: CONTRACTOR will be required to provide the code builds via source control, managed in GitHub. CONTRACTOR must document builds provided to the Web Team and Development Team (maintenance vendor).

- d. CONTRACTOR will collaborate on and assist with required backend development and data integrations
- e. CONTRACTOR will collaborate with the DISTRICT and its current maintenance vendor on the technical integration with the DISTRICT's web content management system (CMS), Sitecore.
- f. **On site code reviews at the DISTRICT's headquarters in San Francisco.**
- g. **Content Migration** in collaboration with the DISTRICT using a combination of automated migration scripts, manual migrations, migrations with Sitecore packages, and setup of 301 redirects. Should include a comparison and mapping plan that outlines legacy fields that need to be migrated to new locations. Migrations should include elements such as content, data templates, and meta data.
- h. CONTRACTOR will assist with the deployment and provide limited term post deployment support and bug resolution.

VI. Support Requirements

CONTRACTOR will provide the following support during the project and for a limited term post deployment:

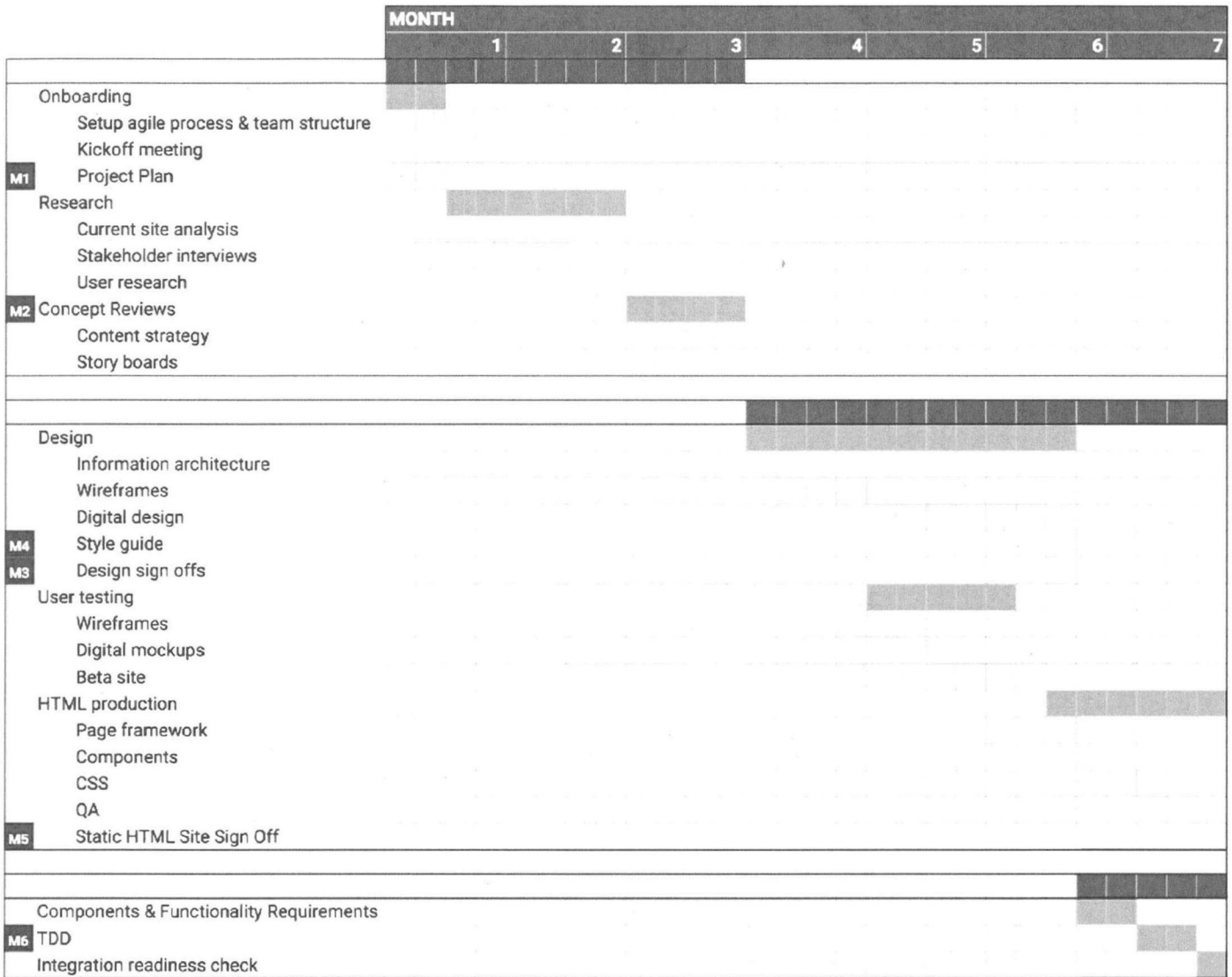
- a. Diagnosis of issues / user problems
- b. Web Team staff support as-needed
- c. Development and implementation of a support plan (including a guarantee to fix and remedy all bugs found during the contract period).
- d. Bug documentation and management through JIRA and Visual Studio Team Services (VSTS).

VII. Status Reporting and Project Management Requirements

CONTRACTOR will provide the following Reporting and Project Management:

- a. As-needed check ins with the DISTRICT's Project Lead
- b. Weekly Written Status Reports including updates on the Project Schedule and Budget
- c. Weekly Project Status Meetings
- d. Weekly Technical Development Meetings
- e. Other meetings and project management documentation as needed

Project Timeline:



Milestones:

- M1** Project Plan **M2** Concept Reviews **M3** Design Sign Off
- M4** Style Guide **M5** Static HTML Site **M6** TDD

ATTACHMENT B

COST SCHEDULE

Item	Task	Role	Rate	Hours	Total	% Total Cost
1 Current Website Audit and Assessment				167	\$31,600.00	14%
Deliverables:						
General On-Boarding: Project Brief						
Content Strategy: Inventory/audit						
1.1	Dan Reider, lowercase productions	PM/Senior Designer	\$200.00	20	\$4,000.00	2%
1.2	David Schellinger, lowercase productions	Creative Director	\$200.00	3	\$600.00	0%
1.3	Jake Levitas, lowercase productions	Content Strategy & Design	\$185.00	32	\$5,920.00	3%
1.4	Andrew Sanchez, lowercase productions	Designer	\$185.00	12	\$2,220.00	1%
1.5	Leah Nichols, lowercase productions	Design Research	\$155.00	52	\$8,060.00	4%
1.6	Alia Al-Sharif, Civic Edge Consulting	Project Strategy/Implementation	\$260.00	20	\$5,200.00	2%
1.7	Kate Fratar, Civic Edge Consulting	Team Project Manager	\$200.00	28	\$5,600.00	3%
2 Complete Site Redesign				731	\$133,020.00	61%
Deliverables:						
Agile: Agile Task Management assignments, sprint schedule and other related workflow tracking tools						
Content Strategy: Content style guide, site map, documentation on content development workflow and governance						
Design: Multiple versions of wireframes and design comps						
Development: HTML, CSS						
2.1	Dan Reider, lowercase productions	PM/Senior Designer	\$200.00	75	\$15,000.00	7%
2.2	David Schellinger, lowercase productions	Creative Director	\$200.00	5	\$1,000.00	0%
2.3	Jake Levitas, lowercase productions	Content Strategy & Design	\$185.00	70	\$12,950.00	6%
2.4	Andrew Sanchez, lowercase productions	Designer	\$185.00	180	\$33,300.00	15%
2.5	Leah Nichols, lowercase productions	Design Research	\$155.00	40	\$6,200.00	3%
2.6	Alia Al-Sharif, Civic Edge Consulting	Project Strategy/Implementation	\$260.00	60	\$15,600.00	7%
2.7	Kate Fratar, Civic Edge Consulting	Team Project Manager	\$200.00	101	\$20,200.00	9%
2.8	Eugen Baryshnikau	Front End Developer	\$150.00	120	\$18,000.00	8%
2.9	Egor Sokol	Senior Developer	\$175.00	20	\$3,500.00	2%
3.0	Ryan Bennett	Technical Architect	\$200.00	17	\$3,400.00	2%
3.1	Nikolay Hodosov	QA Engineer	\$90.00	43	\$3,870.00	2%
3 Detailed Description of Components and Functionality Requirements				60	\$10,000.00	5%
Deliverables:						
Documentation: Functionality requirements for site components						
3.1	Lindsay Sullivan	Sr. Project Manager	\$150.00	32	\$4,800.00	2%
3.2	Ryan Bennett	Technical Architect	\$200.00	12	\$2,400.00	1%
3.3	Egor Sokol	Senior Developer	\$175.00	16	\$2,800.00	1%
4 Development Documentation				78	\$13,530.00	6%
Deliverables:						
Documentation: Technical Design Document						
4.1	Dan Reider, lowercase productions	PM/Senior Designer	\$175.00	6	\$1,050.00	0%
4.2	Jake Levitas, lowercase productions	Content Strategy & Design	\$190.00	8	\$1,520.00	1%
4.2	Leah Nichols, lowercase productions	Design Research	\$155.00	12	\$1,860.00	1%
4.3	Lindsay Sullivan	Sr. Project Manager	\$150.00	15	\$2,250.00	1%
4.4	Ryan Bennett	Technical Architect	\$200.00	15	\$3,000.00	1%
4.5	Egor Sokol	Senior Developer	\$175.00	22	\$3,850.00	2%

5 Integration Requirements and Process				20	\$3,400.00	2%
Deliverables:						
Development: Integration prep review and code adjustments						
5.1	Ryan Bennett	Technical Architect	\$200.00	4	\$800.00	0%
5.2	Egor Sokol	Senior Developer	\$175.00	8	\$1,400.00	1%
5.3	Eugen Baryshnikau	Front End Developer	\$150.00	8	\$1,200.00	1%
6 Support Requirements				49	\$9,290.00	4%
Deliverables:						
Support: Availability during front end development phase for clarification and guidance						
6.1	Dan Reider, lowercase productions	PM/Senior Designer	\$200.00	15	\$3,000.00	1%
6.2	Andrew Sanchez, lowercase productions	Designer	\$185.00	34	\$6,290.00	3%
7 Status Reporting and Project Management Requirements				120	\$18,000.00	8%
7.1	Lindsay Sullivan	Sr. Project Manager	\$150.00	120	\$18,000.00	8%
Blended Rate			\$178.64			
Total Project Hours				1,225		
Project Grand Total Cost					\$218,840.00	100%

Total cost of Contract not to exceed \$218,840.