## AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND JADARA GROUP

THIS AGREEMENT, entered into thisday of	, 20	, by and between the
COUNTY OF SAN MATEO, hereinafter called "County," and JADARA GROUP	, hereinaf	ter called "Contractor";
WITNESSETH:		

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

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of providing professional services to develop, design, and implement an Enterprise Project Management Office (EPMO);

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

#### 1. Exhibits.

The following exhibits are attached hereto and incorporated by reference herein:

Exhibit A—Services

Exhibit B—Payments and Rates

Attachment 1---Proposed Project Plan

Attachment 2---Proposed Contractor Resource Requirements

Attachment 3---Proposed Subcontractor Resource Requirements

Attachment 4---Proposed County Resource Requirements

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

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

#### 3. Payments.

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth herein and in Exhibit "A," County shall make payment to Contractor based on the rates and in the manner specified in Exhibit "B." In no event shall the County's total fiscal obligation under this Agreement exceed TWO HUNDRED SEVENTY EIGHT THOUSAND SEVEN HUNDRED TEN DOLLARS (\$278,710).

#### 4. <u>Term and Termination.</u>

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 9, 2008 through July 8, 2011.

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

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In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of the County and shall be promptly delivered to the County. Upon termination, the Contractor may make and retain a copy of such materials. Subject to the Contractor's prompt cessation of new or uncompleted work upon receipt of the notice of termination (with the exception that work may be performed to deliver the materials described above in this Section to the County), Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be a portion of the full payment which is determined by comparing the work/services completed to the work/services required by this Agreement.

#### 5. Acceptance.

Acceptance of deliverables is based on mutually agreed on acceptance criteria ("Deliverable Acceptance Criteria") by both parties. The Deliverable Acceptance Criteria shall be defined for each deliverable in a Deliverable Expectation Document (DED), prepared and accepted by the parties before the commencement of work on any deliverable. The DED details all acceptance criteria and shall be deemed the reference document for deliverable completion and acceptance. Should any deliverable not meet the acceptance criteria, Contractor will re-perform the associated Services at no additional cost to the County until a) the deliverable meets the Deliverable Acceptance Criteria, b) the County elects at its sole discretion to i) have the Services performed by a separate party or ii) perform the Services itself, or c) the County elects to terminate the contract. In the event the County elects (b) or (c) above, Contractor will refund payment for all Services rendered related to the deliverables that do not meet the Deliverable Acceptance Criteria. In any event, should Contractor deliverables not meet the acceptance criteria, "Subcontractor" will not be responsible and all amounts due for Subcontractor acceptable deliverables will be paid as schedule in Exhibit "B".

#### 6. Availability of Funds.

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

#### 7. Relationship of Parties.

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

#### 8. <u>Hold Harmless.</u>

Contractor shall indemnify and save harmless County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description, brought for, or on account of: (A) injuries to or death of any person, including Contractor, or (B) damage to any property of any kind whatsoever and to whomsoever belonging, (C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, or (D) any other loss or cost, including but not limited to, that caused by the concurrent active or passive negligence of County, its officers, agents, employees, or servants, resulting from the performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be

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solely liable by reason of its own negligence or willful misconduct.

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

#### 9. Assignability and Subcontracting.

Based on the request of the County, Contractor will enter into a subcontract agreement for part of the deliverables contained and described in Exhibit "A". The County certifies that Subcontractor software meets all of its timekeeping requirements including requested modifications. Should any Subcontractor deliverables not meet the acceptance criteria, Contractor will not be responsible and all amounts due for Contractor's acceptable deliverables will be paid as scheduled in the Exhibit "B". Contractor shall not assign this Agreement or any portion thereof to any other third party or subcontract with any other third party to provide services required by Contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without the County's prior written consent shall give County the right to automatically and immediately terminate this Agreement.

#### 10. Insurance.

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

- A. Worker's Compensation and Employer's Liability Insurance. The Contractor shall have in effect, during the entire life of this Agreement Workers' Compensation and Employer's Liability Insurance providing full statutory coverage. In signing this Agreement, the Contractor certifies, as required by Section 1861 of the California Labor Code, that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and Contractor will comply with such provisions before commencing the performance of the work of this Agreement.
- B. Liability Insurance. The Contractor shall take out and maintain, during the life of this Agreement, such Bodily Injury Liability and Property Damage Liability Insurance as shall protect Contractor while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor or by any sub-contractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall be not less than the amount specified below.

Such insurance shall include:

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\$1,000,000 County and its officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to the County, its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy, and that if the County or its officers and employees have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only. In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, the County, at its option may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

### 11. Compliance with Laws; Payment of Permits/Licenses.

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, and regulations, including, but not limited to, Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, and the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination on the basis of handicap in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including, but not limited to, appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations.

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

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

#### 12. Non-Discrimination.

- A. Section 504 applies only to Contractors who are providing services to members of the public. Contractor shall comply with § 504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this Agreement.
- B. General non-discrimination. No person shall, on the grounds of race, color, religion, ancestry, gender, age (over 40), national origin, medical condition (cancer), physical or mental disability, sexual orientation, pregnancy, childbirth or related medical condition, marital status, or political affiliation be denied any benefits or be subjected to discrimination under this Agreement.

- C. Equal employment opportunity. Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County of San Mateo upon request.
- D. Violation of non-discrimination provisions. Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to:
  - 1) termination of this Agreement;
  - 2) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years;
  - 3) liquidated damages of \$2,500 per violation;
  - 4) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

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

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

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

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

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

- (a) Contractor shall maintain all required records for three (3) years after the County makes final payment and all other pending matters are closed, and shall be subject to the examination and/or audit of the County, a Federal grantor agency, and the State of California.
- (b) Reporting and Record Keeping: Contractor shall comply with all program and fiscal reporting requirements set forth by appropriate Federal, State and local agencies, and as required by the County.
- (c) Contractor agrees to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representatives, and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules and regulations, and this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

#### 14. Merger Clause.

This Agreement, including the Exhibits and Attachments attached hereto and incorporated herein by reference, constitutes the sole Agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this Agreement's date. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the parties. In the event of a conflict between the terms, conditions, or specifications set forth herein and those in Exhibits "A" and "B" attached hereto, the terms, conditions, or specifications set forth herein shall prevail.

#### 15. Controlling Law.

The validity of this Agreement and of its terms and provisions, as well as the rights and duties of the parties hereunder, the interpretation, and performance of this Agreement shall be governed by the laws of the State of California.

#### 16. Amendments.

The Chief Information Officer or his designee will be authorized to execute contract amendments which modify the County's maximum fiscal obligation by no more than \$25,000 (in aggregate), and/or modify the Contract term and/or services so long as the modified term of services is/are within the current or revised (fiscal provisions.

#### 17. Notices.

Any notice, request, demand, or other communication required or permitted hereunder shall be deemed to be properly given when deposited in the United State mail, postage prepaid, or when deposited with a public telegraph company for transmittal, charges prepaid, addressed to:

#### In the case of County, to:

San Mateo County Information Services Department Chris Flatmoe, CIO/Director 455 County Center, Third Floor Redwood City, CA 94063

In the case of Contractor, to:

Jadara Group Mohammad Kanaan 2020 Hurley Way, Suite 305 Sacramento, CA 95825

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

#### **COUNTY OF SAN MATEO**

A Political Subdivision of the State of California

	By:  Adrienne Tissier, President,  Board of Supervisors, San Mateo County	
	Date:	
ATTEST:		
By: Clerk of Said Board		

By: Many Annal Kanaan (Printed Name)

Date: 6/16/2008

# EXHIBIT A - SERVICES AGREEMENT BETWEEN COUNTY OF SAN MATEO AND JADARA GROUP

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

#### SCOPE OF WORK.

Contractor will provide professional services to develop, design, and implement an Enterprise Project Management Office (EPMO), using Primavera P6 and HMS TimeControl software.

Contractor will perform/provide the following:

#### STEP 1:READINESS ASSESSMENT.

The primary purpose of the Readiness Assessment is to form an understanding of the County's project management environment, processes, and business, confirm County Management support, set expectations, focus on goals and objectives, assess organizational and cultural factors, initiate preparation for infrastructure and staff, documenting risks and assumptions, and plan the implementation. Completion of this step will require completion by the Contractor the following activities:

- Project Kick-Off Meeting: Contractor's Engagement Manager will kick-off the project and form the
  implementation team. The Implementation Team will consist of a core team of five to seven
  individuals responsible for directing and performing the implementation (Project Manager and an
  on-site consultant) and an extended team that will provide input/feedback from all applicable areas
  (DBAs, programmers, IT Support, etc.).
- Develop Implementation Strategy: Contractor will define, at a high-level, the components that will be rolled-out and deployed, and will define the implementation strategy as a single phase or multiple phases, depending on the size and complexity of the implementation.
- Implementation Strategy Approval: Mutual agreement between County and Contractor.
- Evaluate Technical Environment: Contractor will assess the County's hardware and software environment and recommend a platform to support the intended solution.
- Hardware Suitability Sign Off: To ensure agreement between County and Contractor on hardware suitability, Contractor will do a final sign-off before the County purchases hardware for the implementation.
- Install Software: Contractor and County will install the Primavera and Time Control software in a development platform.
- Initiate/Develop Implementation Plan: Contractor will outline the project implementation "execution" plan, which will include defining a risk management plan, change management plan, quality management plan, communication management plan, issues management plan, and implementation project reporting requirements.
- Implementation Plan Approval: Mutual agreement between County and Contractor.
- Determine Reporting and Process/Procedures Requirements: The Implementation Team will
  conduct the requirements definition effort including defining the high level reporting requirements,
  complementary project management processes, and IT governance processes (as related to the
  Primavera Software); software use procedures, and incorporating the recommendations and
  findings from IT governance, strategic alignment, and project prioritization efforts (performed
  separately by the County). The Implementation Team will also develop an inventory of all required
  reports and processes/procedures.

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Requirements Approval: Mutual agreement between County and Contractor.

#### **DELIVERABLES**

Completion of this step will be indicated by delivery of the following documents:

- Kick-Off Meeting Document: The plan for the implementation kick-off which will establish an agenda and document the resulting discussions, actions, and next steps.
- Implementation Strategy: The plan will define how much of the PPM tool will be rolled out, to what groups of users, and when.
- Technical Environment Questionnaire: This document is designed to ensure understanding of the hardware and software environment prior to the onsite installation of the Primavera software.
- Installation Summary/Development: This document will provide key information concerning both the database server configuration and the Web server configuration for the development environment.
- Implementation Plan: This will be the project execution plan, and will outline the roadmap for implementation by defining a risk management plan, change management plan, quality management plan, communication management plan, issues management plan, and the implementation project reporting requirements.
- Requirements Report: This report will be generated from the Requirements Inventory
  Database. The Database is used by the Contractor to gather all of the requirements for the
  implementation, including PPM tool functionality/configuration settings, processes and
  procedures, and reports.

#### STEP 2: DESIGN.

The primary purpose of the Design Phase is to create a design document/role-based user guide that completely details the software configuration, including portfolio configuration, data structures, reports and procedures that must exist to support and operate the Primavera software in a production environment. Completion of this step will require completion by the Contractor the following activities:

- Provide Core Team Training: Contractor will provide Core Team training including an overview of the project management software from a configuration standpoint, and system administration topics.
- Confirm High-Level Functionality Requirements and Design Report Specifications: The Implementation Team will focus on the development of reports specifications, data structures and coding libraries, and complementary procedures.
- Develop Data Structures (To be used in the Design Document): Contractor will provide tables to document all the customization options available when configuring the database.
- Design Report Specifications: Mutual agreement between County and Contractor.
- Develop Processes and Procedures (To be used in the Design Document): Contractor will provide a representative list of procedures that the County will follow when using the system. The procedures will be limited to tool-specific areas, not to duplicate the on-line help function, training material, or user reference manuals.
- Finalize Design: After selecting which procedures apply to the implementation, each individual
  procedure is developed and compiled into a separate document that will serve as a complement to
  the Design Document.
- Design Approval: Mutual agreement between County and Contractor.
- Plan for Pilot: Mutual agreement between County and Contractor.

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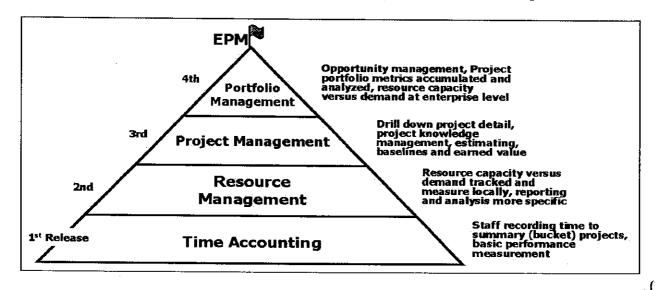
- TimeControl QuickStart deployment: Includes installation, configuration, and population of the data tables.
- Modification to TimeControl (Transfer Comments to Primavera): A designated area within
  Primavera will be identified where notes will be transferred from TimeControl, and agreement will
  be made as for handling situations where there are already notes in the field, where notes exceed
  the capacity for that field or other potential data transfer issues.
- Modification to TimeControl (Transfer overhead separately to Primavera): The TimeControl transfer
  to Primavera will be modified to transfer regular and overtime hours distinctly and to identify the
  overtime hours and costs in Primavera.
- TimeControl Onsite assistance with Timesheet procedures.

#### **DELIVERABLES.**

Completion of this step will be indicated by delivery of the following documents:

- Functionality Matrix: This document will serve as a "menu" of all items contained in the PPM tool
  software, and will be used as a preliminary outline of the items of functionality that will be
  addressed during the implementation. Each item will be evaluated and categorized for low,
  medium, or full functionality utilization. The matrix will also provide the base functionality
  documentation and serve as a primer for further configuration.
- Design Document: This document will assist in the deployment of the products by outlining the
  reporting specifications, configuration options and procedures used to customize and deploy
  the database(s) during implementation. This document will include a Data Structures Section
  (tables to document all the customization options available when configuring the database), a
  Procedures Section (provides a representative list of procedures the County will follow when
  using the system), Project Management Software Procedures Document (will define the
  communication points, protocols, system/user interfaces and will be limited to tool-specific
  areas), and Project Management Processes Document (will define the processes the County
  will follow in terms of the project management cycle, and will address the inputs and outputs at
  each project management phase).

Though functionality will be rolled-out together, not a release-based approach, the intended approach is for Contractor to guide the County through the increasing maturity levels shown in this diagram:



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**STEP 3: PROTOTYPE AND TEST.** This phase will be used as a demonstration of the configured system and the processes developed and recommended in the Design Document. Completion of this step will require completion by the Contractor the following activities:

- Develop Prototype Test Plan.
- Prototype Test Plan Approval.
- Develop Functional Test Scripts.
- Develop Load Test Scripts.
- Build Prototype.
- Perform Functional Test Scripts.
- Perform Load Test Scripts.
- Make Modifications to Documentation.
- Prototype Testing Completed.

#### DELIVERABLES.

Completion of this step will be indicated by delivery of the following documents:

- Prototype Testing Plan: The plan will describe the testing objectives, areas to be tested, assumptions, risks, and will provide a detailed list (inventory) of planned test scripts.
- Functional Test Scripts: This document will outline the specific test to be conducted by defining the steps, desired outcome, actual outcome, and associated layouts, reports, and procedures.
- Completed Functional Tests Document: This document is a compilation of all completed functional tests.

**STEP 4: PILOT.** During this phase, a small sample of users will begin using Primavera. The application will be configured with familiar data and terminology. Changes to the processes or data structures will be implemented and documented before completing the pilot.

Completion of this step will require completion by the Contractor the following activities:

- Develop Draft Pilot Plan.
- Form Pilot Group/Kick-Off.
- · Pilot Plan Approval.
- Perform Pilot Installation and Database Setup.
- Develop Configuration and Procedures Overview.
- Provide Pilot Team Training.
- Run Pilot.
- TimeControl Pilot.
- Complete Pilot.

#### DELIVERABLES.

Completion of this step will be indicated by delivery of the following documents:

 Pilot Plan (Production Validation Plan): This document will define the pilot objectives, specific communication requirements, training requirements, pilot roles, pilot group members, pilot projects, assumptions, risks, installation and pilot environment setup, and coaching/mentoring considerations. <u>STEP 5: ROLLOUT.</u> This phase will include the production server installation and configuration, user workstation configuration, project data input and/or migration, change management, and training/mentoring of users.

Completion of this step will require completion by the Contractor the following activities:

- Develop Rollout Plan/Punchlist.
- Rollout Plan Approval.
- Initiate Internal Marketing.
- Production Server Configuration.
- Initiate Rollout and Rollout Training.
- Rollout Complete (PM Software in Production).
- Initiate TimeControl Rollout and Rollout Training.

#### **DELIVERABLES.**

Completion of this step will be indicated by delivery of the following documents:

- Rollout Plan: The Rollout Plan defines the rollout objectives, risks and assumptions, and will
  address the production server installation and configuration, user workstation configurations,
  project data input and/or migration, marketing of the new system, and training/mentoring of
  users.
- Installation Summary Production: This document will provide key information concerning both the database server configuration and the Web server configuration for the production environment.

**STEP 6A:** ASSESSMENT. During and/or after the rollout, an evaluation will be conducted to identify the success of the implementation.

Completion of this step will require completion by the Contractor the following activities:

- Compare original Implementation Scope and Engagement Objectives to final implementation schedule and successes.
- Identify problems: Solved, Existing, and Anticipated.
- Deliver copy of original baseline schedule and completed implementation schedule.
- Identify improvements that can be made to current system.
- Discuss new directions and capabilities of the system.
- Lessons learned.

#### DELIVERABLES.

Completion of this step will be indicated by delivery of the following documents:

Implementation Final Assessment Report: This report will include a comparison of the original
implementation scope and engagement objectives to the final implementation schedule and
successes, and problems solved, still existing, or anticipated (including technical problems or
needs that have been identified.) The report will also include a discussion of new directions
and capabilities of the system, along with a copy of the original baseline schedule and the
completed implementation schedule. The report will also include lessons learned from the
implementation.

<u>STEP 6B: TRANSITION TO SUPPORT.</u> Upon completion of the Rollout and Assessment, Contractor will initiate the transition to support.

#### **COUNTY DELIVERABLE.**

County will provide the following:

• Develop a support plan that includes internal escalation protocols and contact lists. This plan should outline where each user should turn for technical help.

**HARDWARE RECOMMENDATIONS.** Contractor's recommendations for server sizing and the estimated server costs are based on the understanding of the County's current requirements, as made available to Contractor during the proposal process. The recommendations may change based on the County's architecture requirements and standard infrastructure requirements and policies. The recommendations are as follows:

- Server Specifications: Intel 3.0Ghz Core Duo, 4GB RAM, Windows 2003 Server 64-bit, Per 1-8 Processor Server R2, Enterprise Edition.
- (1) Database Server and (1) Application Server per each environment (development/testing and production).
- Primavera software and the TimeControl application will share an application server machine, as well as a database server machine.

#### TRAINING. Contractor will provide training on the following items:

- Primavera Core Team Training: This training will occur early in the Design Step. Contractor will
  facilitate training to the Core Team. This will cover an overview of the project management
  software from a configuration standpoint. The objective is to provide key County staff with enough
  exposure to the system in preparation for the design effort.
- Primavera Pilot Group Training: This training will occur in the Pilot Step. Contractor will walk the
  Pilot Group through an overview of the project management software, and provide specific
  software training (myPrimavera Projects, Resources, and Executive Dashboards). Training is
  limited to a maximum of (8) students to maximize student/trainer interaction. This training will also
  involve ISD management (content for management, during this training, will only include the
  functionality needed to support County business needs and requirements.
- Primavera Rollout Training: This training will include the remaining project managers, management, and users who were not part of the Core Team or Pilot Group training. For project managers, training will be a combination of Primavera standard training classes. For management, training will only include the functionality needed to support County business needs and requirements. The requirements will be gathered during the Design Step.
- Primavera Training Manuals and Documentation: The County will receive a complete set of product documentation including:
  - 1. Project and Methodology Management User Guide.
  - 2. Administrator's Guide.
  - Web documentation.
  - 4. Tested Configurations.
  - 5. Data mapping documentation.
  - 6. Schema and Technical documentation.
  - 7. In software context-sensitive help.

The County may copy and distribute the Product Documentation as needed (soft PDF copies are included). Contractor will deliver (75) training manuals. Primavera training manuals are copy-protected and cannot be copied or edited by the County.

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Based on the County's request for a subcontract with HMS, Subcontractor will provide the training of the TimeControl Administrator.

Subcontractor will provide the following training/coaching:

- "Timesheet procedures": Subcontractor will coach County for onsite payroll and HR procedures, including how to create validation rules, how to filter and report on data, and how to create a weekly timesheet collection process. The County must determine if this coaching is necessary. If the coaching is necessary, this coaching will be scheduled prior to, or as part of QuickStart deployment of TimeControl.
- "Optional Training for Users": Subcontractor will provide training for TimeControl users. The training will take three days with (20) participants per day.

Summary of Task Hours and Deliverables.

Implementation Step/Role	Contractor Estimated Effort Hours	Deliverables
Readiness Assessment, Planning and Requirements**	154	
Kick-off Meeting	12	Kick-off Meeting Document
Develop Implementation Strategy	18	-
Implementation Strategy Approval	0	Implementation Strategy
Evaluate Technical Environment	9	Technical Environment Questionnaire
Review Tool Administration Overview	8	
Install Software	27	Installation Summary- Development
Install TimeControl QuickStart*	40*	
Develop Implementation Plan	27	
Implementation Plan Approval	0	Implementation Plan
Determine Reporting Requirements	24	1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1
Determine Process/Procedures Requirements	24	
Requirements Approval	0	Requirements Report
Perform Formal Assessment, Readiness Assessment	5	
Design**	193	
Provide Core Team Training	40	
Confirm High Level Functionality Requirements	8	Functionality Matrix
Comments Transferred to Primavera*	16*	
Overhead Transferred to Primavera*	24*	
Designated Indirect Tasks*	0*	
Materials Entry*	0*	
Timesheet Procedures*	40	
Develop Data Structures	24	
Design Report Specifications	40	
Develop Processes and Procedures	60	
Finalize Design Document, Processes and Procedures	8	
Design Document, Processes and Procedures Approval	0	Design Document
Plan for Pilot	8	
Perform Formal Assessment, Design	5	
Prototype and Testing**	135	
Review Design Documentation	4	
Develop Prototype Test Plan	27	
Prototype Test Plan Approval	0	Prototype Testing Plan

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Build Prototype Database	24	
Develop Functional Test Scripts	16	Functional Test Scripts
Develop Load Test Scripts	27	
Perform Functional Tests	16	
Perform Load Tests	12	Completed Functional Tests Document
Make Modifications to Documentation and Database	4	
Configuration	4	
Prototype Testing Completed	0	
Perform Formal Assessment, Prototype Testing	5	
Pilot**	163	
Develop Draft Pilot Plan	12	Pilot Plan
Form Pilot Group/ Kick-off	4	
Develop Configuration and Procedures Overview	16	
Run Pilot	60	
Perform Pilot Installations and Database Setup	24	
Perform Formal Assessment, Pilot	4	
Perform Formal Assessment, Pilot	1	
Develop Draft Pilot Plan	2	
Provide Pilot Team Training	40	
Subcontractor onsite for support of pilot*		
Rollout**	101	
Develop Rollout Plan/Punchlist	8	
Rollout Plan Approval	0	Rollout Plan
Initiate Internal Marketing	24	
Production Server Configuration	24	Installation Summary-Production
Initiate Rollout and Rollout Training	45	
TimeControl Training*	24*	
Rollout Complete (PM Software in Production)	0	
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Assess Results**	33	
Perform Formal Assessment	18	
Documentation of Results Achieved	9	Implementation Final Assessment Report
Project Closeout	6	
Implementation Complete	0	***

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\*Per the County's request, Contractor will subcontract the installation, configuration, population of data tables, and training of the TimeControl Administrator including the following time capture elements to integrate with Primavera:

#### Notes regarding Summary of Task Hours and Deliverables Table (above)

- "Comments transferred to Primavera": This function will be designed by the County, Contractor, and subcontractor. The location, within Primavera, where notes will be transferred, and how to handle situations where there are already notes in that field where the notes exceed the capacity for that field or other potential data transfer issues, must be determined. This modification must be completed prior to the onsite deployment.
- "Overhead transferred separately to Primavera": This modification to TimeControl will allow the transfer of regular and overtime hours distinctly into Primavera, and will help to identify overtime hours and costs in Primavera. This modification must be completed prior to the onsite deployment.
- "Designated indirect tasks": TimeControl currently does not support this feature exactly per County specifications. While filtered charge lists are possible, they are typically restricted by employee rather than user. If the County wants this modification, subcontractor will properly change and test this modification.
- "Materials entry": This function, in TimeControl, includes an expense report interface where nonlabor costs can be attached to a timesheet. This is the primary method of capturing materials entry within TimeControl. The County must verify that this interface is acceptable for this purpose.

<u>Subcontractor Deliverables.</u> Contractor will ensure Subcontractor provides the following deliverables:

- TimeControl Software
- Modifications to TimeControl
- Onsite assistance for QuickStart and Timesheet procedures

The following are the County's requirements for the Weekly Timesheets that will be supported by the Subcontractor TimeControl software:

- **1.0** A minimum of Service Request ID, Task ID, Earning Type Code, Billing Rate Indicator, and Comment are required for each Time Entry line item, if any time (hours) are entered. Comments are not required, but are optional, if the time entry is associated with an Indirect Service Request.
- **2.0** Time Entry is available (essentially) 24x7 and from any location/workstation that has secured network access e.g. no specific client side software is required.
- **3.0** A Time Reporter can enter hours for each/any day of the week (Sunday thru Saturday), including Comment, for each Time Entry line item. The Comment is on a Time Entry line item basis. (It doesn't matter if 2 time entry lines look "exactly" the same).
- This will be supported with custom modification as per subcontractor.

**4.0** The entry of Overtime hours must be a separate Time Entry line item from the entry of non-Overtime hours — even if the time is for the same Task. (Overtime and Regular Time Entry line items will always differ by Earning Type Code and may differ by Billing Rate Indicator. Additionally, the employee has the option of choosing between a number of different options for pay type for overtime hours.)

<sup>\*\*</sup>Total hours for each Step

- This will be supported with custom modification as per subcontractor.
- **5.0** The Earning Type Code is always defaulted to 001 on a Time Entry line item except in the case of Indirect Service Request Tasks, which will each be associated with their own individual Earning Type code. An Earning Type Code of 001 or one classified as Overtime can be changed by/for an Employee -- to one of the Overtime, or 001, Earning Type Codes on a given Time Entry line item.
- **6.0** Billing Rate Indicator should default to "1" for Project and Support Service Request tasks and to "0" for Indirect tasks. For Project and Support Service Request Tasks, the Billing Rate Indicator can be changed to "0", "2" or "3" if the Service Request Billing Flag is "B" or "F" (I.e. not for "N" Service Requests). [1 = standard billing; 2 = premium (1.5x) billing; 3 = priority (2x) billing; 0 = do not bill. This is a required field.]
- **7.0** A Time Reporter must be able to pick from their Indirect Service Request Task List. When the user selects an Indirect Service Request Task, the appropriate Earning Type Code is automatically populated along with Service Request ID and Task ID to the time entry screen. The Indirect Service Request buckets capture accounting for "non-productive/overhead hours" (e.g. vacation time, sick leave, training, staff meeting). There is one Indirect Service Request.
- **8.0** Certain, designated Tasks on each Indirect Service Request Task List may only be entered into a Time Reporter's Time Entries by the Payroll Specialist. (These constitute the set of "non-productive/overhead hours" Earning Type Codes that are designated as reserved for Payroll Specialist use only e.g. Leave without Pay, etc.)
- **9.0** A Time Reporter must be able to pick from a list of Tasks assigned to them. (These tasks are those assignments to the individual from the task screen that have not been closed (or Inactivated) by the project managers/administrators and/or marked completed by the individual.)
- **10.0** A Time Reporter must be able to pick from a list of all active (non-indirect Service Request) Tasks even if the task is not assigned to the individual.

(These are for any Project or Support Service Request Tasks that are not marked as Inactive.)

11.0 The "Lookup" list of Tasks presented to a Time Reporter (e.g. in #10.0) must be searchable/capable of being filtered. Find/Search criteria support must include:

- a) Find by Service Request ID
- b) Find by Service Request name
- c) Find by Task ID
- d) Find by Task Name
- e) Find by Job Org Code

This Find feature must also support partial string searches.

**12.0** A Time Reporter can mark one or more of their assignments complete, or adjust their estimated remaining hours, for an assigned Task – even without entering Hours, Earning Type or Comment for those assignments on that week's time card.

- **13.0** Time (Hours) and Comments can still be entered against a Task even if it has been marked as Complete/Closed. However, nothing (except adjustment transactions) can be entered against a Task that is Inactive.
- **14.0** A Time Reporter can optionally identify an Asset that the Time Entry line item pertains to. (For support activities that deal with equipment maintenance and repair, this ability serves to build a Maintenance History Log against these assets from a single point of data entry.)
- **15.0** A Time Reporter can optionally identify a (Help Desk/WorkTag) Ticket ID that the Time Entry line item pertains to. (For support activities that deal with Problem Reports or small/non-project customer service requests, this allows the coordination of the various time entries that may be associated with each individual problem/request. Additionally, for example for Problem Tickets, this provides a single point of data entry for functionality such as Problem Analysis.)
- **16.0** A Time Reporter can enter a (work) comment against a Task even without entering any time (hours) on that Time Entry line item.
- **17.0** A Time Reporter can enter future date transactions that will only be (fully) processed during the appropriate period/week.
- 18.0 A Time Reporter's Time Entries can be entered and/or changed by:
  - a) The specific Time Reporter
  - b) Any Time Manager (or the delegated Time Manager for the Time Reporter's Home Org)
  - c) The Payroll Specialist (or their backup)
  - d) Batch entry by data entry personnel
- **19.0** The ability for the Payroll Specialist to close the Time Entry process for the "current preliminary week" prohibiting data entry access to everyone other than Time Mangers, delegated Time Managers and the Payroll Specialist. (This provides the first step procedural control for verification and completion of the week's Time Entries on the path toward closing/posting that week's time entries to ensure that all work activities are accurately reported.)
- **20.0** The ability for the Payroll Specialist to close the Time Entry process for the "current preliminary week" prohibiting data entry access to everyone other than the Payroll Specialist. (This provides the second step procedural control for verification and completion of the week's Time Entries on the path toward closing/posting that week's time entries to ensure that all payroll rules and requirements are met.)
- **21.0** The ability for the Payroll Specialist to Post the "current preliminary week" Time Entries on a weekly basis. (This process normally occurs on Monday afternoon for the prior Sun-Sat week's data, but depending on Holidays, etc. it may also happen on Tuesday mornings.) Once a period/week is posted, no direct data entry or changes are allowed to Time Entries (only "balanced" Time Entry adjustments may be processed against Posted Time Entries).
- **22.0** A Time Reporter can optionally identify that a (fixed-price) Service has been performed with the accomplishment of the Time Entry line item. (This supports the policy whereby some support services are billed to the customer as fixed price Services rather than on a Time and Materials (T&M) basis; in these

cases the Billing Rate Indicator would be 0 (no-charge) and the customer would instead be billed on the basis of the Service's "list price".)

**23.0** Ability to link a Time Entry line item to a Parts/Materials Used data collection process to allow consolidated data entry of Time and Materials.

The methods and techniques used to provide services to the County are within the Contractor's discretion, but subject to the County's Information Services Department's technology policies, guidelines, and requirements. The amount of time, specific hours, and location of the performance of Contractor's services is also left to the Contractor's discretion provided that Contractor coordinates with the County departments as needed.

#### **EXHIBIT B – PAYMENTS AND RATES**

## AGREEMENT BETWEEN COUNTY OF SAN MATEO AND JADARA GROUP

In consideration of the services provided by Contractor in Exhibit "A", County shall pay Contractor based on the following fee schedule:

#### 1. SCHEDULE OF CHARGES.

TIMECONTROL SOFTWARE (170 LICENSES @ \$100 EA)*	\$17,000
TIMECONTROL MAINTENANCE/SUPPORT (YEARS 2 AND 3 @ \$3,400/YR)	\$6,800
TIMECONTROL IMPLEMENTATION SERVICES	\$26,700
TIMECONTROL TRAINING	\$3,600
TIMECONTROL MISCELLANEOUS EXPENSES (TRAVEL, MISC)	\$15,000
PRIMAVERA IMPLEMENTATION SERVICES	\$145,360
PRIMAVERA TRAINING MANUALS	\$9,750
PRIMAVERA MISCELLANEOUS EXPENSES (TRAVEL, MISC)	\$23,000
SUBCONTRACT EXPENSES	\$6,500
CONTINGENCY COST	\$25,000
TOTAL	\$278,710

<sup>\*</sup>TimeControl software to be delivered electronically, and cost includes first year maintenance/support.

County will pay Contractor according to the following Deliverables:

#### Milestone 1: \$67,705

#### Deliverables:

- Primavera Functionality Matrix
- Primavera Implementation Kickoff Meeting Document
- Primavera Overall Implementation Strategy
- Primavera Technical Environment Questionnaire
- Primavera Installation Summary (Development)
- Implementation Plan
- Primavera Requirements Report
- TimeControl Software
- Primavera Core Team Training

Approximate Date – August 31, 2008

#### Milestone 2: \$60,650

#### Deliverables:

- Primavera Design Document
- Primavera Data Structures
- Primavera Time Keeping Procedures
- Project Management Software Procedures Document
- Project Management Processes Document
- TimeControl Software installed and configured
- TimeControl Software Processes and Procedures Completed

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TimeControl Modified
 Approximate Date – September 30, 2008

#### Milestone 3: \$47,870

Deliverables:

- Primavera Prototype Test Plan
- Primavera Functional Test Scripts
- Primavera Completed Functional Tests Document
- Primavera Production Validation (Pilot) Plan

Approximate Date - October 31, 2008

Milestone 4: \$63,340

Deliverables:

- Primavera Rollout Plan
- Primavera Installation Summary Production
- Primavera Rollout in Production
- TimeControl Rollout in Production

Approximate Date - November 30, 2008

Milestone 5: \$7,345

Deliverables:

 Primavera Implementation Final Assessment Report Approximate Date – December 31, 2008

#### Maintenance - Year 2: \$3,400

• TimeControl Maintenance and Support for Year 2 Approximate Date – July 2009

#### Maintenance - Year 3: \$3,400

TimeControl Maintenance and Support for Year 3
 Approximate Date – July 2010

Subcontractor will provide the County's Information Services Department with original receipts for all reimbursable expenses. Subcontractor shall be reimbursed for mileage at \$.51 per mile, and direct costs for lodging, car rental, and airfare. Meals shall be reimbursed at the County's per diem rate of \$45 per day.

The County will submit payment within thirty (30) days of receipt of invoice upon the approval of work performed during the billing cycle.

In no event shall total payment under this Agreement exceed TWO HUNDRED SEVENTY EIGHT THOUSAND SEVEN HUNDRED TEN DOLLARS (\$278,710).

Contractor agrees that the requirements of this Agreement pertaining to the protection of proprietary rights and confidentiality shall survive termination of this Agreement.

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