



Should any changes to the Project Scope, as described in eWay Corp's Statement of Work (attached within Exhibit A), occur, the parties will address those changes in accordance with the Change Control process as stated on page twenty (20) in eWay Corp's Statement of Work. If any changes to the Project Scope will result in an increase to the above Limit of Appropriation, the parties agree to discuss increasing the amount of funds appropriated by County in the Limit of Appropriation in relation to the change in Project Scope. However, in no event will the amount paid by the County for all services under this Agreement exceed this Limit of Appropriation without an amendment executed by the parties. eWay Corp acknowledges that the allocation of additional funds by County requires approval by the County's Commissioners Court, and such approval is not guaranteed.

Travel and mileage expenses incurred in the performance of required services will be compensated only when approved in advanced by County and provided that expenses comply with the County's Travel Policy, a copy of which is attached within Exhibit A to this Agreement.

4. **Public Information Act.** eWay Corp expressly acknowledges that County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by eWay Corp shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed. The terms and conditions of the Agreement are not proprietary or confidential information.
5. **Indemnity.** The parties agree that under the Constitution and laws of the State of Texas, County cannot enter into an agreement whereby County agrees to indemnify or hold harmless another party; therefore, all references of any kind to County defending, indemnifying, holding or saving harmless eWay Corp for any reason are hereby deleted. eWay Corp shall indemnify and defend County against all losses, liabilities, claims, causes of action, and other expenses, including reasonable attorney's fees, arising from activities of eWay Corp, its agents, servants or employees, performed under this agreement that result from the negligent act, error, or omission of eWay Corp or any of eWay Corp's agents, servants or employees.
6. **Product Assurance.** eWay Corp represents and warrants that its hardware, software and any related systems and/or services related to its software and/or hardware (collectively, the "Product") furnished by eWay Corp to County will not infringe upon or violate any patent, copyright, trademark, trade secret, or any other proprietary right of any third party. eWay Corp will, at its expense, defend any suit brought against County and will indemnify County against an award of damages and costs (including reasonable attorney fees, court costs and appeals), made against County by settlement or final judgment of a court that is based on a

claim that the use of eWay Corp's Product infringes an intellectual property right of a third party. Such defense and indemnity shall survive termination or expiration of the Agreement and eWay Corp's liability for the above is not limited by any limitation of liability clauses that may appear in any document executed by the Parties.

7. **Applicable Law; Arbitration; Attorney Fees.** The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity. County does not agree to submit disputes arising out of the Agreement to binding arbitration. Therefore, any references to binding arbitration or the waiver of a right to litigate a dispute are hereby deleted. County does not agree to pay any and/or all attorney fees incurred by eWay Corp in any way associated with the Agreement.
8. **No Waiver of Jury Trial.** The County does not agree that all disputes (including any claims or counterclaims) arising from or related to this Agreement shall be resolved without a jury. Therefore, any references to waiver of jury trial are hereby deleted.
9. **Certain State Law Requirements for Contracts.** The contents of this Section are required by Texas Law and are included by County regardless of content.
  - a. Agreement to Not Boycott Israel Chapter 2271 Texas Government Code: By signature below, eWay Corp verifies eWay Corp does not boycott Israel and will not boycott Israel during the term of this Agreement.
  - b. Texas Government Code § 2252.152 Acknowledgment: By signature below, eWay Corp represents pursuant to § 2252.152 of the Texas Government Code, that eWay Corp is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under § 806.051, § 807.051, or § 2252.153.
10. **Modifications and Waivers.** The parties may not amend or waive this Agreement, except by a written agreement executed by both parties. No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under this Agreement, and no course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition. The rights and remedies of the parties set forth in this Agreement are not exclusive of, but are cumulative to, any rights or remedies now or subsequently existing at law, in equity, or by statute.
11. **Human Trafficking.** BY ACCEPTANCE OF CONTRACT, EWAY CORP ACKNOWLEDGES THAT FORT BEND COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.
12. **Use of Customer Name.** eWay Corp may use County's name without County's prior written consent only in any eWay Corp's customer lists, any other use, including but not limited to use of the County's logo, must be approved in advance by County.

If eWay Corp requests the use of the County's logo, and consent is given by the County for use of the County's logo, then the County's logo may be displayed in eWay Corp's customer lists. The County's logo may not be modified in any way. Any other use of the County's logo will require written permission from the County. eWay Corp acknowledges that consent to utilize the County's logo may require approval by the County's Commissioners Court, and, such approval is not guaranteed.

13. **Performance Warranty.** eWay Corp warrants to County that eWay Corp has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession practicing in the greater Houston metropolitan area and eWay Corp will apply that skill and knowledge with care and diligence to ensure that the services provided hereunder will be performed and delivered in accordance with the highest professional standards.

eWay Corp warrants to County that the services to be performed for County pursuant to this Agreement will be free from material errors and will materially conform to all requirements and specifications contained in the attached Exhibit A.

14. **Conflict.** In the event there is a conflict between this Addendum and the Agreement, this Addendum controls.
15. **Understanding, Fair Construction.** By execution of this Addendum, the parties acknowledge that they have read and understood each provision, term and obligation contained in this Addendum. This Addendum, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the nondrafting party.
16. **Inspection of Books and Records.** eWay Corp will permit County, or any duly authorized agent of County, to inspect and examine the books and records of eWay Corp for the purpose of verifying the amount of work performed under the Scope of Services. County's right to inspect survives the termination of this Agreement for a period of two (2) years.
17. **Captions.** The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.
18. **Electronic and Digital Signatures.** The Parties to this Agreement agree that any electronic and/or digital signatures of the Parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as the use of manual signatures.
19. **County Data.** Nothing in this Agreement will be construed to waive the requirements of § 205.009 of the Texas Local Government Code.
20. **Successors and Assigns.**
- a. This Agreement shall be binding on the heirs, successors and assigns of the parties hereto.
  - b. eWay Corp shall not assign, sublet or transfer its interest or obligations in and under this Agreement without the prior, written consent of County.
  - c. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County.

21. **Ownership and Reuse of Documents.** All documents, data, reports, research, graphic presentation materials, etc., developed by eWay Corp as a part of its work under this Agreement, shall become the property of County upon completion of this Agreement, or in the event of termination or cancellation thereof, at the time of payment under § 2 for work performed. eWay Corp shall promptly furnish all such data and material to County on request.
22. **Personnel.** eWay Corp represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for the timely performance of the services required under this Agreement and that eWay Corp shall furnish and maintain, at its own expense, adequate and sufficient personnel, in the opinion of County, to perform the services when and as required and without delays.

All employees of eWay Corp shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of eWay Corp or agent of eWay Corp who, in the opinion of County, is incompetent or by his conduct becomes detrimental to providing Services pursuant to this Agreement shall, upon request of County, immediately be removed from association with the Services required under this Agreement.

When performing services for the County, eWay Corp shall comply with, and ensure that all eWay Corp Personnel comply with, all rules, regulations and policies of County that are communicated to eWay Corp, including security procedures concerning systems and data and remote access thereto, building security procedures, including the restriction of access by County to certain areas of its premises or systems for security reasons, and general health and safety practices and procedures.

23. **Compliance with Laws.** eWay Corp shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required by County, eWay Corp shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.
24. **Confidential Information.** eWay Corp acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire information that is confidential to County. Any and all information of any form obtained by eWay Corp or its employees or agents from County in the performance of this Agreement shall be deemed to be confidential information of County ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by eWay Corp shall be treated with respect to confidentiality in the same manner as the Confidential Information. Confidential Information shall be deemed not to include information that (a) is or becomes (other than by disclosure by eWay Corp) publicly known or is contained in a publicly available

document; (b) is rightfully in eWay Corp's possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; or (c) is independently developed by employees or agents of eWay Corp who can be shown to have had no access to the Confidential Information.

eWay Corp agrees to hold Confidential Information in strict confidence, using at least the same degree of care that eWay Corp uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of Services to County hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. eWay Corp shall use its best efforts to assist County in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, eWay Corp shall advise County immediately in the event eWay Corp learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and eWay Corp will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or eWay Corp against any such person. eWay Corp agrees that, except as directed by County, eWay Corp will not at any time during or after the term of this Agreement disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of this Agreement or at County's request, eWay Corp will promptly turn over to County all documents, papers, and other matter in eWay Corp's possession which embody Confidential Information.

eWay Corp acknowledges that a breach of this Section, including disclosure of any Confidential Information, or disclosure of other information that, at law or in equity, ought to remain confidential, will give rise to irreparable injury to County that is inadequately compensable in damages. Accordingly, County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. eWay Corp acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interest of County and are reasonable in scope and content.

eWay Corp in providing all services hereunder agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.

25. **Dispute Resolution.**

25.1. Demand. The parties will attempt to resolve any claim or controversy related to or arising out of this Amendment, whether in contract or in tort ("**Dispute**"), on a confidential basis, subject to the Texas Open Meetings Act, according to the following process, which either party may start by delivering to the other party a written notice describing the dispute and the amount involved ("**Demand**").

25.2. Dispute Resolution. After receipt of a Demand, authorized representatives of the parties will meet at a mutually agreed upon time and place to try to resolve the Dispute by negotiation. If the Dispute remains unresolved after this meeting, either party may

start mandatory nonbinding mediation through a mediation process as is mutually acceptable to the parties. The mediator will be jointly selected by the parties. If the parties fail to resolve the dispute through non-binding mediation, either party may assert their respective rights and remedies in a state court of competent jurisdiction in Fort Bend County, Texas. Nothing in this section shall prevent a party from seeking necessary injunctive relief during the dispute.

- 25.3. Injunctive Relief. Notwithstanding the other provisions of this Section (Section 25), if either party seeks injunctive relief, such relief may be sought in a court of competent jurisdiction without complying with the Dispute Resolution provisions of this Section and in accordance with Texas laws

## 26. Termination.

26.1. Termination for Convenience. County may terminate this Agreement at any time upon thirty (30) days written notice.

26.2. Termination for Default. County may terminate the whole or any part of this Agreement for cause in the following circumstances:

- (a). If eWay Corp fails to timely perform services pursuant to this Agreement or any extension thereof granted by the County in writing;
- (b). If eWay Corp materially breaches any of the covenants or terms and conditions set forth in this Agreement or fails to perform any of the other provisions of this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in any of these circumstances does not cure such breach or failure to County's reasonable satisfaction within a period of ten (10) calendar days after receipt of notice from County specifying such breach or failure.

26.3. If, after termination, it is determined for any reason whatsoever that eWay Corp was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the County in accordance with § 24.1 above.

26.4. Upon termination of this Agreement, County shall compensate eWay Corp in accordance with § 2, above, for those services which were provided under this Agreement prior to its termination and which have not been previously invoiced to County. eWay Corp's final invoice for said services will be presented to and paid by County in the same manner set forth in § 2 above.

26.5. If County terminates this Agreement as provided in this Section, no fees of any type, other than fees due and payable at the Termination Date, shall thereafter be paid to eWay Corp.

27. **Independent Contractor.** In the performance of work or services hereunder, eWay Corp shall be deemed an independent contractor, and any of its agents, employees, officers, or volunteers performing work required hereunder shall be deemed solely as employees of

eWay Corp or, where permitted, of its subcontractors. eWay Corp and its agents, employees, officers, or volunteers shall not, by performing work pursuant to this Agreement, be deemed to be employees, agents, or servants of County and shall not be entitled to any of the privileges or benefits of County employment.

28. **Publicity.** Contact with citizens of Fort Bend County, media outlets, or governmental agencies shall be the sole responsibility of County. Under no circumstances whatsoever, shall eWay Corp release any material or information developed or received in the performance of the Services hereunder without the express written permission of County, except where required to do so by law.

29. **Severability.** If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

30. **Notices.**

30.1. Each party giving any notice or making any request, demand, or other communication (each, a "Notice") pursuant to this Agreement shall do so in writing and shall use one of the following methods of delivery, each of which, for purposes of this Agreement, is a writing: personal delivery, registered or certified mail (in each case, return receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid).

30.2. Each party giving a Notice shall address the Notice to the receiving party at the address listed below or to another address designated by a party in a Notice pursuant to this Section:

County: Robyn Doughtie, Information Technology Director  
Fort Bend County Information Technology's Office  
301 Jackson Street, Richmond, Texas 77469

With a copy to: Fort Bend County  
Attn: County Judge  
401 Jackson Street  
Richmond, Texas 77469

Contractor: eWay Corp  
ATTN: J.P. Singh, President & CEO  
5721 Merle Hay Road, Ste 22  
Johnston, Iowa 50131

30.3. A Notice is effective only if the party giving or making the Notice has complied with subsections 30.1 and 30.2 and if the addressee has received the Notice. A Notice is deemed received as follows:

30.3.1. If the Notice is delivered in person, or sent by registered or certified mail or a nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt.

30.3.2. If the addressee rejects or otherwise refuses to accept the Notice, or if the Notice cannot be delivered because of a change in address for which no Notice was given, then upon the rejection, refusal, or inability to deliver.

31. **Insurance.** Prior to commencement of the services under this Agreement, eWay Corp shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to County. eWay Corp shall provide certified copies of insurance endorsements and/or policies if requested by County. eWay Corp shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. eWay Corp shall obtain such insurance written on an Occurrence form from such companies having Bests rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the types listed at the minimum limits as described in Exhibit A.

County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation. All Liability policies including Workers' Compensation written on behalf of eWay Corp shall contain a waiver of subrogation in favor of County and members of Commissioners Court.

If required coverage is written on a claims-made basis, eWay Corp warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of two years beginning from the time that work under the Agreement is completed.

(Execution Page Follows)  
(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, this Agreement is signed, accepted, and agreed to by all parties by and through the parties or their agents or authorized representatives. All parties hereby acknowledge that they have read and understood this Addendum and the attachments and exhibits hereto. All parties further acknowledge that they have executed this legal document voluntarily and of their own free will.

**FORT BEND COUNTY**

**EWAY CORP**

\_\_\_\_\_  
KP George  
County Judge

*J.P. Singh*  
\_\_\_\_\_  
Authorized Agent – Signature

\_\_\_\_\_  
Date

\_\_\_\_J.P. Singh\_\_\_\_\_  
Authorized Agent- Printed Name

ATTEST

\_\_\_\_President\_\_\_\_\_  
Title

\_\_\_\_\_  
Laura Richard  
County Clerk

\_\_\_\_09/11/2020\_\_\_\_\_  
Date

Reviewed:

\_\_\_\_\_  
Information Technology Department

**AUDITOR'S CERTIFICATE**

I hereby certify that funds in the amount of \$\_\_\_\_\_ are available to pay the obligation of Fort Bend County within the foregoing Agreement.

\_\_\_\_\_  
Robert Ed Sturdivant, County Auditor

Exhibit A: eWay's Statement of Work and Proposal

# Exhibit A

# STATEMENT OF WORK

## Fort Bend County, Texas

### RFP 20-072

Submitted By

**J. P. Singh**

President & CEO

Email: [jp@ewaycorp.com](mailto:jp@ewaycorp.com)

Phone: 515-243-2800 Ext. 101



partner  
network



eWay is a Targeted Small Business certified by Iowa Development Authority, a Disadvantaged Business Enterprise Certified by the Department of Transportation, an AWS Public Sector Partner, and a partner for Microsoft Azure Government.

Design services provided in partnership with Cooper Smith and Company, an Iowa Targeted Small Business since 1998.

**eway corp**

5721 Merle Hay Road, Ste 22 Johnston, IA 50131

[ewaycorp.com](http://ewaycorp.com)

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# SOW Information

## Project Information

<b>Date Submitted</b>	09/9/2020
<b>Job Name</b>	RFP 20-072 – Website Design Services
<b>Job Number</b>	52394

## Customer Contact

<b>Organization Name</b>	Fort Bend County, Texas
<b>Primary Contact</b>	Dennis Smith
<b>Designation</b>	IT Program/Project Analyst
<b>Address</b>	500 Liberty St, Richmond, Texas 77469
<b>Email</b>	<a href="mailto:Dennis.Smith@fortbendcountytexas.gov">Dennis.Smith@fortbendcountytexas.gov</a>
<b>Phone(s)</b>	(281) 341-4463

## eWay Corp Contact

<b>Organization Name</b>	eWay Corp
<b>Primary Contact</b>	Quinn Gutshall
<b>Designation</b>	Manager Operations
<b>Address</b>	5721 Merle Hay Road, Ste 22, Johnston, IA 50131
<b>Email</b>	<a href="mailto:quinn@ewaycorp.com">quinn@ewaycorp.com</a>
<b>Phone(s)</b>	(515) 243 2800 Ext. 102

# Executive Summary

## Background

Fort Bend County, TX, published Addendum No. 1 – Fort Bend County RFP 20-072 – Website Design Services for Fort Bend County on 4/9/2020 inviting vendors to response to the RFP for redesigning the Fort Bend County, TX (“The County”) public website. eWay Corp (“eWay”) responded to and subsequently won the bid and we propose to redevelop the website using Drupal CMS.

This statement of work outlines requirements, deliverables, timelines, and costs towards this effort. This document is not intended to be exhaustive but will provide guidance on execution of the project. Specifics of the design and development process will be documented upon completion of the discovery phase.

## High Level Requirements Outline

### Websites

Fort Bend County owns and operates the following web sites which are covered under the scope of this project.

- **<https://www.fortbendcountytexas.gov/>** referred to as The Fort Bend County website, which is currently a cloud hosted website solution.
- **<https://www.fortbendcountytexas.gov/government/departments-e-n/healthhuman-services/>** referred to as the Health and Human Services (HHS) site, which is currently a cloud hosted website solution.
- **<http://econnect/>** accessed on County network or via Citrix; referred to as eConnect or the intranet, which is our locally hosted intranet.

## Project Goals

This section represents website design and development goals towards the public facing website. The following section has been extracted from the RFP and abridged to represent top level items only.

### *Public Website*

1. A mobile-responsive, modern layout with consistent styling.
2. A navigational menu system tailored to our citizen's needs. This system does not require them to have familiarity with internal departments and offices to find the information and services they seek.
3. An effective keyword search feature, with filtered and formatted search results, accessible from any page on our website.
4. Customized homepage templates (template gallery) for internal departments and offices who need their own tailored homepage reflective of their unique audience and their reasons for visiting their webpages.
5. Calendar module allowing departments and offices to post events. Includes a single calendar for all county events as well as individual calendars for various departments and offices.
6. News module, similar to a blog, with featured news showcased on the homepage. Departments and offices may post news on their landing pages.
7. Improved digital forms with a mobile-responsive design.
8. A well-structured, easy-to-use content management system for our 100+ editors.
9. Develop and compile a unique set of SEO related guidelines.
10. Incorporation of language translation tools, to reflect the language diversity of Fort Bend County residents. eWay Corp will present a statement of work for a Proof-of-concept project for content translation using tools other than Google Translate.
11. Ensure that the new public website meets minimum standards for Americans with Disabilities WCAG 2.1 Level 2 Web Content Accessibility guidelines.
12. Integration with a chat tool to allow select County staff to answer questions. FBC to choose a chat software in consultation with eWay Corp.
13. A visually appealing weather widget that provides a local weather forecast.

### *Intranet Website*

1. Present and select an appropriate content management system. The county will ask the vendor to provide recommendations in accordance with our project requirements.
2. Migrate the intranet from existing content management system to a new content management system. The intranet will be a separate installation hosted on a different server, not in any way technologically connected to our public website.
3. Allow easy access to the intranet for employees externally, for example from a home computer. This will be achieved via Citrix when outside County Network.

4. Collaborate with us as Fort Bend County works to provide a single log-on to access the intranet and applications it is connected to. For example, our timekeeping or benefits portals. Fort Bend County is working towards eliminating the need for staff to keep separate logins and passwords for a variety of services.
5. Provide **minor design changes** to the homepage of the intranet to better reflect users' needs with page templates may be similar to that created for the new public website where applicable.
6. Implement **minor changes to the navigation system** to improve ease of use for County staff. The navigation menu design may be similar to that which you create for the public website where applicable.
7. Add a forum area where intranet administrators may create forums, and any County staff can ask questions or post information. For example, a "spare stuff" forum for unwanted office furniture or supplies. This will be done using the Drupal 'forum' contributed module.
8. eConnect is hosted on the internal server. FBC Staff to help with understanding current hosting setup

Please Note:

*RE: eConnect - FBC will support until a decision on what needs to happen with the intranet site as per communication between eWay Corp and Fort Bend County staff in August 2020. eWay Corp will hold off on implementation until main website is completed.*

# Responsibilities of Parties

## Responsibilities of eWay Corp

- Discovery discussions with IT staff to review needs and provide detailed solutions.
- Design
  - Homepage
  - Events Landing Page
  - Events Details Page
  - Contact Us
  - News Landing
  - News Detail
  - Department Landing Pages
    - Department A (*Health and Human Services*)
    - Department B (*Sheriff's Office*)
    - Department C (*FBC Unique Template*)
    - Department D (*FBC Unique Template*)
  - Universal Details Page
  - Directory Landing Page
  - Your County
  - Commissioners Court Landing Page
  - Commissioners Details Page
  - Header and Footer Template
  - Resources (*Submit Online Forms*)
- Development
  - Develop the above-mentioned templates within Drupal 9
- Navigation Refinement
  - With the assistance of FBC staff, content will be restructured to limit navigation to 3-clicks.
  - Menu hierarchy to be kept 'as-is'.
- Content Migration
  - With the assistance of FBC staff, the following content includes migration of images, documents, forms, facility and business directories, web page content, and includes updating internal links to pages and documents.
  - eWay Corp will provide a content migration plan once a design has been selected and approved by FBC.

- FBC Staff to work with eWay to help migrate content from the old to the new website and will be responsible in removing unused documents and images.
- Training IT staff on administration of the site and editing content. Provide live online training, a digital user training manual, and online reference guides.
- Tech support after launch for 12 months.

### Responsibilities of Fort Bend County

- Discovery information gathering with internal departments and offices.
- Content clean-up, including deletion of old documents and images not currently in use.
- Photography and photo editing to provide a limited amount of new imagery where needed for the new website templates.
- Production of a homepage video to be handled by FBC.
- Provide content in an easy format so that it can be posted on the new website.
- Training of content editors. Fort Bend County will provide additional training to supplement the training manual and online reference guides you provide.
- Fort Bend County staff will help in migrating content to the new website.

# Project Scope

## Deliverables

This Statement of Work covers the following activities and deliverables:

- Strategy, Style Guide and Design
  - Creating a Strategic Partnership with Fort Bend County
  - Developing user personas based on site analytics
  - Developing a Style Guide Manual & Visual Branding
  - Updated Information Architecture & Site Navigation
  - Wireframing and Prototypes
  - Creating a mobile-responsive, modern consistent layout with styling based on the style
  - Design of up to 10 templates (Including four department templates)
  - Two design revisions are included
- Drupal 8 CMS Development
  - Selection and Implementation of a Content Management System
  - Merging the HHS sub-site with the main site with a unified style
  - Ability to add a video to the home page
  - Ability to add visual components such as feedback surveys or mailing list subscription windows
  - Integration of social media icons and feeds with ability post to social media
  - Each department site to have a social media spot
  - Integrated Advanced Search for Content and Documents
  - Design of up to 10 templates (Including four department templates) with consistent styles and layout blocks
  - Calendar, News and Blog features
  - Easily creatable and fillable forms with captcha for spam prevention with the ability to view submissions
  - Website Chat Support Module with support for multiple staff
- CMS Administration
  - Role based access control
  - Content Editing workflows with scheduling
  - Revision History
  - Separate production, dev, test, and staging environments
  - Ability to add iframes, JSON, and scripts
- Content, Languages, SEO
  - Content Migration for public site (Content should be provided). We won't be able to copy and paste from the current sites.

- Fort Bend County Staff will help in migrating content
  - Coding Standards Compliance related to HTML/CSS
  - Built to SEO Guidelines
- Multi-lingual Site
  - eWay Corp will help in creating a multi-lingual website for Fort Bend County in the future
  - Process and Direction to be decided after consultations with Fort Bend County staff
  - Fort Bend County does not wish to use Google Translate at this time
- Training
  - Online Training for County Staff
  - Reference Guides for Content Editors
  - Access to Knowledgebase
- Hosting & Security
  - Website Hosting on Secure Cloud (Amazon Web Services)
  - Security Testing and Compliance
  - Support & Maintenance
- Project Management
  - Dedicated Project Manager
  - Dedicated Account Manager
  - Project Management Platform
  - Weekly Updates on the Project
- Quality Testing, & Compliance
  - UI/UX Testing
  - Browser Compatibility Testing across all current browsers
  - Device Compatibility Testing for Desktops, Tablets and Mobile devices
  - Functional Testing
  - Website Accessibility Compliance WCAG 2.1, AA
- Ongoing Support & Maintenance
  - Website CMS Security Updates
  - Plugin/Module Updates
  - Server Security Patches and Updates
  - Troubleshooting Support Issues

# Implementation Plan

Included here is a suggested implementation plan based on our current understanding of requirements. This may be revised after the discovery phase/discussion with FBC stakeholders.

## PHASE 1: DISCOVERY & PLANNING

- Strategy and Project Launch Meeting
- Internal Stakeholders Meeting
- Branding Guidelines and Style Guides
- Website Specifications Outline and Documentation
- Technology Outline and Documentation

## PHASE 2: PROJECT SETUP & RESOURCE ALLOCATION

- Setup of Accounting Codes and Billing
- Setup of Project Management System - Establish Tasks, Milestones and Deliverables
- Setup of Development and Test Environments
- Setup of Source Control Repository and DevOps
- Allocation of Team Responsibilities

## PHASE 3: DESIGN

- UI/UX Planning
- Wireframes and Prototypes
- UI Development based on approved brand guidelines
- Reviews, Design Approvals and Sign-off
- Creation of design guidelines for development team
- Content Strategy and Information Architecture

## PHASE 4: DEVELOPMENT

- Programming templates for Home Page and major Landing Pages
- Programming templates for Content Pages
- Programming of functional requirements (Forms, Calendar, Document Archive, Notifications, Newsletter, FAQ, News, Blog, Image Slideshows, Third Party Integrations)
- Apply event tags to site conversion points for effective and connected marketing
- Setup of Analytics and Reporting
- Setup of Chat Support System

## PHASE 5: CONTENT MIGRATION

- Analyze data from old website
- Match the data with the new site architecture
- Create a sitemap
- Test content migration with a pilot phase
- Catalogue the content
- Migrate the content
- Check broken links

## PHASE 6: DEBUGGING

- UI/UX Testing
- Functional Testing
- Browser and Device Compatibility Testing
- Website Accessibility Testing and Compliance
- Integration Testing
- User Acceptance Testing

## PHASE 7: DEPLOYMENT

- AWS Account Setup
- Setup of Production Environment
- DevOps Integration
- Setup of Backups and Monitoring
- Setup of Website Security and Fault Tolerance
- Publish site and go-live

## PHASE 8: TRAINING

- Setup of secured knowledgebase site for Fort Bend County Staff
- Training Manual content development
- Staff Training for website administration and content management

## PHASE 9: MAINTENANCE & SUPPORT

- Transition Website to Maintenance
- Maintenance and Support Team Setup
- Define SLA parameters
- Ongoing Maintenance & Support

A project schedule will be created and shared by the Project Manager with all stakeholders after the project kick-off meeting.

# Communication Plan & Project Management

This communication plan describes the approach for communicating and collaborating on the Fort Bend County website design project. This plan will help to facilitate effective and coordinated communication between eWay Corp, Cooper Smith & Company and Fort Bend County Stakeholders.

A dedicated Project Manager will be assigned to the project. The contact information such as phone and email will be shared with the Fort Bend County Stakeholders. Additionally, a login will be created in eWay Corp's support system for Fort Bend County to submit support requests.

## Weekly check-ins

Weekly video conference calls between Project Manager and Project Owner at Fort Bend County (and other stakeholders) will be conducted to go over project progress, questions and share any related work that is completed.

### *What will be shared?*

- Timeline & budget flags
- What was completed
- What is in progress
- Any deliverables needing approval
- Questions about deliverables
- What is coming up next

## Major milestone meetings

Meetings set up for presentation and delivery of major milestone deliverables. The dates will be scheduled at least a week in advance to ensure availability of participants.

### *What will be shared?*

- Agenda for meeting
- Attendees required for meeting
- Links or summary of deliverables being presented

### *Meeting format:*

- Agenda review
- Deliverable presentation
- Questions/Discussions

- Next milestone review

*Email (immediately after meeting)*

- Meeting notes to all attendees
- Next steps and waiting on lists
- Links to approved deliverables

*After deliverables are approved*

1. Notification of approval of deliverables to all project members and stakeholders.
2. Milestone closure

## Weekly email reports

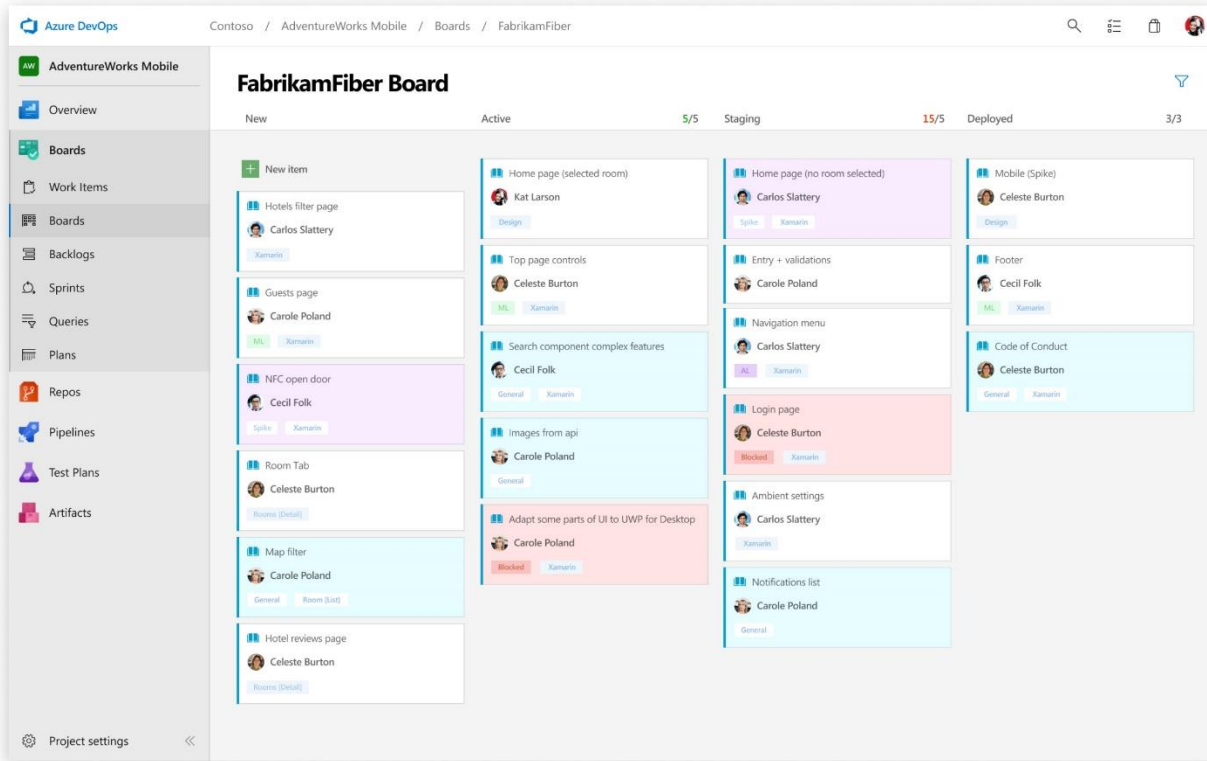
Weekly emails will be sent at the end of the week to relay project timeline, budget, and milestone particulars

*What will be shared?*

- Budget burn
- Timeline specifics
- Links to deliverables approved
- Links to edited deliverables
- Links to anything to review
- Next steps list
- Waiting list
- Project Needs

## Project Management System

Our development process is based on Agile/Scrum methodology with biweekly sprints. We use Microsoft's Azure DevOps product as our project management system. This platform provides simple and modern agile tools like Kanban boards, backlogs, dashboards, and scrum boards which we can adapt to fit your team's needs and scale up easily.



We plan to run biweekly sprints. All outstanding features go into a common backlog. During a sprint planning meeting the features are voted on, prioritized, the effort estimated, and then put into a sprint backlog. At the start of each sprint, work is delegated to the team members and tracked through in Boards, which provides a real time status update of each task. As each task progresses through the development and testing process, it can be visualized on a Kanban board. When development is completed the task moves from "In Progress" to "Done" and a testing ticket is subsequently created for the QA team to test the feature.

Upon completion of testing and when the sprint ends, a spring summary would be sent to stakeholders at Fort Bend County for review and approval. This process would then repeat for the next cycle.

# Hosting

Website hosting for the public facing website is covered under a managed hosting contract, a draft copy of which is being provided separately.

# Costs & Billing

## Project Cost Estimate

The following table details costs towards design and development of the application as stated in the scope.

Phase	Key Tasks	Cost
Discovery & Planning	Strategy, Scope and Documentation	\$5,000
Project Setup	Project Setup, Resource Allocation and Launch	\$1,000
Design	UI/UX Design, Content Strategy	\$22,000
Development	Website Template and Feature Development, Customization	\$30,000
Content	Content Setup and Migration	\$7,000
Debugging	Testing & Quality Assurance	\$17,500
ADA	Accessibility Testing and Compliance WCAG 2.1 AA	\$7,500
Deployment	Hosting Environment Setup and Go-Live	\$2,000
Training	Knowledgebase & Training	\$3,000
Management & Oversight	Client Meetings, Project Management, Account Management	\$5,000
Maintenance & Support	Transition site to maintenance and 12 Months of Support	\$15,000
<b>Estimated Project Cost</b>		<b>\$116,000</b>

This fee summary is based on work performed on a fixed cost basis. Should the scope of the project change after acceptance of terms and pricing, we will provide a detailed scope change to define additional work and associated costs. Please refer to section Change Control for details. The payment is due 30 days after invoice date.

## Hourly Billing Rates

Our standard rates for services are listed below

Service	Cost/hour
Consulting & Content Strategy	\$125
UI/UX/Design	\$125
Copy writing, editing, video creation, animation, photography, infographics	\$95
Application Programming	\$95
Quality Testing	\$95
Support & Maintenance	\$95
Training	\$95
Project Management	\$95

## Labor Rates for Proposed Staff

Our standard rates for services are **listed below**

Service	Cost/hour
Project Manager	\$95
Account Manager	\$95
Creative Director	\$95
Strategist & Consultant	\$125
Senior Art Director	\$125
Graphic Designer	\$95
Project Sponsor	\$95
Developer / Programmer	\$95
Quality Assurance Executive	\$95
Systems Administrator	\$95
Support Staff	\$95

## Reimbursable Expenses

Travel, lodging, and meals as required when traveling to Texas for client meetings with Fort Bend County stakeholders based on the existing Fort Bend County Travel Policy.

## Software Support & Maintenance

Software Support & Maintenance services for **years 2 to 5** are available at **\$2,000/month** with an annual contract. This service includes

1. Technical support related to usage of the website.
2. Website Maintenance (Security Patches & CMS Updates) .
3. Helping County Staff with content editing.

## Additional Costs

Under additional costs we estimate costs towards additional services such as purchases of modules or third-party products that might be required to implement the solution.

## Chat Support System

Cost towards the Chat Support System for the public facing website are as follows. eWay Corp recommends the **5 Chat Agents Plan** to start with and then scale up as needed. This would allow custom branding of the chat box based on Fort Bend County band guidelines.

Service	Cost/Month
2 Chat Agents, 2,500 Contacts, Unlimited Chats & Emails	\$34.99
<b>5 Chat Agents, 10,000 Contacts, Unlimited Chats &amp; Emails</b>	<b>\$99.99</b>
10 Chat Agents, 20,000 Contacts, Unlimited Chats & Emails	\$199.99

If any additional Drupal modules and plugins are required to build the public facing website, they will be presented to Fort Bend County and purchased after receiving approval.

The cost of the module or plugin will be billed to Fort Bend County based on actuals.

Item	Billing Frequency	Amount
Plugins & Modules	Monthly/Annually	As needed
<b>Total Additional Costs</b>		As needed

## Billing Schedule

eWay Corp will invoice Fort Bend County based on the following Billing Checkpoints.

### Website Development

Billing Checkpoint	Phase	Key Tasks	Amount
1	Discovery & Planning	Strategy, Scope and Documentation	\$6,000
	Project Setup	Project Setup, Resource Allocation and Launch	
2	Design	UI/UX Design	\$11,000
3	Design	Content Strategy	\$11,000
4	Development	Website Template Development	\$10,000
5	Development	Feature Development	\$10,000
6	Development	Customization & Integration	\$10,000
7	Content	Content Setup and Migration	\$7,000
8	Debugging	UI/UX and Browser Compatibility Testing	\$8,750
9	Debugging	Functional and Integration Testing	\$8,750
10	ADA	Accessibility Testing and Compliance WCAG 2.1 AA	\$7,500
11	Deployment	Hosting Environment Setup and Go-Live	\$10,000
	Training	Knowledgebase & Training	
	Management & Oversight	Client Meetings, Project Management, Account Management	
Total			<b>\$101,000</b>

### Maintenance & Support

Costs towards support services will be billed at \$1,250 per month at the beginning of each month.

Phase	Key Tasks	Amount
Maintenance & Support	12 Months of Support @ \$1,250/month	\$15,000

# Terms & Conditions

## Payment & Invoicing

### Invoice

#### *Payment of Invoice*

The Client will pay all invoices submitted in accordance with the terms of this SOW within 30 days of receipt of the invoice.

#### *Deposit*

Unless otherwise stated in the Billing Schedule, a twenty-five percent (25%) deposit due once agreement is signed.

#### *Schedule*

eWay Corp will invoice Customer upon completion of each Deliverable as listed in the SOW Schedule. Invoices may contain multiple Deliverables. Invoices could take up to sixty (60) days to generate after project completion.

## Payment Conditions

#### *Late Payment*

If any payment is late, work will be halted until payment is received.

#### *Halt Notification*

The Client will notify the Account Manager and Chief Executive Officer of project halt status by e-mail. If work is halted, a written statement will need to be made to continue work.

#### *Termination*

If Customer has not paid eWay Corp the Services fees when due and eWay Corp has not received payment within thirty (30) days after notice from eWay Corp of such past due payment, eWay Corp may withhold the provision of services until all amounts past due are paid in full and/or immediately terminate the SOW.

## Expenses

#### *Reimbursement*

The Client will reimburse eWay Corp for all pre-approved, reasonable, and necessary expenses incurred through the project.

#### *Receipts*

eWay Corp will provide the Client with satisfactory documentation supporting all expense requisitions.

## Change Control

Throughout any project, changes are required to deal with unanticipated incidents and/or new information that arise during the course of the project lifecycle. This change control process is meant to put in place a strict process to ensure changes are tracked and approved appropriately throughout the project. In cases where changes are identified, a change request will be processed as follows:

- The Project Manager at eWay Corp will create a Change of Scope Order that documents the relevant information, including a description of the change and any associated costs to implement the change.
- The Change of Scope Order will be submitted to Client and reviewed for final approval.
- For approved change requests, the Project Manager at eWay Corp will incorporate the change(s) into project schedule (if applicable) and communicate the change to appropriate team members.
- If it is anticipated that the Project will exceed estimated costs by more than 10%, then a revised estimate will be submitted to Client for approval.

## Contingency

This statement of work is limited to the hours available within the total project estimate; contingency will only be utilized with prior approval and written consent from client. If project or service hours are reached and eWay Corp has not received the written consent from Client, eWay Corp reserves the right to halt all project work until proper approval is received. eWay Corp may bill project actuals up until halt of project work.

## Statement of Confidentiality

In the course of performing services under this Agreement, both Parties may become familiar with Trade Secrets or Confidential or Proprietary Information of the other. Both Parties agree not to (A) disclose such information to anyone other than the individuals designated by the other Party or (B) use such information for any purpose other than fulfilling its obligations under this Agreement.

For the purpose of this Agreement, a "Trade Secret" means information that (a) derives independent economic value, actual or potential, from not being generally known to and not being readily ascertainable by proper means, and (b) is the subject of efforts by one of the parties to this agreement that were reasonable under the circumstances to maintain the secrecy of such information.

## Support Services

eWay Corp will support\* the latest versions of each browser for website and online solution compatibility:

- Chrome
- Firefox
- Safari
- Microsoft Edge

\*Please note that support does not mean getting the same user-experience across every browser. Clearing your cache and cookies can significantly improve your browser's performance. It is particularly helpful if you have persistent problems with pages not loading as expected when using databases. If issues persist, please contact eWay Corp Client Support Services and/or view our current [Support Interaction Guide](#). You will need to login to the Client Support Center to access the guide.

## General Assumptions

- Client and eWay Corp will each establish a single point of contact for their teams. All decisions including approvals and scope changes will be made through these two individuals. Client point of contact will be its designated Stakeholder Lead.
- Any requested changes to the project scope, schedule or budget, must be submitted to eWay Corp Project Manager or Account Manager. Other eWay Corp team members are not authorized to approve changes to project scope, schedule or budget.
- The costs included have been based on the information supplied by Client and the stated deliverables. All outside expenses, including, but not limited to, travel and lodging per day, shipping, supplies, and rental equipment are not included and will be billed to the Client in addition to the estimated project cost on a monthly basis in arrears.
- The project depends on the close involvement of the Client's internal teams to provide input, to review and approve deliverables in-progress, to be available for presentations and conference calls throughout the engagement. Client will also be responsible for obtaining the necessary involvement of additional business stakeholders as appropriate and collating their feedback.
- Project scope is based on the described activities – deliverables are assumed to be representation of the recommended approach. Should the approach change, or additional currently non-specified requirements be added, change requests may be issued.
- Client will be responsible for providing eWay Corp with pre-approved electronic files of all logos, product images, written content, and subject matter experts, as required. Client will be responsible for ensuring that they have all necessary rights and licenses to such assets.
- If the scope of the project changes from the specifications agreed or eWay Corp is required to provide additional services not described in the project plan (i.e. additional

reviews), such changes will be documented in a Change Request and may impact timing and costs. The Change Request will require sign-off by the Stakeholder Lead before work described therein can commence. eWay Corp will invoice the Client for the total Change Request cost.

- This estimate is priced in U.S. Dollars

### Limitation of Liability

In no event shall either Party be liable for any special, consequential, exemplary, incidental or similarly designated damages arising out of or in connection with this Agreement. Neither Parties' liability for damages arising out of or related to this Agreement will exceed the fees paid under the Agreement.

### Force Majeure

Neither Party will be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes, to the extent beyond its reasonable control: accidents, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, and other acts of God.

For the avoidance of doubt, Force Majeure shall not include (a) financial distress (b) changes in market conditions, or (c) a party's financial inability to perform its obligations as stated.


The party affected is obligated to provide prompt written notice to the counterparty of the occurrence of the Force Majeure event (in reasonable detail) and the expected duration of the event's effect on the party. If said disruption extends beyond the stated period, it is cause for termination of the Agreement.

# Acceptance

Thank you for giving us this opportunity to present this estimate to you. We would be happy to answer any questions you may have or make revisions to the above specifications if needed.

Please sign, date, and return this estimate as indication of your approval. Your signature below authorizes eWay Corp to incur expenses on your behalf with the agreement that you will be responsible for the actual costs incurred, including those that exceed this estimate. Estimate is valid for 30 days. A twenty percent (20%) contingency fee may be added for successful completion of the project.

IN WITNESS WHEREOF, the parties hereto, each acting under due and proper authority, have executed this Agreement as of the date written herein.

_____	eWay Corp
Company name	Company name
_____	J. P. Singh
Full name	Full name
_____	President
Title	Title
_____	
Signature	Signature
_____	09/09/2020
Date	Date

# MANAGED HOSTING SERVICES

Fort Bend County, TX

[fortbendcountytexas.gov](http://fortbendcountytexas.gov)



eWay is a Targeted Small Business certified by Iowa Development Authority, a Disadvantaged Business Enterprise Certified by the Department of Transportation, an AWS Public Sector Partner, and a partner for Microsoft Azure Government.

## eway corp

5721 Merle Hay Road, Suite 22 Johnston, IA 50131

Web: [ewaycorp.com](http://ewaycorp.com)

Email: [info@ewaycorp.com](mailto:info@ewaycorp.com)

Phone: 877-487-3929

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# About Us

## WHO WE ARE

We are digital solvers. Through our tools, technology, and training, we provide unmatched business solutions to solve today and tomorrow's toughest business challenges. By empowering our people and partners with the right solutions, we enable your businesses to adapt rapidly to the evolving digital landscape. Staying on the cutting edge of emerging technologies, eWay Corp identifies data-backed solutions addressing your organizational needs.

## OUR CORE PRINCIPLES

Our Core Principles define who we are, how we work, our priorities and values.



## WHY WE'RE DIFFERENT

Your website is your digital brand, and for many customers, it's the first thing they see. Today's customers are able to quickly find your website and assess your credibility. Don't lose a lead or a potential customer due to a broken or vulnerable website. By partnering with eWay Corp for your website hosting, security and maintenance needs you don't have to worry about keeping your site up-to-date and secure – we will do it for you!

When you choose one of eWay Corp's Managed Hosting solutions, you get more than a team of technical experts. You will receive peace of mind knowing that your website is being monitored, updated and secured with the latest technologies. Think of us as your own Systems Administrators and Drupal Hosting experts working alongside your team to keep you and your hosting environment secure and operating with optimal performance.

# Contract Information

## AGREEMENT INFORMATION

<b>Date Submitted</b>	8/12/2020
<b>Contract Start</b>	9/9/2020
<b>Contract End</b>	9/1/2023
<b>Domain(s)</b>	fortbendcountytexas.gov

## CUSTOMER INFORMATION

<b>Company Name</b>	Fort Bend County, Texas
<b>Contact</b>	Dennis Smith
<b>Designation</b>	IT Program/Project Analyst
<b>Address</b>	500 Liberty St, Richmond, Texas 77469
<b>Email</b>	<a href="mailto:Dennis.Smith@fortbendcountytexas.gov">Dennis.Smith@fortbendcountytexas.gov</a>
<b>Phone(s)</b>	(281) 341-4463

# Managed Hosting Plan

## MANAGED HOSTING

eWay Corp proposes the following plan for Fort Bend County, TX based on our discussion and assessment of requirements.

## PLAN NAME

Custom Enterprise Plan for Fort Bend County with High-Availability

## PLAN COST

\$1,500/Month

## FEATURES

<b>MANAGED HOSTING</b>	<b>FEATURE AVAILABILITY</b>
Website / Web App Hosting	✓
Dedicated Staging Environment	✓
Dedicated Production Environment	✓
2 Load-balanced Dedicated Instances with failover	✓
Test Environment	✓
DevOps and Pipeline Management	✓
Dedicated Instance Snapshot	Weekly (Last 4 retained)
Daily Codebase Backups	30 Day Retention
Daily Database Backups	30 Day Retention
Global CDN	✓
Uptime Monitoring (4 Locations)	✓
<b>MONITORING</b>	
DNS Monitoring	✓
SSL Monitoring	✓
Paid SSL	✓
<b>SECURITY &amp; PERFORMANCE</b>	

Drupal Audit Log	✓
Web Application Firewall	✓
DDoS Protection *	✓
Website Security Testing & Report	Monthly
Performance Optimization and Smart Caching	✓
Traffic Reports	Monthly
Core & Module Updates	Monthly
Website Page Speed Optimization	Monthly
<b>SUPPORT</b>	
Dedicated Service Contact	✓
Case Response SLA	Phone, Email Chat & Support Portal
During Business Hours	2 Hours
During Off-business Hours	24 Hours
During Weekend and Holidays	24 Hours
Disaster Recovery Plan	6 Hours

\* Use of DDoS protection requires Route 53 Service for DNS. We will need to migrate DNS services to Route 53 to enable this protection.

\* Amazon Translate services are not included in this Agreement.

## PATCHES & UPDATES DISCLAIMER

\* The following items pertain to the CMS and Plugin or Module updates

- If the client performs updates internally or through a third party and breaks the functionality of the site, this is a breach of the signed SLA and will be considered outside this contract. Any fixes required to the website will be open to estimation and scoping.
- Covers the updates to a normal number of plugins/modules (less than 30). If there is an extensive number of plugins/modules on the site, there will be an additional monthly fee.
- Major CMS versions will be inspected for an upgrade process. If a major CMS upgrade has changed the structure, this will need to be estimated out. A major CMS upgrade is from version 4.x.x to version 5.x.x.
- eWay Corp is not responsible for the cost of paid plugins/modules. These will be billed to Fort Bend County on actual.
- Anything beyond maintaining the site's live status and plugins integrated or managed by eWay Corp is subject to effort estimation and statement of work approval process.

# Terms & Conditions

## 1.0 TERM

The initial term of the Agreement begins on the Service Commencement Date and continues for the period of one year. At the expiration of the initial term this Agreement shall continue from year to year under its existing conditions unless and until one of us provides the other with at least thirty (30) days advanced notice of non-renewal.

## 2.0 FEES

2.1 Fees are due within five (5) days of invoice date. If you have arranged a payment by credit card or direct debit, eWay Corp may charge your card or account on or after the invoice date.

2.2 If any amount is overdue by more than thirty (30) days, eWay Corp may:

2.2.1 Charge interest on overdue amounts at 1.5% per month;

2.2.2 Suspend all Services, and services provided pursuant to any unrelated agreement, if you do not pay the overdue amount within four (4) business days of our written notice to your billing contact. You agree that if your services are reinstated after a suspension for non-payment, you will pay a reasonable reinstatement fee.

2.3 In the event eWay Corp brings legal action to collect due to late payment of valid invoices, you must also pay eWay Corp's cost of collection, including reasonable legal fees, expenses, and court costs.

2.4 If your payment is returned for insufficient funds, we may charge you an administration fee up to the maximum amount permitted by law.

2.5 All payments due under this Agreement will be paid in U.S. Dollars. Conversion of foreign currency to U.S. Dollars will be made at the conversion rate existing in the United States (as reported in the Wall Street Journal) on the last working day of the applicable Calendar Quarter. Such payments will be without deduction of exchange, collection or other charges.

2.6 Invoices that are not disputed within three (3) months of invoice date are conclusively deemed accurate.

### 3.0 FEE INCREASES

3.1 Increases after expiry of Term. If following the expiration of the initial term or any renewal term you do not sign a renewal of your Agreement, but continue to use your Services on a rolling month to month basis as described in Section One (1) Terms above, then we may increase your fees at any time by any amount, in our sole discretion, on thirty (30) days advance written notice.

3.2 Third Party License Fees. In the event that a third-party license provider increases the fees they charge eWay Corp for your use of such license, we will increase your fees by the same percentage amount, provided we notify you in writing at least thirty (30) days before the effective date of the price increase.

### 4. TERMINATION FOR CONVENIENCE

You may terminate this Agreement for convenience at any time on thirty (30) days advance written notice.

If after providing notice of termination you would like to request a postponement of your termination date, you must provide at least 30 days' written notice prior to your scheduled termination date. Any applicable early termination fee shall be adjusted accordingly.

### 5. EARLY TERMINATION FEE

If you terminate this Agreement for convenience or we terminate this Agreement for your breach, in addition to other amounts you may owe, you must pay an early termination fee equal to twenty-five percent (25%) of recurring fees for the remaining portion of the the-current term.

# Acceptance

Please sign, date, and return this estimate as indication of your approval. Your signature below authorizes eWay Corp to incur expenses on your behalf with the agreement that you will be responsible for the actual costs incurred, including those that exceed this estimate.

IN WITNESS WHEREOF, the parties hereto, each acting under due and proper authority, have executed this Agreement as of the date written herein.

## SELECT YOUR HOSTING PLAN

Please provision the following hosting subscription plan for our domain [www.domain.com] effective from the Service Commencement Date as stated below. *(Select One)*

Enterprise

\_\_\_\_\_  
Company name

\_\_\_\_\_  
Full name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

eWay Corp  
\_\_\_\_\_  
Company name

J. P. Singh  
\_\_\_\_\_  
Full name

President  
\_\_\_\_\_  
Title

*JP Singh*  
\_\_\_\_\_  
Signature

08/12/2020  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Service Commencement Date

# PROOF OF CONCEPT

## Fort Bend County, Texas

### Proof of Concept for AWS

### Translate on Drupal 8

### 59445

Submitted By

**J. P. Singh**

President & CEO

Email: [jp@ewaycorp.com](mailto:jp@ewaycorp.com)

Phone: 515-243-2800 Ext. 101



eWay is a Targeted Small Business certified by Iowa Development Authority, a Disadvantaged Business Enterprise Certified by the Department of Transportation, an AWS Public Sector Partner, and a partner for Microsoft Azure Government.

**eway corp**

5721 Merle Hay Road, Ste 22 Johnston, IA 50131  
[ewaycorp.com](http://ewaycorp.com)

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# Proof of Concept Information

## Project Information

<b>Date Submitted</b>	08/12/2020
<b>Job Name</b>	POC for AWS Translate using Drupal 8
<b>Job Number</b>	59445

## Customer Contact

<b>Organization Name</b>	Fort Bend County, Texas
<b>Primary Contact</b>	Dennis Smith
<b>Designation</b>	IT Program/Project Analyst
<b>Address</b>	500 Liberty St, Richmond, Texas 77469
<b>Email</b>	<a href="mailto:Dennis.Smith@fortbendcountytexas.gov">Dennis.Smith@fortbendcountytexas.gov</a>
<b>Phone(s)</b>	(281) 341-4463

## eWay Corp Contact

<b>Organization Name</b>	eWay Corp
<b>Primary Contact</b>	Quinn Gutshall
<b>Designation</b>	Manager Operations
<b>Address</b>	5721 Merle Hay Road, Ste 22, Johnston, IA 50131
<b>Email</b>	<a href="mailto:quinn@ewaycorp.com">quinn@ewaycorp.com</a>
<b>Phone(s)</b>	(515) 243 2800 Ext. 102

# Executive Summary

## Background

Fort Bend County ("FBC") currently uses Google Translate to provide translation to content on its current website <https://www.fortbendcountytx.gov/>, and is not happy with the results. FBC wishes to explore the possibility of using AWS's Translate service to help in translating website content for the new website that they wish to develop using Drupal 8.

This statement of work for a proof of concept translation project outlines scope, deliverables, timelines, and costs towards this effort.

## High Level Requirements

- Setup a test Drupal 8 Environment with two language options – English and Spanish
- Setup 3 Pages of content mimicking existing content on the current Fort Bend County website
  - <https://www.fortbendcountytx.gov/government/departments/financial-administration/budget-office>
  - <https://www.fortbendcountytx.gov/government/departments-a-d/county-clerk>
  - <https://www.fortbendcountytx.gov/your-county/public-safety>
- Connect to AWS Translate Service to automatically translate the content to Spanish
- Serve English and Spanish content from the website

NOTE: This is not a Statement of Work (SOW), this is Proof of Concept (PoC) project. If PoC is successful, we will provide you an SOW to account for the complete implementation on the FBC website(s).

# Project Scope

This SOW covers the following activities and deliverables:

## Discovery

- Requirements & Scope

## Design

- Setup content for three pages as documented above

## Development

- Setup Multi-lingual System on Drupal
- Setup AWS Translation Service
- Integration Translations

## Debugging

- Test AWS Translations Service connectivity
- Test Translation Data Validity

## Deployment

- Setup of Drupal 8 test environment

## Project Management

- Project Management
- Account Management
- Meetings & Calls

# Costs & Billing

## Project Cost Estimate

The following table details costs towards design and development of the application as stated in the scope.

Phase	Key Tasks	Duration	Estimate (Hours)
Discovery	Requirements & Scope	1-3 Days	2
Design	Setup Content for 3 Pages	1-2 Days	6
Development	Drupal Multi-lingual Environment Setup AWS Translate Integration	1-2 Weeks	20
Debugging	Quality Testing	1-2 Days	2
Deployment	Test Environment Setup	1-2 Days	4
Management & Oversight	Client Meetings Project Management Account Management	Entire Project	4
<b>Total Time Estimated</b>		2-3 Weeks	38
<b>Estimated Project Cost</b>		<b>\$95 x 38 = \$3,610</b>	

## Additional Costs

Under additional costs we estimate costs towards hosting and additional services such as purchases of modules or third-party products that might be required to implement the solution.

Item	Billing Frequency	Amount
Drupal 8 Test Hosting Server for the purpose of POC	Monthly	\$200
<b>Total Additional Costs</b>		<b>\$200</b>

### Billing Schedule

Project Checkpoint	Billing Percentage	Amount
Project Initiation	50%	\$1,805
Project Completion	50%	\$1,805
<b>Project Cost Total</b>		<b>\$3,610</b>

This fee summary is based on work performed on a fixed cost basis. Should the scope of the project change after acceptance of terms and pricing, we will provide a detailed scope change to define additional work and associated costs. Please refer to section 5.0 Change Control for details.

The payment is due 30 days after invoice date.

# Terms & Conditions

## Payment & Invoicing

### Invoice

#### *Payment of Invoice*

The Client will pay all invoices submitted in accordance with the terms of this SOW within 30 days of receipt of the invoice.

#### *Deposit*

Unless otherwise stated in the Billing Schedule, a twenty-five percent (25%) deposit due once agreement is signed.

#### *Schedule*

eWay Corp will invoice Customer upon completion of each Deliverable as listed in the SOW Schedule. Invoices may contain multiple Deliverables. Invoices could take up to sixty (60) days to generate after project completion.

## Payment Conditions

#### *Late Payment*

If any payment is late, work will be halted until payment is received.

#### *Halt Notification*

The Client will notify the Account Manager and Chief Executive Officer of project halt status by e-mail. If work is halted, a written statement will need to be made to continue work.

#### *Termination*

If Customer has not paid eWay Corp the Services fees when due and eWay Corp has not received payment within thirty (30) days after notice from eWay Corp of such past due payment, eWay Corp may withhold the provision of services until all amounts past due are paid in full and/or immediately terminate the SOW.

## Expenses

#### *Reimbursement*

The Client will reimburse eWay Corp for all pre-approved, reasonable, and necessary expenses incurred through the project.

#### *Receipts*

eWay Corp will provide the Client with satisfactory documentation supporting all expense requisitions.

## Change Control

Throughout any project, changes are required to deal with unanticipated incidents and/or new information that arise during the course of the project lifecycle. This change control process is meant to put in place a strict process to ensure changes are tracked and approved appropriately throughout the project. In cases where changes are identified, a change request will be processed as follows:

- The Project Manager at eWay Corp will create a Change of Scope Order that documents the relevant information, including a description of the change and any associated costs to implement the change.
- The Change of Scope Order will be submitted to Client and reviewed for final approval.
- For approved change requests, the Project Manager at eWay Corp will incorporate the change(s) into project schedule (if applicable) and communicate the change to appropriate team members.
- If it is anticipated that the Project will exceed estimated costs by more than 10%, then a revised estimate will be submitted to Client for approval.

## Contingency

This statement of work is limited to the hours available within the total project estimate; contingency will only be utilized with prior approval and written consent from client. If project or service hours are reached and eWay Corp has not received the written consent from Client, eWay Corp reserves the right to halt all project work until proper approval is received. eWay Corp may bill project actuals up until halt of project work.

## Statement of Confidentiality

In the course of performing services under this Agreement, both Parties may become familiar with Trade Secrets or Confidential or Proprietary Information of the other. Both Parties agree not to (A) disclose such information to anyone other than the individuals designated by the other Party or (B) use such information for any purpose other than fulfilling its obligations under this Agreement.

For the purpose of this Agreement, a "Trade Secret" means information that (a) derives independent economic value, actual or potential, from not being generally known to and not being readily ascertainable by proper means, and (b) is the subject of efforts by one of the parties to this agreement that were reasonable under the circumstances to maintain the secrecy of such information.

## Support Services

eWay Corp will support\* the latest versions of each browser for website and online solution compatibility:

- Chrome
- Firefox
- Safari
- Microsoft Edge

Please note that support does not mean getting the same user-experience across every browser. Clearing your cache and cookies can significantly improve your browser's performance. It is particularly helpful if you have persistent problems with pages not loading as expected when using databases. If issues persist, please contact eWay Corp Client Support Services and/or view our current [Support Interaction Guide](#). You will need to login to the Client Support Center to access the guide.

## General Assumptions

- Client and eWay Corp will each establish a single point of contact for their teams. All decisions including approvals and scope changes will be made through these two individuals. Client point of contact will be its designated Stakeholder Lead.
- Any requested changes to the project scope, schedule or budget, must be submitted to eWay Corp Project Manager or Account Manager. Other eWay Corp team members are not authorized to approve changes to project scope, schedule or budget.
- The costs included have been based on the information supplied by Client and the stated deliverables. All outside expenses, including, but not limited to, travel and lodging per day, shipping, supplies, and rental equipment are not included and will be billed to the Client in addition to the estimated project cost on a monthly basis in arrears.
- The project depends on the close involvement of the Client's internal teams to provide input, to review and approve deliverables in-progress, to be available for presentations and conference calls throughout the engagement. Client will also be responsible for obtaining the necessary involvement of additional business stakeholders as appropriate and collating their feedback.
- Project scope is based on the described activities – deliverables are assumed to be representation of the recommended approach. Should the approach change, or additional currently non-specified requirements be added, change requests may be issued.
- Client will be responsible for providing eWay Corp with pre-approved electronic files of all logos, product images, written content, and subject matter experts, as required. Client will be responsible for ensuring that they have all necessary rights and licenses to such assets.
- If the scope of the project changes from the specifications agreed or eWay Corp is required to provide additional services not described in the project plan (i.e. additional

reviews), such changes will be documented in a Change Request and may impact timing and costs. The Change Request will require sign-off by the Stakeholder Lead before work described therein can commence. eWay Corp will invoice the Client for the total Change Request cost.

- This estimate is priced in U.S. Dollars

### Limitation of Liability

In no event shall either Party be liable for any special, consequential, exemplary, incidental or similarly designated damages arising out of or in connection with this Agreement. Neither Parties' liability for damages arising out of or related to this Agreement will exceed the fees paid under the Agreement.

### Force Majeure

Neither Party will be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes, to the extent beyond its reasonable control: accidents, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, and other acts of God.

For the avoidance of doubt, Force Majeure shall not include (a) financial distress (b) changes in market conditions, or (c) a party's financial inability to perform its obligations as stated.


The party affected is obligated to provide prompt written notice to the counterparty of the occurrence of the Force Majeure event (in reasonable detail) and the expected duration of the event's effect on the party. If said disruption extends beyond the stated period, it is cause for termination of the Agreement.

# Acceptance

Thank you for giving us this opportunity to present this estimate to you. We would be happy to answer any questions you may have or make revisions to the above if specifications change.

Please sign, date, and return this estimate as indication of your approval. Your signature below authorizes eWay Corp to incur expenses on your behalf with the agreement that you will be responsible for the actual costs incurred, including those that exceed this estimate. Estimate is valid for 30 days. A twenty percent (20%) contingency fee may be added for successful completion of the project.

IN WITNESS WHEREOF, the parties hereto, each acting under due and proper authority, have executed this Agreement as of the date written herein.

_____	eWay Corp
Company name	Company name
_____	J. P. Singh
Full name	Full name
_____	President
Title	Title
_____	
Signature	Signature
_____	08/12/2020
Date	Date

# PROPOSAL

## Fort Bend County, Texas

### RFP 20-072

Submitted By

**J. P. Singh**

President & CEO, eWay Corp

Email: [jp@ewaycorp.com](mailto:jp@ewaycorp.com)

Phone: 515-243-2800 Ext 101



**eWay is a Targeted Small Business** certified by Iowa Development Authority, an AWS Public Sector Partner and a partner for Microsoft Azure Government Workloads.

**Design services** provided in partnership with Cooper Smith and Company, an Iowa Targeted Small Business since 1998.

## eWay corp

5721 Merle Hay Road, Ste 22, Johnston, IA 50131

[ewaycorp.com](http://ewaycorp.com)

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# Executive Summary

## About eWay Corp

**eWay Corp** is a Johnston, Iowa based Technology Consulting Company that serves government, businesses, non-profit customers in the Mid-West United States. With over 14 years of experience, our consultants and experts provide solutions in digital, technology, consulting, and IT infrastructure.

eWay Corp is also an Amazon Web Services Consulting Partner for the Public Sector. This technology partnership allows us to leverage advanced technologies from the biggest Cloud Service Provider in the world to bring benefits of capacity, scalability, security, increased speed to reduce costs and make organizations agile.

Our capabilities include

- Responsive Websites
- Mobile Applications
- Cloud Hosting
- Managed Infrastructure and Security
- DevOps
- Legacy Application Modernization
- Enterprise Software Development
- Digital Transformation

eWay Corp partners with Cooper Smith & Company for marketing and design services.

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## Certifications

eWay Corp has the following industry certifications

- Targeted Small Business by the State of Iowa
- AWS Select Consulting Partner
- AWS Public Sector Partner
- AWS Windows EC2 Solution Provider
- Microsoft Cloud Solution Provider
- Microsoft Cloud Solution Provider for Government
- Acquia Partner

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## Industries Served

eWay Corp serves a wide range of industry verticals. Some of these include but are not limited to

- Government
- Insurance
- Healthcare
- Manufacturing
- Banking
- Education & Non-Profits
- Engineering & Construction
- Retail & eCommerce

---

## Clients

eWay Corp has served a wide range of clients across industries over the years. Some of our key accounts who we currently work with us are

- Polk County Iowa
- Iowa Lottery
- Iowa Racing and Gaming Commission
- Iowa Gaming Association
- Iowa Sports Foundation
- Free Clinics of Iowa
- Food Bank of Iowa
- Bank Iowa

---

## Past Projects

### Polk County Government, Iowa



Polk County's website offers online government services and information to County residents, businesses, and other interested parties. Polk County was seeking strategic planning of content and website design, a new and refreshed design, development and content management services for publishing content for multiple departments on their website. They also required each department to have a unique skin/look and a different layout customized to the requirements of the department.

Our team has successfully managed to design & develop their website, establish a content publication workflow for 16 departments and help deploy it. Our team also provided editorial and standards oversight for all content, create a calendar and setup a system to put out emergency notification alerts on the website.

Our major accomplishment during this project included the migration of content from their legacy site to Umbraco. We have also worked on-site to assist their internal development team with the setup of the overall CMS web development environment, build and deployment processes to ensure that Polk County's team could manage the website internally.

We provided in-person support and training, in addition to telephone and email support to their team and ended our engaging by helping transition the website to support and maintenance.

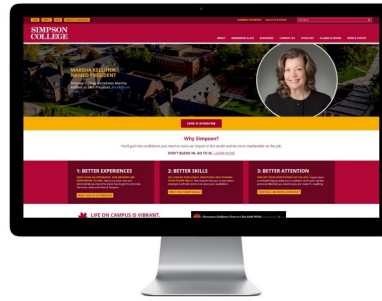
## Provisur Technologies Website



In partnering with a design agency out of Illinois, eWay and their partner initiated a complete design overhaul. In this undertaking, eWay led the efforts on the organizational and technical requirements, providing content consolidation strategies, wireframes, sitemaps, and development. The partnering agency handled the design aesthetic and copywriting for the website. Together, we delivered a clean multi-lingual site that unified the brands and gave intuitive navigational options to find the right product. The complete solution came with:

- A custom theme developed using the Drupal platform
- Custom responsive templates making the website available in mobile, desktop and tablet
- A universal integrated search mechanism, developed for indexing different categories
- Custom modules facilitating search for product attributes: finding products by application, type, equipment, brand and machine size made easy
- Hooks to a platform for passing translations for all content into French, German and Spanish and translation was done across all categories: content, navigational elements, breadcrumbs, labels
- URLs were restructured to allow local-specific browsing based on regional settings.
- The application was migrated to AWS Cloud environment for security and scalability

## Simpson College Website



In this undertaking eWay Corp made several significant changes to the templates. eWay Corp delivered a site which was clean, intuitive and integrated various functionalities without any complexity. The complete solution came with:

- A new blog section to post news and updates for the Office of Marketing
- A dynamic Career/Job Listings page: any update at the back end like adding a new job offering as a content type would automatically reflect in a format at the front-end
- Fixed content indexing issues enabling the site search to crawl through titles, body content, tags and return results based on weighted averages of search term density
- Created filters which had streamlined the search process of the target audience
- Separated content types by including a dynamic feed. The respective Professor's information was linked to their course descriptions and courses taught which would dynamically feed to the Professor's page
- Created content types which could dynamically propagate the website based on relevancy which is important
- Cleaned up UI and improved it for News/Success Stories sections
- Updated the Header menu by making it dynamic
- Updates UI forms to make them consistent across the website

## Federal Home Loan Bank



eWay Corp worked on the client's internal resources site to avail the company's documentation relevant for operations (paperwork forms etc.) and education (product information, how-to guides, videos and pamphlets etc.). By auditing the current website of the client, eWay Corp

- Created a new section on the site that allowed user to upload the documents in the backend, add details (tags, descriptions, title tags) with Sort/Filter functionality
- Added a Search functionality to ease navigation of the site for the user
- Included Events Landing and Events Details page templates to the site
- Added Backend functionality to manage Events listing with 'Featured Events' section
- Applied new CSS styling to onsite forms

## Iowa STEM (The Iowa Governor's STEM Advisory Council)



We worked with the Council and a local agency to redesign and redevelop the website using Drupal 7. The agency was responsible for graphic design, information architecture, content and eWay Corp was the development partner.

The UI was developed using Bootstrap to make

is responsive and optimized for smaller screens. The navigation was optimized based on the target audience. A calendar was added to publish events and keep members updated. Custom content types were created to house content such as News, and Media Releases. A digital Resource center was created to house and publish links and documents and search optimized. A blog was created to publish content updates.

## Des Moines Community Playhouse



Des Moines Community Playhouse reached out to their supporting partners Sally Cooper Smith and eWay Corp to redesign and update their current website to mark their centenary celebration. The purpose was to present the user with a better experience by improving the usability of the website.

In partnership with Cooper Smith + Company, we were tasked with website restructuring, template creation, design fixes, programming, content migration, testing and launch of the website. Our development team rebuilt the website from the ground up, taking current feedback from Sally Cooper and Des Moines Community Playhouse. We built out custom fields and developed dynamic fields throughout the website to save time for internal team members. In the past, team members were duplicating content entry due to the website's old condition. In addition, we added a Classes and Camps section. This custom section allows Playhouse visitors to sort and filter through available classes that The Playhouse provides year-round, enabling visitors to find class information whenever and wherever.

The current website is hosted and managed by eWay Corp on the AWS Cloud platform at <https://www.dmplayhouse.com>.

---

## Our Current CMS Installations

### Installations

eWay Corp currently hosts and manages over 100 client websites built on Drupal and WordPress Content Management System and hosted on the AWS Cloud Infrastructure Platform.

Some notable sites are:

Clients	Sites
Iowa Gaming Association	iowagaming.org
Food Bank of Iowa	foodbankiowa.org
Coalition to Support Iowa's Farmers	supportfarmers.com
Bank Iowa Corporation	bankiowa.bank
Des Moines Community Playhouse	dmplayhouse.com
Provisur Technologies	provisur.com
National Carwash Solutions	ncswash.com
Campbell Hausfeld	campbellhausfeld.com
Insta Pro International	insta-pro.com

### Licensing

We use self-hosted CMS instances of Drupal and WordPress which are open source software and as such there are no licensing restrictions. Clients can create an unlimited number of user accounts.

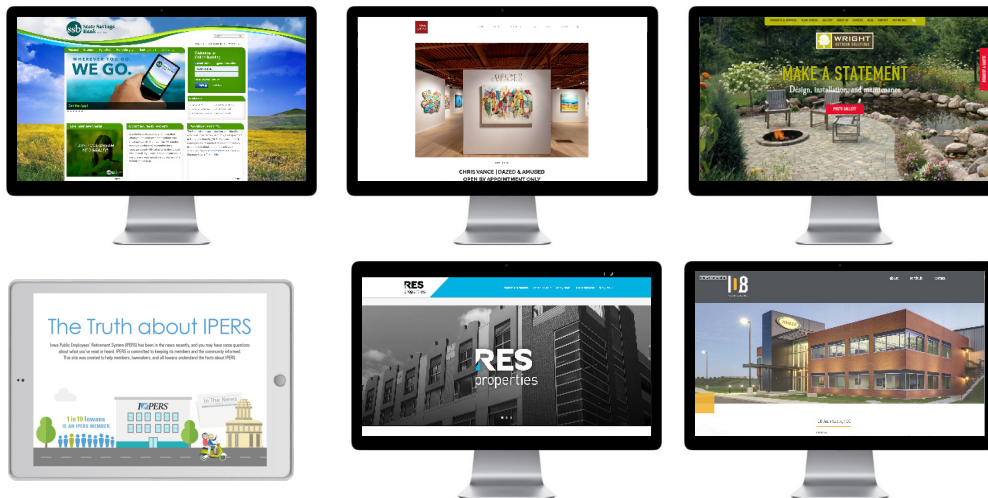
## About Cooper Smith & Company

**Cooper Smith & Company** is a marketing and design firm with dozens of regional, national and international design awards to our credit. We are passionate about empathetic design and have brought customer-centric branding and marketing communications to our clients for over 25 years. Our capabilities include illustration (Adobe Illustrator), animation (Final Cut,) photography and photo-illustration (Adobe Photoshop). video editing (Adobe Premier).

Our clients have included long-standing relationships with large corporations including The Des Moines Playhouse, Wright Service Corp's families of companies, Graham Construction Company, IPERS, and RES Properties; and small businesses including Fresh Café and Market, Allegory Salon, Fork in the Road consulting and State Savings Bank.

---

## Samples of work done by Cooper Smith & Company



Cooper Smith and company has extensive experience in brand development including extending identities into integrated, consistent brand styles. Our process includes documenting style use into a guide that others can easily follow to ensure the system stays on-brand for years to come.

Our Style Guide includes

- Logo use
- Approved fonts and colors and their CMYK, RGB and HEX designations
- Guidelines for font and color use
- Approved graphic devices such as icons, dividers, textures, patterns and their use
- Guidelines for photo use and preferred photography styles or treatments
- Page architecture rules

## Tab 1 - Understanding Scope of Work

Discuss the highlights, key features, and distinguishing points of your proposal.

---

### Services Proposed

eWay Corp proposes to provide a complete range of services to fulfil obligations under this RFP.

### Strategy, Style Guide and Design

- Creating a Strategic Partnership with Fort Bend County
- Developing user personas based on site analytics
- Developing a Style Guide Manual & Visual Branding
- Updated Information Architecture & Site Navigation
- Wireframing and Prototypes
- Creating a mobile-responsive, modern consistent layout with styling based on the style guide
- Design and Navigation tweaks for Intranet site based on requirements

### CMS & Website Programming

- Selection and Implementation of a Content Management System
- Merging the HHS sub-site with the main site with a unified style
- Ability to add a video to the home page
- Ability to add visual components such as content popups, feedback surveys or mailing list subscription windows
- Integration of social media icons and feeds with ability post to social media
- Integrated Advanced Search for Content and Documents
- Custom templates for various departments with consistent styles and layout blocks
- Calendar, News and Blog features
- Easily creatable and fillable forms with captcha for spam prevention with the ability to view submissions
- Website Chat Support Module with support for multiple staff
- Forum on the Intranet Site

### CMS Administration

- Role based access control
- Content Editing workflows with scheduling
- Revision History
- Separate production, dev, test, and staging environments
- Ability to add iframes, JSON, and scripts

### Content, Languages, SEO

- Content Migration for public and intranet sites
- Multi-lingual setup
- Coding Standards Compliance related to HTML/CSS
- Built to SEO Guidelines

## Training

- Online Training for County Staff
- Reference Guides for Content Editors
- Access to Knowledgebase

## Hosting & Security

- Ability for County Staff to connect to Intranet site using VPN
- Website Hosting on Secure Cloud (Amazon Web Services)
- Security Testing and Compliance

## Project Management

- Dedicated Project Manager
- Dedicated Account Manager
- Project Management Platform
- Weekly Updates on the Project

## Quality Testing, & Compliance

- UI/UX Testing
- Browser Compatibility Testing across all current browsers
- Device Compatibility Testing for Desktops, Tablets and Mobile devices
- Functional Testing
- Website Accessibility Compliance WCAG 2.1 (WCAG 2.2 is a Draft Specification)

## Ongoing Support & Maintenance

- Website CMS Security Updates
- Plugin/Module Updates
- Server Security Patches and Updates
- Troubleshooting Support Issues

---

## Content Management System

eWay Corp proposes the use of Drupal Content Management System for use in developing the website of Fort Bend County. Drupal is used to make many of the websites and applications you use every day. It includes features like easy content authoring, reliable performance, and excellent security. But what sets it apart is its flexibility and modularity. It includes tools that help you build the versatile and structured content that dynamic web experiences need. No other content management software is this powerful and scalable. Drupal provides a back-end framework for 3% of all websites worldwide – ranging from personal blogs to corporate, political, and **government sites**.

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**Ensuring the right balance between good governance and security, Drupal powers 24% of all government websites.**

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## Benefits for Fort Bend County

For governments and governmental agencies, choosing the right Content Management System is not an easy task. Not only does the government department need to engage in a deep relationship with the citizens but, also to stand true to the principles of responsible governance.

Drupal enjoys the support of a multitude of government usage across countries. In the United States alone, Drupal powers more than 150 Federal Agency websites in addition to **petitions.whitehouse.gov**. A complete list of government websites running Drupal is listed here: <https://groups.drupal.org/government-sites#USA>. The list contains big guns like NASA, Department of Health, Department of Education, Transportation, Defense and Homeland Security.

---

**In the great state of Texas, the Texas State Soil and Water Conservation Board (TSSWCB), US Bankruptcy Court - Western District of Texas, and the Texas District & County Attorneys Association use Drupal as their Content Management System.**

---

The following is a list of features that influence decisions in favor of using Drupal CMS for building a government website.

### Security

A decisive factor for government websites, uncompromised security is the primary reason as to why government organizations opt for Drupal. While the typical stereotypes about open-source platforms is that they are quite vulnerable to threats, Drupal has a track-record of being one of the most secure open-source CMS. Well-equipped to handle cyberthreats, the Drupal community does a great job to work together and ensure that they eliminate any threats before they affect the users. Drupal consists of several security modules, making it one of the most reliable platforms amongst several others.

### Cost

With Drupal, Government organizations are provided with a high degree of flexibility and security while having the sheer advantage of not incurring huge operational and maintenance costs as compared to other

platforms. Government websites are supported and maintained by a huge community of developers providing free security extensions, modules, distributions at a small fraction of the cost of a proprietary system.

### Accessibility

Government agencies are committed to the idea of 'accessibility for all', even by the ones with a disability. Drupal's fundamental commitment to accessibility standards ensures that all its features and functions conform with the World Wide Web Consortium guidelines (**WCAG**) and Americans with Disabilities Act (**ADA**) guidelines. This makes it an easy choice for the governments and organizations to work with it.

### Multilingual

Drupal allows pages and individual content to be translated into over 100 languages. Drupal's language handling abilities deliver value to those who need localized digital experiences,

saving time and money in the process. Building multilingual sites is now faster and easier than ever.

### Multisite

Drupal features the ability to host multiple sites. This feature where a similar code base is copied and used to build another website. This helps save a lot of time when developing websites for state governments. Similar code base ensures that certain features remain same throughout and uniformity is maintained. It simplifies the management, but it ensures that each upgrade only needs to be done once.

### Scalable

Government websites need the most scalable platform to build their websites on. Supporting some of the most highly trafficked websites in the world, Drupal can handle the most content-rich sites and experiences without bending or breaking. What matters is your site does not go down when hit by a traffic spike.

### Configurability

Drupal's flexible content architecture can help create the right content architecture using the administration Interface. This helps display only the content appropriate for each context with powerful display mode tools and Views.

Content authors can choose to include a variety of media types (images, video, pdfs, etc.) and use customizable menus to create a comfortable user experience, creating paths to content across multiple devices.

With Drupal's structured data model, you can display content in multiple layouts for the responsive web or export it to any app or client with a built in REST services. Drupal's open architecture and APIs provide developers a framework and tools to build using Drupal and to connect to other sources of data, content, and application functionality, including marketing technology tools.

---

**Content in Drupal is decoupled from delivery: content can be presented anywhere, any channel, in any format.**

---

Drupal can use web services following protocols including XML-RPC, REST, and SOAP. Drupal can consume web services by requesting data from other web applications. Developers can write service code in Drupal using PHP. We can also use the Services module as well as other service-specific contributed modules to create these web service requests. This allows the Drupal site to be extended and additional features added or consumed.

---

### Proposed Website Hosting Architecture

eWay Corp is an AWS Public Sector Partner and will leverage AWS Infrastructure capabilities to provide a highly customized architecture tailored to the requirements of Fort Bend County. Drupal CMS will be setup to run on the LAMP Stack on AWS Infrastructure. This would include a compute environment using EC2 running Apache webserver with a database backend running AWS Aurora for MySQL. We would suggest running multiple webservers with a load balancer to distribute traffic and provide redundancy. Static content will be stored on S3 and media and other related assets served using a CDN (AWS CloudFront).

## Application Specifications

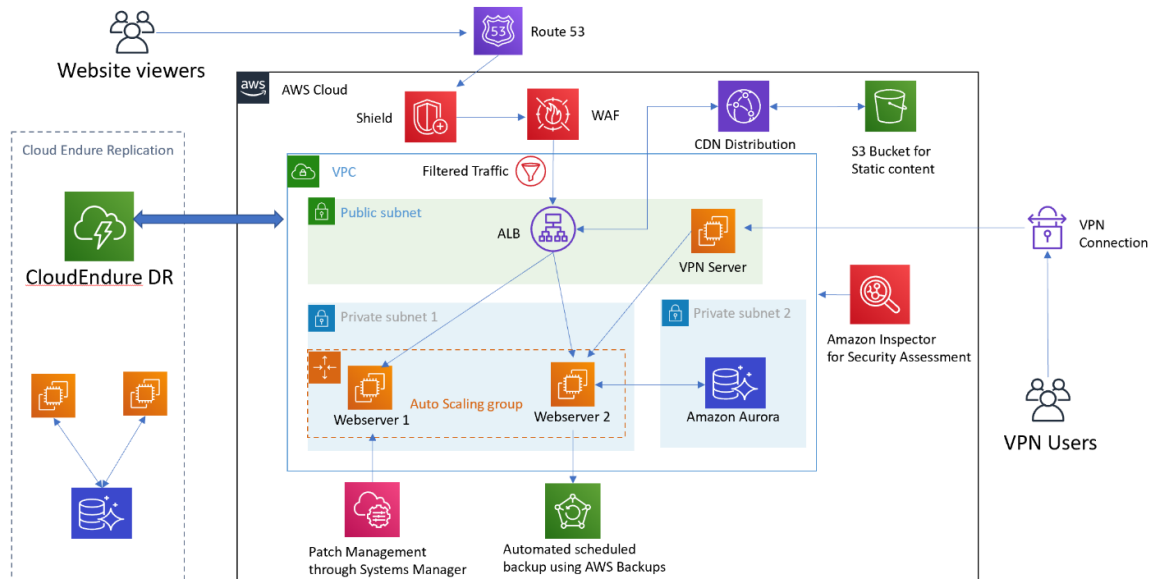
Our Drupal CMS installation will have the following specifications.

Content Management System	Drupal 8.x or Drupal 9.x*
Programming Language	PHP 7.x
Database Server	AWS Aurora Database (MySQL Compatible)
Web Server	Apache 2.4
Scripting	HTML 5/CSS 3/JavaScript
Source Control	Git
DevOps	AWS Code Commit/Code Pipeline
Project Management	Azure DevOps
Development Environment	Microsoft Visual Studio Code

\* The latest stable version available at the the time of project initiation.

## Architecture Diagram of Proposed Solution

The following diagram depicts a typical load-balanced and redundant Drupal website implementation on the AWS Infrastructure Platform.



## Analytics and Reporting

eWay Corp prosers the use of multiple technologies to for a cohesive analytics and reporting strategy for the Fort Bend County website. Some of the tools that we will use are detailed below.

## Vulnerability Assessment Report

We propose the use of Amazon Inspector for security assessment and to improve the security and compliance of the website deployed on AWS. Amazon Inspector will automatically assess website for exposure, vulnerabilities, and deviations from best practices. After performing an assessment, Amazon Inspector will produce a detailed list of security findings prioritized by level of severity.

## Trusted Advisor Report

AWS Trusted Advisor is an online tool that provides you real time guidance to help provision resources following AWS best practices. This report is provided across five critical items – Cost optimization, performance, security, fault tolerance and service limits. Output from this will be used to continuously monitor and optimize the hosting environment.



## Cloud Trail Report

AWS CloudTrail is a service that enables **governance, compliance, operational auditing, and risk auditing** of an AWS account. With CloudTrail, we can log, continuously monitor, and retain account activity related to actions across your AWS infrastructure. CloudTrail provides event history of AWS account activity, including actions taken through the AWS Management Console, AWS SDKs, command line tools, and other AWS services. This **event history** simplifies security **analysis, resource change tracking, and troubleshooting**. In addition, you can use CloudTrail to detect unusual activity in your AWS accounts. These capabilities help simplify operational analysis and troubleshooting.

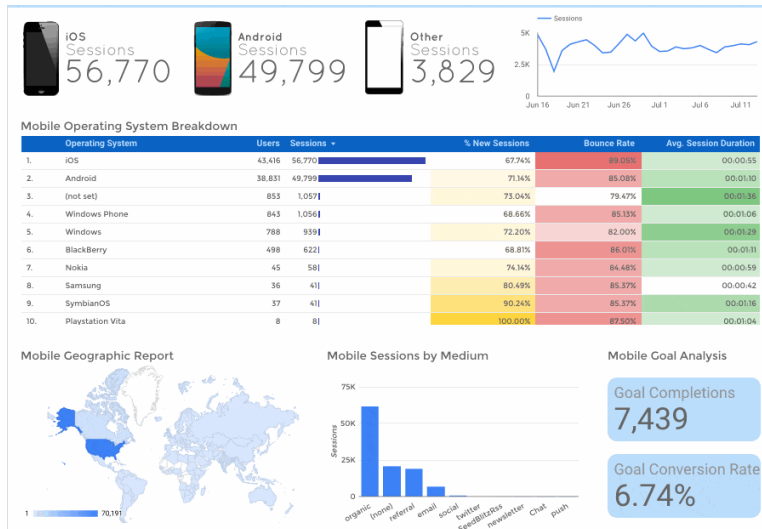
## Website Usage Reports

We use of industry standard tools to generate and provide feedback on website statistics. Multiple sources feed data into Google Analytics and are then pulled into Google Data Studio for visualization and reporting. This data can then help in taking decisions on optimization of existing website and creation of new content. Tools used are

- Google Analytics
- Google Search Console
- Google Tag Manager
- Google Data Studio

The metrics from Google are critical to learn who our users are and how they are finding and interacting with the site. They will also reveal how well the current site is performing and suggest opportunities to improve user experience for visitors and increase conversion. The metrics we use to measure site performance are

- Total Sessions/Visits
- Goal Conversion Rate
- Top Pages
- Traffic Sources
- Time Spent on Site
- Bounce Rate
- Exit Pages



eWay Corp can help provide detailed insights on website traffic and how we can optimize the website for higher traffic and goal conversion. This is an ongoing service and not offered as part of the website design and development package. We can initiate a discussion on the subject, do a discovery and provide you a SEO proposal.

## Describe any user research and/or usability testing you propose during the project.

### User Research

eWay Corp and Cooper Smith & Company will use industry established processes to undertake research during the discovery phase of the project. Inputs from these will provide a guide for our design and marketing team to create layouts and navigation that are targeted at specific use cases. This will be done in a phased manner.

### Determine the user's requirements/needs

Any website's content serves different users' needs, in different situations. To revise the interface and information architecture, our team would need to understand and priorities the requirements of the user. This is a short but crucial phase as it will drive the design decisions, bring everyone on the same page.

Steps	Techniques	Deliverables
Provide a list of personas and user situation	Conduct in-person interviews with stakeholders	Sort by priority and provide a list of use cases & personas
Determine primary & secondary personas	Competitive scenario & eco-system analysis	Survey results
Get user cases based on user relevance, frequency, location & strategic importance	Survey for staffs and users	Interview transcripts
Validate the resulting priority matrix with current users	Internal workshop for idea generation & prioritisation	

### Develop user experience & information architecture

In this phase, the team will co-create and develop different UI designs and information architecture and work with Fort Bend County stakeholders to collect feedback to ensure they meet requirements.

Steps	Techniques	Deliverables
Mapping out the present content architecture	In-depth user interviews	Prototypes
Combine user surveys and interviews & other information to generate prototypes	Design the prototype	Testing materials if required
Test prototype with users and find a consolidated and coherent solution	Wireframing	Sitemap and navigation architecture
	User acceptance testing	Final wireframes with a clickable prototype

## Implementation of solutions

Once the solution is validated, it needs to be implemented to understand its feasibility. An implementation plan is required which allows user feedback, metrics analysis and uses the internal resources fully.

Steps	Techniques	Deliverables
Work with internal stakeholders to understand tech systems and resources	Stakeholder interviews	Project plan
Determine KPIs and metrics to monitor	Sprint planning with special with prioritising backlog for development team or agency	Project roadmap
Prioritise implementation	Understanding whether third-party service providers need to be involved	Sitemap and navigation architecture
Project roadmap to divide responsibilities and distribute tasks		

---

## Usability Testing

eWay Corp proposes to conduct testing of public and intranet sites for validating designs and refining the user experience. Undertaking this process would help us to justify (and invalidate) critical assumptions related to website design, visuals, navigation, structure, and form. This will be done by defining the 3Ws.

1. **What** shall we test?
2. **Where** will we test?
3. **How** will we test?

### The What

This kind of testing can be done with practically anything – hand sketches, prototypes, UI elements and fully designed layouts Even loosely defined UI sketches can be a great way to evaluate a future product. In fact, recent research shows that lower-fidelity prototypes can be more valuable concerning both high and low-level user interactions.

### The Where

Where we conduct tests affects how we perform and document our work. In case of Fort Bend County, we could ask stakeholders to reach out to County Staff and co-workers to help collect feedback in and out of the office – on desktops, tablets and on mobile devices to ensure sufficient coverage.

## The How

Testing should be simple and straightforward. The participants talk aloud as they browse through the prototypes or look at design and asking open-ended questions such as:

1. What do you make of this?
2. What would you do here?
3. How would you do [that]?

The observant takes notes and/or screenshots with annotations. By answering these kinds of questions, participants tell a loose story in which they explain how they perceive the design.

## Provide a detailed description of the content management system that Fort Bend County will use to interact with the website and intranet.

---

### Content Management System Description & Features

eWay Corp proposes the use of Drupal as the content management system to build the Fort Bend County **public and intranet websites**. Drupal is a web content management tool as well as a customizable platform to help you build the right tool to serve your content management strategy. Drupal offers limitless potential with native features and module extensions. Detailed below are some salient features of the platform that would make it easy for Fort Bend County staff to use and manage on the daily basis.

### Easy Content Authoring

Intuitive tools in Drupal for content creation, workflow and publishing make it easy for content creators to do their jobs. Authentication and permissions help manage editorial workflows efficiently, and previews show how content will look on any device before users approve and publish.

- **In-place authoring** - Drupal allows you to create content with a WYSIWYG editor or to create and edit content in-place: browse to a page, click on the content, and edit right in the context of the content.
- **Versioning** - Drupal enables a quick and easy way to track all changes and revisions - a necessary capability if you have multiple editors and need to maintain a history of content changes. Drupal tells you who did what and when.
- **Workflows** - Drupal lets you create and manage custom, editorial workflows for all your content processes. Drupal lets you view the stage your content is in - from creation to review to publication and lets you manage user roles and actions, automatically.
- **Content Tagging and Taxonomy** - Beyond creating content, Drupal's strength is creating structured content – define content elements, tag content based on any attributes, create relevant taxonomy for content so it can be searched, found, used, and reused in ways that satisfy visitors.
- **Responsive Images** - Drupal 7 provided image styles in the core, which allowed you to automatically resize images. Drupal 8 takes that a step further and allows you to choose different styles for individual images.

## Mobile-First

Drupal supports responsive design best practices and ensures your users get a seamless content experience every time, on every device.

## Performance

Drupal is built for speed. Drupal 8 caches all entities and only loads JavaScript when necessary. When a page is viewed, its content does not need to be reloaded again. Previously viewed content is quickly loaded from the cache. Once configured and enabled, caching is completely automatic.

## Flexible Content Architecture

Drupal can help create the right content architecture using the Administration Interface. This helps display only the content appropriate for each context with powerful display mode tools and Views. Content authors can choose to include a variety of media types (images, video, pdfs, etc.) and use customizable menus to create a comfortable user experience, creating paths to content across multiple devices.

## Content as a Service

With Drupal's structured data model, you can display content in multiple layouts for the responsive web or export it to any app or client with a built in REST services. Drupal's open architecture and APIs provide developers a

framework and tools to build using Drupal and to connect to other sources of data, content, and application functionality, including marketing technology tools. Content is decoupled from delivery.

## Strong Stack Foundation & Standards

Drupal lives on a modern LAMP technology stack: Linux, Apache, MySQL and PHP, which together are building next generation digital platforms. The stack is used in millions of servers worldwide. Drupal 8 aligns with the latest PHP 7 standards like PSR-4, namespaces, and traits.

## Scalable

Drupal's scalability means it can manage the largest, most high-traffic sites in the world. Sites that experience daily high traffic, like weather.com, and sites that see periodic spikes in traffic, like grammy.com all use Drupal to ensure scalability as traffic and content grows.

## Integrated Digital Applications

Drupal integrates easily with a wide ecosystem of digital marketing technology and other business applications. And, Drupal's API-first focus means connecting content to other sites and applications, making content more powerful.

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## Additional Information about Drupal Content Management System

Additional information about Drupal including official guides can be found on the following links.

- <https://www.drupal.org/>
- [https://www.drupal.org/docs/user\\_guide/en/index.html](https://www.drupal.org/docs/user_guide/en/index.html)
- <https://www.drupal.org/documentation>
- <https://www.drupal.org/support>

## Describe the communication plan during the project.

This communication plan describes the approach for communicating and collaborating on the Fort Bend County website design project. This plan will help to facilitate effective and coordinated communication between eWay Corp, Cooper Smith & Company and Fort Bend County Stakeholders.

A dedicated Project Manager will be assigned to the project. The contact information such as phone and email will be shared with the Fort Bend County Stakeholders. Additionally, a login will be created in eWay Corp's support system for Fort Bend County to submit support requests.

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### Weekly check-ins

Weekly video conference calls between Project Manager and Project Owner at Fort Bend County (and other stakeholders) will be conducted to go over project progress, questions and share any related work that is completed.

#### What will be shared?

- Timeline & budget flags
  - What was completed
  - What is in progress
  - Any deliverables needing approval
  - Questions about deliverables
  - What is coming up next
- 

### Major milestone meetings

Meetings set up for presentation and delivery of major milestone deliverables. The dates will be scheduled at least a week in advance to ensure availability of participants.

#### What will be shared?

- Agenda for meeting
- Attendees required for meeting
- Links or summary of deliverables being presented

#### Meeting format:

- Agenda review
- Deliverable presentation
- Questions/Discussions
- Next milestone review

#### Email (immediately after meeting)

- Meeting notes to all attendees
- Next steps and waiting on lists
- Links to approved deliverables

## After deliverables are approved

1. Notification of approval of deliverables to all project members and stakeholders.
2. Milestone closure

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## Weekly email reports

Weekly emails will be sent at the end of the week to relay project timeline, budget, and milestone particulars

## What will be shared?

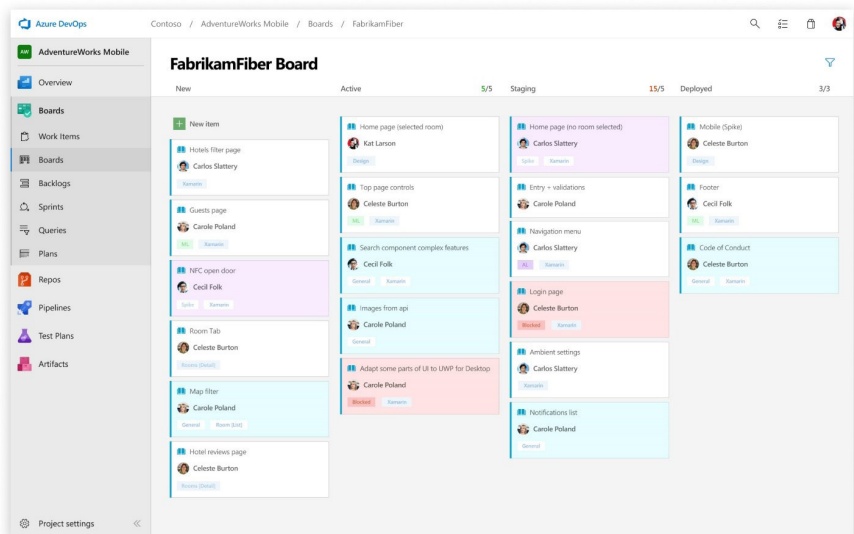
- Budget burn
- Timeline specifics
- Links to deliverables approved
- Links to edited deliverables
- Links to anything to review
- Next steps list
- Waiting list
- Project Needs

---

## Project Management System

Our development process is based on Agile/Scrum methodology with fortnightly sprints. We use Microsoft's Azure DevOps product as our project management system. This platform provides simple and modern agile tools like Kanban boards, backlogs, dashboards, and scrum boards which we can adapt to fit your team's needs and scale up easily.

We plan to run fortnightly sprints. All outstanding features go into a common backlog. During a sprint planning meeting the features are voted on, prioritized, the effort estimated and then put into a sprint backlog. At the start of each sprint work is delegated to the team members and tracked through in Boards which provides a real time status updated of each task. As each task progresses through the development and testing process, it can be visualized on a Kanban board. When development is completed the task moves from "In Progress" to "Done" and a testing ticket subsequently created for the QA team to test the feature.



Upon completion of testing and when the sprint ends, a spring summary would be sent to stakeholders at Fort Bend County for review and approval. This process would then repeat for the next cycle.

## Provide three examples of relevant recent work.

---

### Example 1 – Provisur Technologies Website

#### Background:

Provisur is a wholly owned subsidiary of CC Industries (CCI) and was formed in 2009 to consolidate the company's food processing equipment manufacturing acquisitions. Since its founding, Provisur has expanded its portfolio of leading brands to serve its global customer base with a broad range of value-added equipment and full line solutions. The company specializes in five key technology areas, all of which, when combined with material handling and automation, can be built into fully integrated production lines.

#### Business Challenge:

Provisur sought to unify their multiple brands under a single identity. Their old website was a disjointed experience that listed all their manufacturing brands, each of which linked off to a non-client-managed specific brand website. This resulted in a complex navigational system that sent users away from the primary company website and into a separate website entirely, complicating the browsing experience for users. Finding the right product for each brand was difficult, disorganized, and confusing. The site was not responsive and could not be viewed on mobiles and tablets. The website required:

- A simple intuitive and organized navigation
- An easy to understand hierarchical structure
- A merging of all brand products for a unified product browsing system contained in one site
- Content translations across their audience's native languages (English, French, Spanish and German)

#### Solution:

In partnering with a design agency out of Illinois, eWay and their partner initiated a complete design overhaul. In this undertaking, eWay led the efforts on the organizational and technical requirements, providing content consolidation strategies, wireframes, sitemaps, and development. The partnering agency handled the design aesthetic and copywriting for the website. Together, we delivered a clean multi-lingual site that unified the brands and gave intuitive navigational options to find the right product. The complete solution came with:

- A custom theme developed using the Drupal platform
- Custom responsive templates making the website available in mobile, desktop and tablet
- A universal integrated search mechanism, developed for indexing different categories
- Custom modules facilitating search for product attributes: finding products by application, type, equipment, brand, and machine size made easy
- Hooks to a platform for passing translations for all content into French, German and Spanish and translation was done across all categories: content, navigational elements, breadcrumbs, labels.
- URLs was restructured to allow local-specific browsing based on regional settings.
- The application was migrated to AWS Cloud environment for security and scalability.

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## Example 1 - Provisur Technologies, continued

### Benefits:

- Intuitive and updated design for better usability
- Integrated product catalogue across multiple brands
- Universal search mechanism activated
- Website translated across four languages: English, French, Spanish and German

### Technology Stack

- PHP 7.x
- MySQL
- Drupal 8
- HTML/CSS/JavaScript
- AWS Cloud Infrastructure Services



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## Example 2 – Simpson College

### Background:

Simpson College is a Methodist liberal arts college in Indianola, Iowa. Simpson has been accredited by North Central Association since 1913. The college has about 1,250 full-time and 300 part-time students. In addition to the Indianola residential campus, Simpson has a facility in West Des Moines.

### Business Challenge:

Simpson College approached eWay Corp with the purpose of restructuring sections of their existing site. The idea was to renovate the website to accomplish the client's goals without compromising on the existing structure or framework.

The website required:

- Implementing a blog for the Office of Marketing
- Developing new Paragraph components such as Job Listings
- Website Search Enhancements
- Enhancing styling for forms display
- Enhancements to News/Success Stories

### Solution:

In this undertaking eWay Corp made several significant changes to the templates. eWay Corp delivered a site which was clean, intuitive, and integrated various functionalities without any complexity. The complete solution came with:

- A new blog section to post news and updates for the Office of Marketing
- A dynamic Career/Job Listings page: any update at the back end like adding a new job offering as a content type would automatically reflect in a format at the front-end
- Fixed content indexing issues enabling the site search to crawl through titles, body content, tags and return results based on weighted averages of search term density
- Created filters which had streamlined the search process of the target audience
- Separated content types by including a dynamic feed. The respective professor's information was linked to their course descriptions and courses taught which would dynamically feed to the Professor's page.
- Created content types which could dynamically propagate the website based on relevancy which is important
- Cleaned up UI and improved it for News/Success Stories sections
- Updated the Header menu by making it dynamic
- Updates UI forms to make them consistent across the website

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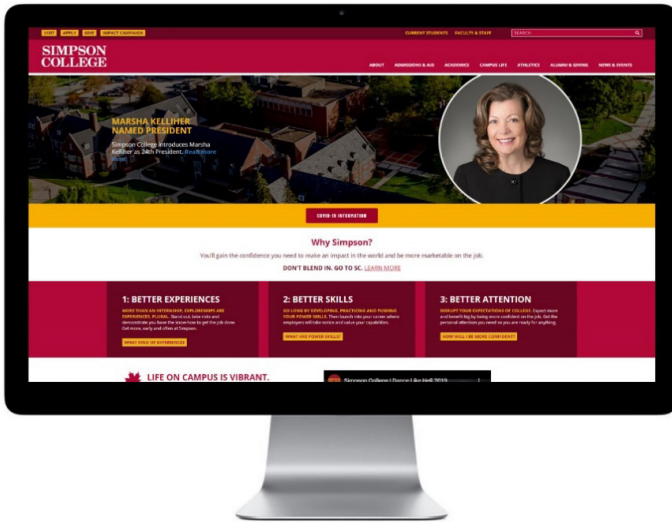
## Example 2 - Simpson, continued

### Benefits:

- Better content indexing to help in dynamic pull of information
- Enhanced search mechanism which eased the navigational process
- UI Improvements on sections and forms
- Feature additions

### Technology Stack

- PHP 7.x
- MySQL
- Drupal 8
- HTML/CSS/JavaScript



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## Example 3 – Federal Home Loan Bank of Des Moines

### Background:

Federal Home Loan Bank (FHLB), Des Moines is a cooperative owned by members offering liquidity and funding solutions to almost 1350 members to support mortgage lending, economic development, and affordable housing in the communities they serve.

### Business Challenge:

eWay Corp was approached to be the technical partner of FHLB of Des Moines for upgrading their website in Drupal 8. The aim was to upgrade creative styling of the on-site forms to be more consistent with the corporate look and add an Events section along with other on-page details.

### Solution:

eWay Corp worked on the client's internal resources site to avail the company's documentation relevant for operations (paperwork forms etc) and education (product information, how-to guides, videos, and pamphlets etc). By auditing the current website of the client, eWay Corp

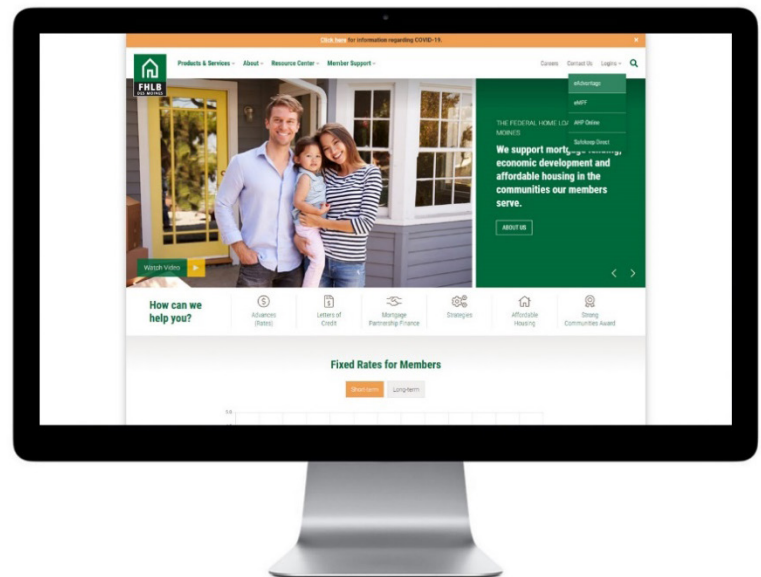
- Created a new section on the site that allowed user to upload the documents in the backend, add details (tags, descriptions, title tags) with Sort/Filter functionality
- Added a Search functionality to ease navigation of the site for the user
- Included Events Landing and Events Details page templates to the site
- Added Backend functionality to manage Events listing with 'Featured Events' section
- Applied new CSS styling to onsite forms

### Benefits:

- New features added
- Simplified website navigation
- Content management for ease of updates and management

### Technology Stack:

- PHP 5.x
- MySQL
- Drupal 8
- HTML/CSS/JavaScript



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## Example 4 – Iowa STEM (The Iowa Governor’s STEM Advisory Council)

### Background:

The STEM (Science, Technology, Engineering, Mathematics) Council is Iowa’s edu-nomic development initiative to invigorate the PreK-12 talent pipeline toward STEM careers. The STEM Council is made up of leaders in higher education, business, Pre-K through 12 educators, as well as state and local government officials. A total of 62 members comprise the STEM Council from across the state of Iowa, collaborating to boost STEM education and innovation. The STEM Council conceives of STEM-specific programs, STEM events, and STEM resources to Iowans.

### Business Challenge:

The website of the Iowa Governor’s STEM Advisory council developed back in 2013 had become dated and could not be viewed on tablets and mobile devices. The navigation was clunky, and the site was missing essential features. The Council decided to completely overhaul the site and have it redeveloped from the ground up. They also needed a Content Management System that would allow them to make updates to website content without involving developers.

### Solution:

We worked with the Council and a local agency to redesign and redevelop the website using Drupal 7. The agency was responsible for graphic design, information architecture, content and eWay Corp was the development partner.

The UI was developed using Bootstrap to make it responsive and optimized for smaller screens. The navigation was optimized based on the target audience. A calendar was added to publish events and

keep members updated. Custom content types were created to house content such as News, and Media Releases. A digital Resource center was created to house and publish links and documents and search optimized. A blog was created to publish content updates.

### Benefits:

- Updated and refreshed UI to better portray marketing initiatives of STEM Council
- Responsive for tablets and mobiles
- Improved website navigation
- New features added
- Content Management for ease of updates and management

### Technology Stack:

- PHP 5.x
- MySQL
- Drupal 7
- HTML/CSS/JavaScript



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## Example 5– Des Moines Community Playhouse

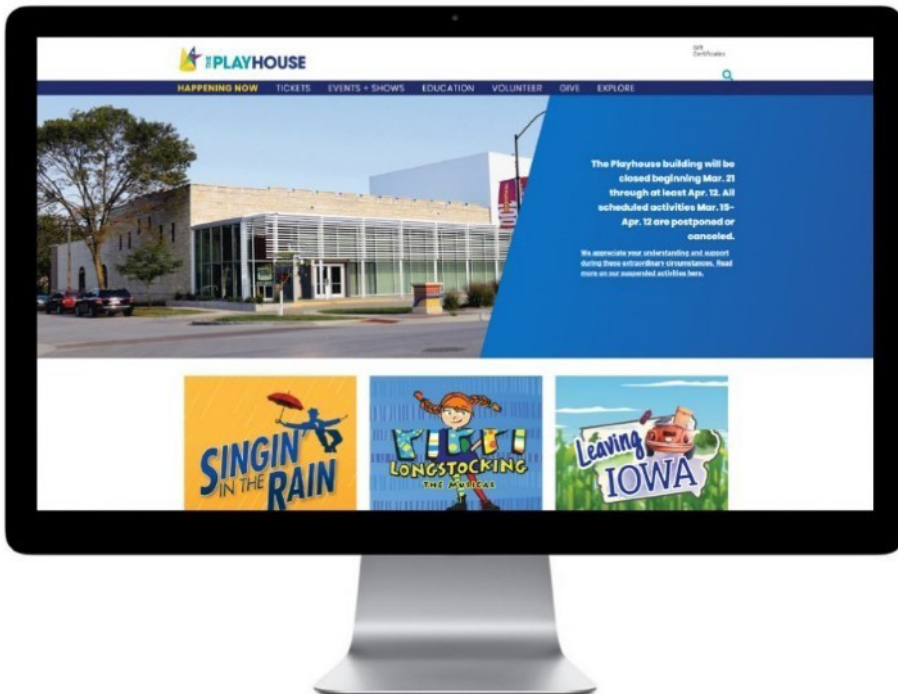
Des Moines Community Playhouse Des Moines Community Playhouse reached out to their supporting partners Sally Cooper Smith and eWay Corp to redesign and update their current website to mark their centenary celebration. The purpose was to present the user with a better experience by improving the usability of the website.

In partnership with Sally Cooper Smith, we were tasked with website restructuring, template creation, design fixes, programming, content migration, testing and launch of the website.

Our development team rebuilt the website from the ground up, taking current feedback from Sally Cooper and Des Moines Community Playhouse. We

built out custom fields and developed dynamic fields throughout the website to save time for internal team members. In past, team members were duplicating content entry due to the website's old condition. In addition, we added a Classes and Camps section. This custom section allows Playhouse visitors to sort and filter through available classes that The Playhouse provides year-round, enabling visitors to find class information whenever and wherever.

The current website is hosted and managed by eWay Corp on the AWS Cloud Infrastructure platform at <https://www.dmplayhouse.com>.



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Small scale project that contains relevant components to Fort Bend County project goals.

### Website Chat Support Module

For our clients Sage Oil Vac (<https://www.sageoilvac.com/>) and Three Tree Tech etc. (<https://www.3treotech.com/>), eWay Corp integrated a website chat support feature. Some of the features of this module include.

- Ability to view your website traffic in real-time, and what region your visitors are located.
- See which webpages they have visited, how long they've been on your site, and what browser and operating system they're using.
- Request chats with visitors on your website.
- Integrated email messaging.
- Dramatically reduced support time by use of a Helper Chat Bot that automatically responds to common visitor questions using the power of A.I. during non-business hours.
- Support staff can use a mobile device or tablet to respond to questions.
- Add team member pics and bios for a real human connection.
- Use simple keyboard shortcuts to access saved replies and quickly respond to commonly asked questions.
- Ability to group support staff by departments.

### ADA Compliance Testing & Remediation

eWay Corp has undertaken ADA Compliance for multiple client websites in the past. Some of them include.

- John Cabot University
- Fort Lewis College
- Rocky Mountain College
- Trine University
- Waukesha County Technical College

Our accessibility compliance process mitigates risk, ensures accessibility is done right. We perform continuous accessibility testing to evaluate compliance with standards to help align requirements with deliverables. Our test bed includes processes for automated as well as manual compliance testing.

- Website Accessibility Tests (WCAG 2.1\* A, AA, AAA)
- Web Standards Compliance (HTML/CSS)
- Browser Compatibility Tests (Common Browsers)
- Broken Links and Errors
- Spelling and Content Checking
- Privacy Standards
- SEO Audit

\* WCAG 2.2 is a Draft Specification and the guidelines are still in development. The final version is expected in late 2020. For more information please go to <https://www.w3.org/blog/2020/02/wcag-22-in-development/>

## Provide a detailed Project Schedule

Included here is a suggested implementation plan based on our current understanding of requirements. This may be revised after undertaking discussion with Fort Bend County's stakeholders.

### PHASE 1: DISCOVERY & PLANNING

- Strategy and Project Launch Meeting
- Internal Stakeholders Meeting
- Branding Guidelines and Style Guides
- Website Specifications Outline and Documentation
- Technology Outline and Documentation

Estimated Timeline: 1-2 Weeks

### PHASE 2: PROJECT SETUP & RESOURCE ALLOCATION

- Setup of Accounting Codes and Billing
- Setup of Project Management System - Establish Tasks, Milestones and Deliverables
- Setup of Development and Test Environments
- Setup of Source Control Repository and DevOps
- Allocation of Team Responsibilities

Estimated Timeline: 1-3 Days

### PHASE 3: DESIGN

- UI/UX Planning
- Wireframes and Prototypes
- UI Development based on approved brand guidelines
- Reviews, Design Approvals and Sign-off
- Creation of design guidelines for development team
- Content Strategy and Information Architecture

Estimated Timeline: 3-5 Weeks

### PHASE 4: DEVELOPMENT

- Programming templates for Home Page and major Landing Pages
- Programming templates for Content Pages
- Programming of functional requirements (Forms, Calendar, Document Archive, Notifications, Newsletter, FAQ, News, Blog, Image Slideshows, Third Party Integrations)
- Apply event tags to site conversion points for effective and connected marketing
- Setup of Analytics and Reporting

Estimated Timeline: 4-6 Weeks

## PHASE 5: CONTENT MIGRATION

- Analyze data from old website
- Match the data with the new site architecture
- Create a sitemap
- Test content migration with a pilot phase
- Catalogue the content
- Migrate the content
- Check and fix broken links

Estimated Timeline: 4-6 Weeks

## PHASE 6: DEBUGGING

- UI/UX Testing
- Functional Testing
- Browser and Device Compatibility Testing
- Website Accessibility Testing
- Integration Testing
- User Acceptance Testing

Estimated Timeline: 2-4 Weeks

## PHASE 7: DEPLOYMENT

- AWS Account Setup
- Setup of Production Environment
- DevOps Integration
- Setup of Backups and Monitoring
- Setup of Website Security and Fault Tolerance
- Publish site and go live

Estimated Timeline: -1-2 Weeks

## PHASE 8: TRAINING

- Setup of secured knowledgebase site for IPERS Staff
- Training Manual content development
- Staff Training for website administration and content management

Estimated Timeline: 1-2 Days

## PHASE 9: ANNUAL MAINTENANCE & SUPPORT

- Transition Website to Maintenance
- Maintenance and Support Team Setup
- Define SLA parameters
- Ongoing Maintenance & Support

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## Key personnel that will be involved with each phase of the project

This information has been provided in the section titled 'Staffing' below.

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## Give a brief statement of the firm's adherence to the schedule for the project

When the project plan is being created, a project implementation process is planned along with risks, limitations, and resource availability. Our Project Manager has to break down requirements into deliverables. The tasks are then discussed with the team to find reasonable estimates of cost and duration.

Our planning team uses the three-point estimation technique with information from historical records and experience to determine the best case, worst-case and likely estimates. A project schedule is created that showcases our understanding of when the tasks will be accomplished. The team is encouraged to freely discuss roadblocks and risks in each Milestone before the start of development. Any deviation from an accepted schedule leads the team falling behind, idle time, poor-quality output, and as a result, rework. Thus, there is an extremely important to stay on schedule.

We use our Weekly Meetings and Major Milestone Meetings to check if deliverables are on schedule and adjust priorities accordingly.

The Q & A document clarifies that the **launch will be in October 2020**. Providing for any mitigating circumstances out of our control, we should be able to get the site ready for launch by October.

## Provide a detailed, multi-paragraph description of the content migration process, with any charts or tables where appropriate.

eWay Corp understands that these are the main goals of Fort Bend County in choosing a new CMS

- Solve the current technical limitations: Eliminate publishing delays; allow the users to make changes to their web pages and to see their changes online instantly. Provide a single interface to enter information instead of using different systems for different types of content.
- Move to an open-source development platform: Select a new CMS that is based on development platform (rather than a product), so that we can build more functionality over time to address future needs.
- Build the functionality: Fort Bend County needs to offer functionality on their site that includes privacy controls, file sharing, updating photo galleries & news section, updating future events in calendars, updating directories, publishing content, and eWay Corp needs to build rich collaborative functionality for the diverse users.

eWay Corp's aim will be to

- Enable website editors and administrators to easily search for, draft, edit, preview/QA, schedule, publish to and update content/issue corrections on the website via an editorial workflow (rather than code deployment)
- Allow website editors and administrators to easily search, navigate, and restore previous versions of the content if required. Tracking should include users, timestamps, and diffs/

indicators of what changed.

- Enable website editors and administrators to easily (and preferably automatically) pull and render specific data and content from linked databases
  - Allow CMS administrators to 1) manage end user accounts (reset password, deactivate/delete user), 2) manage a subset of staff accounts and permissions on the CMS via integration with eWay Corp's SSO solution (not all staff will have access to the CMS)
- 

## Preparing for Migration

- **Map old site to new site:** With a complete list of every page from the legacy site, the team will prepare a spreadsheet including how that content will move over to the new site. This will be done for every URL. Pages that are not moving need to be accounted for with either a 3xx redirect or a 404 (Not Found) or 410 (Gone) code. Columns will be included that have the page title, meta description, H1 tag and targeted keyword(s). This will be used as a checklist to make sure there is not any obvious duplicate content. The team of SEO experts will officially sign off on the page titles, meta tags, content, and general on-site factors.
- **Conduct an internal audit:** Once both the sites are mapped, the team conducts an internal audit before moving the content. Some of the metrics that are used to understand the relevance of content are Time on page, Page views, Organic traffic, click-through rate. After a thorough review of 'Landing pages' and 'All pages' reports in Google Analytics the team ensures all the high converting and high traffic web pages are migrated to the new website. This methodology will be discussed with and validated by the client team before the final migration. It is important to use different reference points to find all URLs on the site. Combining a page crawl tool, pages in Google Analytics, Search Console and the Google Index will ensure that all URLs are covered and will mean less 404 errors when the new site launches. Changes found during the audit stage need to be communicated back to the UXD who may need to adjust architecture, wireframes, navigation, etc.
- **Prepare a contingency plan:** The team will define potential areas where there might be issues once the migration plan is initiated. Cross-check domain and slug change; it is essential as search engine or bookmarks with indexed pages must point to specific places. Double and triple checking of broken links before the site goes live with specific tools.
- **Run multiple sites:** In the process of developing a new site, there will be a time when the 'new' site will be in development while the legacy site will be handling the traffic. To reduce the possibility of missing out on any content, its ensured that content is fed to both sites during this phase.
- **Final check:** The team will go through content inventory and check each section to ensure everything whitelisted got migrated.

## Migration Checklist

Phase 1: Planning	Phase 2: Execution	Phase 3: Verification & Monitoring
Define the goals of the migration	Execute and verify the backup	Go through all acceptance criteria
Back up the original site	Disable crawlability of the site	Manually test the content in the unlikely case if something is overlooked
Check deployment and rollback of the staging and production environment	Execute a test migration on a staging environment and verify all points of acceptance criteria on it	Check the performance of the new site, measure loading times
Prepare analytics and tracking related metadata for the new site	In case of a domain change, update DNS and perform all accompanying administration and automatic redirection	Retire the old content or mark the original content source to avoid getting penalized for duplicate web content (for domain switch)
Links referring to other articles from the same domain (absolute and relative)	Perform the real migration of entire content inventory	Track ranking and indexing as part of SEO optimization technique
Asset files and references	Enable the new site, restore crawlability	
Review custom styling, content annotation		
Interactive content such as an interactive text editor or a calendar		
Popups, signup forms		
Migration plan of comments associated with the post		
Take character encoding differences into consideration		
Original content HTML tags		
Categories and tags associated with the content		
SEO keywords associated with the content		
Author information		

## Provide a description of the hosting environment for the website and intranet.

eWay Corp is an AWS Public Sector Partner and proposes the use of AWS Infrastructure for hosting the Fort Bend County website. AWS is the #1 Cloud Infrastructure Provider in the World and is uniquely positioned to provide more than 1000 services that allow us to host applications, databases and services in highly available and resilient infrastructure that is secure, reliable and compliant. More information about AWS Cloud Infrastructure including geographical locations can be found in the section Tab 6 – Hosting Data Center Information.

eWay Corp proposes the following hosting services to be used to host Fort Bend County websites.

Hosting Service Provider	Amazon Cloud Services
Web Server (Compute)	EC2 Instances
Operating System	Linux
Database Server	Amazon Aurora
DNS Services	AWS Route 53
Backups	AWS Backup
Content Delivery Network	AWS CloudFront
Messaging & Notifications	AWS SES/SNS
Firewall	AWS WAF
DDoS Prevention	AWS Shield *
Redundancy	AWS Application Load Balancer
Fault Tolerance	AWS Auto Scaling
Security Testing	AWS Inspector
Static Content Storage	AWS S3
Account Security	AWS IAM
Disaster Recovery	AWS CloudEndure
Server Patching and Updates	AWS Systems Manager

\*Requires Route 53

### Web Servers (AWS EC2)

We will use one or more [EC2 Compute instances to host the website](#). Amazon Elastic Compute Cloud (Amazon EC2) is a web service that provides secure, resizable compute capacity in the cloud. These can be scaled vertically or horizontally based on the traffic

and load requirements.

### Database Server (AWS Aurora)

We propose the use of AWS Aurora service to host the website database. Amazon Aurora is a MySQL-compatible [relational database built for the cloud, that combines the performance and availability of traditional enterprise databases with the simplicity and cost-effectiveness of open source databases](#).

### DNS Services (AWS Route 53)

We will start by using Route 53 as the DNS service. Amazon Route 53 is a highly available and scalable cloud [Domain Name System \(DNS\)](#) web service. Amazon Route 53 effectively connects user requests to infrastructure running in AWS or Amazon S3 buckets – and can also be used to route users to infrastructure outside of AWS.

We can use Amazon Route 53 to configure DNS health checks to route traffic to healthy endpoints or to independently monitor the health of your application and its endpoints. Amazon Route 53 Traffic Flow makes it easy for you to manage traffic globally through a variety of routing types, including Latency Based Routing, Geo DNS, Geoproximity, and Weighted Round Robin—all of which can be combined with DNS Failover in order to enable a variety of low-latency, fault-tolerant architectures.

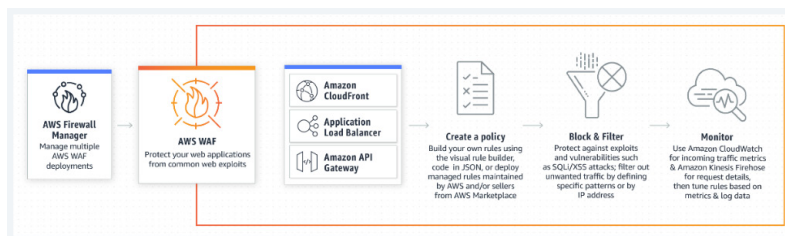
## DDoS Protection (AWS Shield)

We propose the use of AWS Shield service for preventing DDoS attacks. AWS Shield is a managed Distributed Denial of Service (DDoS) protection service that safeguards applications running on AWS. AWS Shield provides always-on detection and automatic inline mitigations that minimize application downtime and latency, so there is no need to engage AWS Support to benefit from DDoS protection.

AWS Shield Standard defends against most common, frequently occurring network and transport layer DDoS attacks that target your web site or applications. When you use AWS Shield Standard with Amazon CloudFront and Amazon Route 53, you receive comprehensive availability protection against all known infrastructure (Layer 3 and 4) attacks.

## Web Application Firewall (AWS WAF)

We propose the use of AWS WAF (web application firewall) as a firewall to protect the site from malicious attacks. AWS WAF is a web application firewall that will help protect the website against common web exploits that may affect availability, compromise security, or consume excessive resources. AWS WAF gives control over how traffic reaches the website applications by enabling us to create security rules that block common attack patterns, such as SQL injection or cross-site scripting, and rules that filter out specific traffic patterns you define.



## Penetration Testing (AWS Inspector)

Amazon Inspector is an automated security assessment service that helps improve the

security and compliance of applications deployed on AWS. Amazon Inspector automatically assesses applications for exposure, vulnerabilities, and deviations from best practices. After performing an assessment, Amazon Inspector produces a detailed list of security findings prioritized by level of severity. These findings can be reviewed directly or as part of detailed assessment reports which are available via the Amazon Inspector console or API.

## Fault Tolerance and High Availability (AWS Elastic Load Balancer)

We propose the use of AWS Application Load Balancer to make the website fault tolerant and highly available. Load Balancing automatically distributes incoming application traffic across multiple web servers. It can handle the varying load of your application traffic across multiple Availability Zones and feature high availability, automatic scaling, and robust security necessary to make your website fault tolerant.

## Content Delivery Network (AWS CloudFront)

We will use AWS CloudFront to host static assets such as images, documents, video and other assets. Amazon CloudFront is a fast content delivery network (CDN) service that securely delivers data, videos, applications, and APIs to customers globally with low latency, high transfer speeds, all within a developer-friendly environment. CloudFront is integrated with AWS – both physical

locations that are directly connected to the AWS global infrastructure, as well as other AWS services. CloudFront works seamlessly with services including AWS Shield for DDoS mitigation, Amazon S3, Elastic Load Balancing or Amazon EC2 as origins for your applications.

### Backups (AWS Backup)

AWS Backup is a fully managed backup service that makes it easy to centralize and automate the back up of data across AWS services in the cloud as well as on premises using the AWS Storage Gateway. Using AWS Backup, you can centrally configure backup policies and monitor backup activity for AWS resources, such as Amazon EBS volumes, Amazon RDS databases, Amazon DynamoDB tables, Amazon EFS file systems, and AWS Storage Gateway volumes. AWS Backup automates and consolidates backup tasks previously performed service-by-service, removing the need to create custom scripts and manual processes.

### Disaster Recovery (CloudEndure)

CloudEndure Disaster Recovery is an AWS service that makes it quick and easy to deploy a disaster recovery strategy on the AWS cloud. CloudEndure Disaster Recovery will continuously replicate servers (including operating system, system state configuration, databases, applications, and files) into a low-cost staging area in your target AWS account and preferred Region. In the case of a disaster, we can instruct CloudEndure Disaster Recovery to automatically launch machines in their fully provisioned state in minutes.

### Scalability (AWS Auto Scaling)

AWS Auto Scaling monitors applications and automatically adjusts capacity to maintain steady, predictable performance at the lowest possible cost. Using AWS Auto Scaling, you can maintain optimal application performance and availability, even when workloads are periodic, unpredictable, or continuously changing.

### Patching and Updates (AWS Systems Manager)

AWS Systems Manager helps you select and deploy operating system and software patches

automatically across large groups of Amazon EC2 compute instances. Through patch baselines, you can set rules to auto-approve select categories of patches to be installed, such as operating system or high severity patches, and you can specify a list of patches that override these rules and are automatically approved or rejected. Systems Manager helps ensure that your software is up-to-date and meets your compliance policies.

### Virtual Private Network (VPN)

A VPN tunnel will be created to securely access the hosting resources for maintenance and updates. IP Addresses of users accessing via VPN would be whitelisted for added security.

### Uptime

eWay Corp hosts infrastructure with Amazon Web Services (AWS). AWS offers an uptime guarantee of 99.99% on [compute and storage services – these are the primary two services that will be used.](#)

eWay Corp will use industry best practices to ensure maximum uptime of the website possible within the parameters provided by AWS. You can get a detailed information of SLAs offered from AWS by visiting <https://aws.amazon.com/legal/service-level-agreements/>.

At times, the website will be required to be taken down for maintenance based on a schedule. At this time, a maintenance page will be setup so that customers are aware of the status.

Website uptime is measured using an external service that pings the website every 5 minutes from 4 different geographical locations. A monthly uptime report will be made available to Fort Bend County as a standard practice.

eWay Corp proposes the use of Load Balancing for ensure near zero downtime. We propose the use of AWS Application Load Balancer

to make the website fault tolerant and highly available. Load Balancing automatically distributes incoming application traffic across multiple web servers. It can handle the varying load of your application traffic across multiple Availability Zones and feature high availability, automatic scaling, and robust security necessary to make your website fault tolerant.

## The hosted solution should protect the website against Distributed Denial of Service (DDoS) and other cyberattacks

eWay Corp follows AWS's Well Architected Security Framework for implementing security in the cloud. There are seven design principles we follow.

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### Security begins with the principle of least privilege.

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1. Implement a strong identity foundation: Implement the principle of least privilege and enforce separation of duties with appropriate authorization for each interaction with your AWS resources. Centralize privilege management and reduce or even eliminate reliance on long-term credentials.
2. Enable traceability: Monitor, alert, and audit actions and changes to your environment in real time. Integrate logs and metrics with systems to automatically respond and act.
3. Apply security at all layers: Rather than just focusing on protection of a single outer layer, apply a defense-in-depth approach with other security controls. Apply to all layers (e.g., edge network, VPC, subnet, load balancer, every instance, operating system, and application).
4. Automate security best practices: Automated software-based security mechanisms improve your ability to securely scale more rapidly and cost effectively. Create secure architectures, including the implementation of controls that are defined and managed as code in version-controlled templates.
5. Protect data in transit and at rest: Classify your data into sensitivity levels and use mechanisms, such as encryption, tokenization, and access control where appropriate.
6. Keep people away from data: Create mechanisms and tools to reduce or eliminate the need for direct access or manual processing of data. This reduces the risk of loss or modification and human error when handling sensitive data.
7. Prepare for security events: Prepare for an incident by having an incident management process that aligns to your organizational requirements. Run incident response simulations and use tools with automation to increase your speed for detection, investigation, and recovery.

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### DDoS Protection (AWS Shield)

We propose the use of AWS Shield service for preventing DDoS attacks. AWS Shield is a managed Distributed Denial of Service (DDoS) protection service that safeguards applications running on AWS. AWS Shield provides always-on detection and automatic inline mitigations that minimize application downtime and latency, so there is no need to engage AWS Support to benefit from DDoS protection.

AWS Shield Standard defends against most common, frequently occurring network and transport layer DDoS attacks that target your web site or applications. When you use AWS Shield Standard with Amazon CloudFront and Amazon Route 53, you receive comprehensive availability protection against all known infrastructure (Layer 3 and 4) attacks.



## AWS Shield Standard

All AWS customers benefit from the automatic protections of AWS Shield Standard. AWS Shield Standard defends against most common, frequently occurring network and transport layer DDoS attacks that target your web site or applications. When you use AWS Shield Standard with Amazon CloudFront and Amazon Route 53, you receive comprehensive availability protection against all known infrastructure (Layer 3 and 4) attacks. Cost of AWS Shield Standard is included in the Cost of Hosting.

## AWS Shield Advanced (optional)

If a higher level of protection is required eWay can offer AWS Shield Advanced. In addition to the network and transport layer protections that come with Standard, AWS Shield Advanced provides additional detection and mitigation against large and sophisticated DDoS attacks, near real-time visibility into attacks, and integration with AWS WAF, a web application firewall. AWS Shield Advanced also gives you 24x7 access to the AWS DDoS Response Team (DRT) and protection against DDoS related spikes in your Amazon Elastic Compute Cloud (EC2), Elastic Load Balancing (ELB), Amazon CloudFront, AWS Global Accelerator and Amazon Route 53 charges. Pricing for AWS Shield Advanced is available on request.

**The warranty and service will include updates to the content management and other software to ensure the most recent technology is being utilized and site security is maintained.**

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### Warranty

eWay Corp offers a warranty of 365 days from the date of deployment of application to production environment. Which will include fixing bugs and UI issues within the scope of the project. This does not include any content updates or new feature requests that were not part of the original and approved scope of the project.

Post this period a service contract will be required to perform feature and maintenance updates on the website. eWay Corp provides Support and Maintenance services as a part of Software Support Contract.

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### Software Support Contract

If you are looking to keep your website updated with content, add features, and make updates then we offer a Software Support Contract that includes these services. These are offered on an hourly basis on the actual time spent performing the tasks.

Our billing rate for Public Sector customers is \$95 per hour.

## Support Services

Support is available from eWay Corp via the following channels

- Support Portal – <https://support.ewaycorp.com>
- Email – [support@ewaycorp.com](mailto:support@ewaycorp.com)
- Phone: 877-487-3929
- Website Chat – <https://www.ewaycorp.com>

## Support Hours

Our support hours are 8AM to 5PM Monday thru Friday (Except Holidays). Requests are taken via Support Portal 24x7x365.

## Knowledgebase

Support materials are made available via secured knowledgebase site to Fort Bend County Staff. This will include but not be limited to online training manuals, support FAQs, customer support forums, instructional videos.

## Levels of Service

The service levels offered by eWay Corp to the “Client” are described below. Exceptions may apply for specific applications and will be documented in an individual application detail section within this agreement. It is the goal of eWay Corp to meet, and even exceed when possible, the levels of services documented in the “Client’s” case management guidelines. Any variation from the coverage defined below can carry a premium add-on cost to the application requesting variance.

Requests are taken 24 x 7 by:

- Support Tracking System – <https://support.ewaycorp.com>
- Email: [support@ewaycorp.com](mailto:support@ewaycorp.com)

## Turn around Time

Service Level	Call Back/Response		Resolution Time*	
	Mon-Fri 8AM-5PM (Business Hours)	Off Business Hours, Weekends & Holidays	MonFri 8AM-5PM (Business Hours)	Off Business Hours, Weekends & Holidays
Severity 1 (Critical)	1 hour	4 hours	8 hours	16 hours
Severity 2 (Medium)	8 hours	8 hours	1 Business day	2 Business Days
Severity 3 (Low)	1 Business day	1 Business day	5 Business days	7 Business days

\*These are our typical resolution times. Depending on the severity of the issue, we will immediately contact the Client with an updated resolution time if it will take longer.

## Severity Codes Explained

Severity 1 (Critical)	Severity 2 (Medium)	Severity 3 (Low)
Work Outage		
The failure causes site to be unavailable.	The failure causes the site visitors to not to be able to use large portion of the site, but site is available.	The failure causes the site visitors to not to be able to use small portion of the site, but site is available.
Number of Users Affected		
The application failure affects all users.	The application failure affects a 50% of a greater number of users.	The application failure only affects a few users.
Workaround		
There is no acceptable workaround to the problem (i.e., the job cannot be performed in any other way).	There may or may not be an acceptable workaround to the problem.	There is likely an acceptable workaround to the problem.

Explain how any future service will be carried out after business hours and will result in minimal downtime.

We have a dedicated team available to monitor infrastructure resources during after-hours (from 5PM to 8AM CST the following day). The monitoring is done 24x7 by a team of

- Support Specialists
- Systems Administrators
- Quality Assurance Executives
- IT Managers

They take care of regular maintenance of the technology infrastructure that supports the application, including tasks such as:

- Hardware maintenance, repair, and upgrades
- Software upgrades and patching
- Application (programmatic) changes, patches, and upgrades
- Changes to improve performance and manageability of systems

Provide a table with downtime, service, and updates/upgrades of systems you have provided to your clients in the past year, including specific time of day and duration of outages for service or updates.

Information related to customer website outages, security patches and uptime constitute information that is classified and cannot be shared as part of this RFP.

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### Managed Hosting Contract

eWay Corp also provides support as part of our Hosting Service. When you choose one of eWay Corp's Managed Hosting solutions, you get more than a team of technical experts. You will receive a piece of mind knowing that your website is being monitored, updated, and secured with the latest technologies. Our managed hosting contract includes hosting, monitoring, security, services towards the website or application. These are offered under three plans based on customer requirements.

Costs for Managed Hosting are included in the section 'Price'. The table on the next page describes our Managed Hosting Inclusions.

FEATURES	Essential	Business	Enterprise
<b>Hosting</b>			
Website Hosting	✓	✓	✓
Production and Staging Environments	✓	✓	✓
Shared Compute Instance	✓	✓	
1 Dedicated Instance with failover		✓	✓
2 x Dedicated Instances with failover			✓
Dedicated Instance Snapshot		Monthly (One retained)	Weekly (Last 4 retained)
Daily Codebase Backups	7 Day Retention	14 Day Retention	30 Day Retention
Daily Database Backups	7 Day Retention	14 Day Retention	30 Day Retention
Global CDN			✓
Monthly Traffic	50K	1000K	2000K
<b>Monitoring</b>			
Uptime Monitoring (1 Location)	✓		
Uptime Monitoring (2 Locations)		✓	
Uptime Monitoring (4 Locations)			✓
Malware Check		✓	✓
Blacklist Check		✓	✓
Server-Side vulnerability Check		✓	✓
DNS Monitoring		✓	✓
SSL Monitoring		✓	✓
<b>Security</b>			
Free SSL Included (Let's Encrypt)	✓	✓	✓
Paid SSL Included (Sectigo)	Optional	Optional	✓
Audit Log			✓
Virus & Malware Scanning		Every 24 hours	Every 24 hours
Web Application Firewall		✓	✓
DDoS Protection		✓	✓
Brute Force Protection		✓	✓
SQL, XSS and Code Injection Prevention		✓	✓
Performance Optimization and Caching		✓	✓
Website Security Report			Monthly
Multi-factor authentication			Optional

continued

FEATURES	Essential	Business	Enterprise
<b>Support &amp; Maintenance</b>			
Traffic Reports	Annually	Quarterly	Monthly
Website Page Speed Optimization			Monthly
Dedicated Service Contact	✓	✓	✓
Case Response SLA	Email, Chat & Support Portal	Email, Chat & Support Portal	Phone, Email, Chat & Support Portal
During Business Hours	8 Hours	4 Hours	2 Hours
During Off-business Hours	72 Hours	48 Hours	24 Hours
During Weekend and Holidays	72 Hours	48 Hours	24 Hours
Disaster Recovery Plan	24 Hours	12 Hours	6 Hours

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These are the standard plans we offer to customers. We can create a customized plan for Fort Bend County based on specific requirements.

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## Tab 2 - Firm Experience

Identify the length of time the firm has been in business of providing website design services.

- eWay Corp has been in the business of providing website development services for the past 14 years.
- Cooper Smith & Company has been in the business of design and marketing for 26 years.

Identify the current and/or recent history of past performance of a similar nature to the performance offered in response to this RFP.

eWay Corp has been working with public sector and local government agencies for over a decade. Our customers include agencies at the county and state levels. The following is a brief description of some of our engagements.

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### Polk County Iowa Government

eWay Corp helped design, develop and launch the multi department website for the Polk County Iowa Government ([polkcountyiowa.gov](http://polkcountyiowa.gov)) back in 2012. We then went on to develop multiple intranet applications for Polk County such as the

- Crisis and Advocacy Victim Case Management Software
- Community Grants Application
- General Services Surplus Application

These applications are being used internally on-premises at Polk County.

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### Iowa Racing and Gaming Commission

The Iowa Racing and Gaming Commission regulates pari-mutuel dog and horse racing, commercial gambling facilities, sports wagering, and fantasy sports contests in the state of Iowa. In 2018, eWay Corp worked with the Iowa Racing and Gaming Commission to develop the self-exclusion database used by over 30 participant casinos across the state of Iowa. This application is currently hosted, maintained and supported by eWay Corp on the URL <https://ircsep.iowa.gov>.

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### Free Clinics of Iowa

Free Clinics of Iowa is a donor-supported, not-for-profit organization, consisting of an administrative office and the largest network of free medical clinics (over 30 members) in the state. In 2016, eWay Corp architected and developed a comprehensive Electronic Medical Records Database Application to enable clinics to manage the intake and processing of patients who visited the clinics. This application is hosted and managed by eWay Corp on behalf of FCI at <https://www.fcidatabase.com>.

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### Ohio Department of Transportation

eWay Corp has a product call HIRA (Highway Incident Response Application) that is currently

in use by multiple organizations which offer roadside assistance to commuters across multiple states (Ohio, New York, Kentucky, Florida, Maine). The application collects data related to traffic incidents in the areas patrolled by helper trucks. Ohio DOT requested this information be relayed back to them for tracking purposes. eWay Corp helped integrate the incident response with the DOT infrastructure for daily reporting. This application is operational and currently under maintenance internally at the DOT premises.

## Reference Letters

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### Reference 1

Name	Sean Conlin
Designation/Title	VP of Digital Strategy and Product Development
Organization	OBI Creative
Phone	515-230-1238
Email	<a href="mailto:sconlin@obicreative.com">sconlin@obicreative.com</a>



March 11, 2020

To whom it may concern,

Since 2019 I have worked with eWay Corp on Drupal development projects in which they helped to implement and support multiple Drupal instances. On these projects, eWay Corp has integrated new functionalities, content management unification, and post launch support. During this time, I have collaborated with them to work on the Drupal 8 and its related technology solutions.

Through this strategic partnership, JP and the eWay Corp team have brought value in numerous ways. I specifically appreciated their collaborative approach, processes and attentiveness to detail. They also brought a good depth of knowledge to each project to ensure I was thinking through everything at the front end of the process.

eWay Corp has grown our relationship based on trust and transparency and are able to provide support when required. I value our relationship with eWay Corp and wish them the best for future endeavors.

Thank you,

Sean Conlin

VP of Digital Strategy and Product Development  
[sconlin@obicreative.com](mailto:sconlin@obicreative.com)  
515-230-1238

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## Reference 2

Name	Pete Jones
Designation/Title	Director of Demand Generation
Organization	Structurely
Phone	515-422-1460
Email	<a href="mailto:pete@structurely.com">pete@structurely.com</a>

Dated: 03/05/2020

### To whom it may concern

I worked with eWay Corp in early 2019 to redesign the [Guideone.com](http://Guideone.com) website and build a site for [CGAInsuranceservices.com](http://CGAInsuranceservices.com), a sister business to [GuideOne Insurance](http://GuideOne Insurance). During this time, I collaborated on two website projects on Drupal 8 and related technology solutions.

Through this strategic partnership, JP and the eWay Corp team have brought value in numerous ways. I specifically appreciated their collaborative approach and processes. They also brought a good depth of knowledge to each project to ensure I was thinking through everything at the front end of the process.

eWay has developed our relationship based on trust and transparency and are able to provide support when required. I value our relationship with eWay Corp and wish them the best for future [endeavors](#).

Pete Jones



Director of Demand Generation  
[Structurely](#)  
[pete@structurely.com](mailto:pete@structurely.com)  
(515) 422-1460

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### Reference 3

Name	Oscar Pries
Designation/Title	Web Development Specialist
Organization	Simpson College
Phone	515-528-5495
Email	<a href="mailto:ohpries@outlook.com">ohpries@outlook.com</a>

**From:** Oscar Preis <[ohpries@outlook.com](mailto:ohpries@outlook.com)>  
**Sent:** Monday, March 9, 2020 10:38 AM  
**To:** Kent Becker <[kent@ewaycorp.com](mailto:kent@ewaycorp.com)>; J P Singh <[jp@ewaycorp.com](mailto:jp@ewaycorp.com)>  
**Subject:** eWay Drupal Reference

To whom it may concern,

I worked with eWay Corp in 2019 to make strategic updates for the <https://simpson.edu/> Drupal 8 website. On this project, they added a site search functionality, optimized our backend workflow by making content types sharable across pages and added a a number of content templates.

They adopted our development and project management processes to seamlessly keep stakeholders informed as if they were a member of our internal team. They were thorough and transparent with their approach and priced fairly. I would recommend eWay as a development partner on Drupal as they proved to be agile and easy to work with.

Thank you,

Oscar Preis  
515 528-5495  
[ohpries@outlook.com](mailto:ohpries@outlook.com)

## Tab 3 – Staffing



### Primary Contact and Project Sponsor

J. P. Singh

Our Project Sponsor (who will also be the Primary Project Contact) will work closely with the project manager to set the project's objectives and participate in high-level project planning and strategy. He will help resolve conflicts and remove obstacles that occur throughout the project and sign off on approvals needed to advance each phase.

With an experience which spans more than 20 years in the IT industry, he will use his expertise, industry insights and knowledge for successful execution of the project. He will be responsible for spearheading the process of documenting all essential requirements to avoid missing the key deliverables. As an experienced individual in the team, he will analyze project requirements with the stakeholders to understand the obstacles in depth and come up with viable solutions. He will also be responsible in maintaining primary communication, assisted by Kent and Quinn at every stage of project planning to align project objectives/goals with the delivery process.

As the head of one of the leading software development and technology solutions companies in the Midwest, JP combines experience with innovation to provide the best experience to his clients. He believes in one simple motto 'move forward' but leaving no one behind. As one of the pioneers of digital transformation In Iowa, JP has leveraged his knowledge as a Cloud Solution Architect to provide his clients a more agile, competitive and scalable environment for their business.



### Account Manager

Kent Becker

A dedicated Account Manager is assigned to each project who will serve as a liaison between IPERS' Stakeholder and eWay Corp. Your Account Manager will ensure that you get the maximum benefit out of the relationship with eWay Corp. The Account Manager will serve as the day-to-day contact for the account.

For more than 2 years, Kent has successfully handled client accounts from different industries including education, government, health, and industrial manufacturing. He has a sharp acumen in assessing and understanding the needs and requirements of clients. He will work closely with IPERS and the delivery teams for design and development; and coordinate and communicate with both to meet deadlines. As part of the strategic planning team which will be headed by JP Singh, he will continuously assess your needs and business objectives and assist the delivery team to ensure smooth execution of the project in phases.



### Project Manager

Quinn Gutshall

The Project Manager will play the chief part in the development of the IPERS' website and will be responsible for its success and quality. His job is to make sure that required resources are assigned and that the project proceeds and completes within the specified time frame and the ascertained budget.

Over a period of 2 years, Quinn has handled a diverse portfolio of clients from both public and private sector. He understands the different nuances of client management and takes care of the end-to-end process from project initiation to delivery. Ensuring that the project doesn't face a setback and is finished within the stipulated time, Quinn is known to juggle with the changing dynamics of the project, adapt while putting the needs of the stakeholders first and above everything else. Working closely with Kent, he will keep a regular check on project developments, conduct status meeting with both teams, and monitor the process to ensure that the project is finished on time and within budget.



#### Creative Director

Sally Cooper Smith,  
Cooper Smith & Company

She oversees the creative in our partnering agency and is the primary strategist and account manager. Ms. Cooper Smith's work has appeared internationally in Communication Arts, Graphis and Studio magazines (Canada) as well as regionally in competitions with the Creative Quarterly, Ad Pros, and the Art Director's Association. She is highly sought after for her small business expertise, and serves as a business mentor for the Pappajohn Entrepreneurial Center's Venture School. Sally has over 35 years of experience in branding, design, marketing and small business management.



#### Senior Art Director

Robin Wasteney,  
Cooper Smith & Company

With numerous awards to her credit, Robin has extensive experience working on websites, custom publications and identity programs. A graduate of Iowa State University, Robin

remains involved with students there by mentoring in the Art Director's Association of Iowa. Her speed and attention to detail make her invaluable in accomplishing projects of a timely manner. Robin has 20 years of experience in branding, graphic design, print and digital design, and communication strategy.



#### Graphic Designer

William Bassett,  
Cooper Smith & Company

Will is a graduate of Iowa State University. His experience in design runs the gamut from logos and communication materials to websites and signage. Will's thoughtful design and commitment to client success make him a strong member of the team. He works closely with clients to design impactful print and digital communications.



#### Lead Developer & QA

Hamza Khalid (Lead)

Hamza leads the developers who will be responsible for building the website's interface and functional deliverables and communicating the status of the software project to the Project Manager. They will be responsible for the ensuring that content including visual assets is correctly setup. Hamza manages development personnel in Des Moines, Iowa.

## Tab 4 - Price

### Website Design and Development

The following details costs towards Planning, Design, Development and Deployment of the Fort Bend County website broken out based on each Phase.

Phase	Key Tasks	Cost
Discovery & Planning	Strategy, Scope and Documentation	\$5,000
Project Setup	Project Setup, Resource Allocation and Launch	\$1,500
Design	UI/UX Design, Content Strategy	\$22,500
Development	Website Template and Feature Development, Customization	\$30,000
Content	Content Setup and Migration	\$7,000
Debugging	Testing & Quality Assurance	\$17,500
ADA	Accessibility Testing and Compliance WCAG 2.1 AA	\$7,500
Deployment	Hosting Environment Setup and Go-Live	\$2,000
Training	Knowledgebase & Training	\$3,000
Management & Oversight	Client Meetings, Project Management, Account Management	\$5,000
Maintenance & Support	Support & Maintenance for 12 Months (First Year Post Launch)	\$15,000
	<b>Total Cost for the Project</b>	<b>\$116,000</b>

### Hourly Billing Rates

Our standard rates for services are listed below

Service	Cost/hour
Consulting & Content Strategy	\$125
UI/UX/Design	\$125
Copy writing, editing, video creation, animation, photography, infographics	\$95
Application Programming	\$95
Quality Testing	\$95
Support & Maintenance	\$95
Training	\$95
Project Management	\$95

## Labor Rates for Proposed Staff

Our standard rates for services are listed below

Service	Cost/hour
Project Manager	\$95
Account Manager	\$95
Creative Director	\$95
Strategist & Consultant	\$125
Senior Art Director	\$125
Graphic Designer	\$95
Project Sponsor	\$95
Developer / Programmer	\$95
Quality Assurance Executive	\$95
Systems Administrator	\$95
Support Staff	\$95

## Software Support & Maintenance

Software Support & Maintenance Services for **years 2 to 5** are available at **\$2,000/month** with an annual contract. This service includes:

1. Technical Support related to usage of the website.
2. Website Maintenance (Security Patches & CMS Updates).
3. Helping County Staff with content editing.

All hosting related support is offered as part of a Managed Hosting Contract. See the next page for details.

## Managed Hosting Contract

Detailed below is our suggested hosting package that includes multiple load balanced instances for disaster recovery and failover, a CDN service for offloading static media, DDoS Protection and Web Application Firewall, Automated Backups and 300GB of backup storage. A detailed break of feature is available in the table below.

Item	Description	Billing Frequency	Cost
Website Hosting  (One Year Contract)	<b>Web Servers (EC2) c5.medium x 2</b> 2vCPU, 4GB RAM 20GB SSD Storage 100GB Data In + 100GB Data Out	Monthly*	<b>\$500</b>
	<b>S3 Object Storage</b> 300GB		
	<b>CloudFront CDN Service</b> 10 GB Data In + 10 GB Data Out		
	<b>Elastic Load Balancer</b> for balancing Web Server Traffic 100 requests per second		
	<b>Aurora Database Service</b> db.t3.medium 10000 requests & 50GB Data Transfer		
	<b>Monitoring</b> Site uptime monitoring DNS Checks SSL Checks		
	<b>Backup Snapshots using AWS Backups</b> 200 GB Additional storage at \$0.05 per GB-Month		
	<b>AWS Web Application Firewall</b> Web ACL x 1 (Custom Rules x 10) Traffic 10 million hits included Managed Rules x 1 (with OWASP Top 10 Ruleset) Managed Rule Traffic 10 million hits included		
	<b>Systems Manager Patch Manager</b> Monthly server patching		
	<b>Route 53 DNS Service</b> One Hosted Zone & One Million Queries Additional Traffic \$0.40 per million queries Additional domains \$0.5 per hosted zone		
<b>AWS Shield Standard DDoS Protection</b> Free with Route 53			
	<b>ANNUAL COSTS FOR HOSTING</b>		<b>\$6,000</b>

Managed Hosting Cost: \$500 per month per website (with an Annual Contract). The public facing site and the intranet site would each require a different contract.

## Reimbursable Expenses

Travel, lodging and meals as may be required when traveling to Texas for client meetings with Fort Bend County stakeholders based on the existing Fort Bend County Travel Policy.

# Tab 5 – Required forms and overall completeness of submission

## Completed forms checklist

Form / Requirement	Provided
Proof of Insurance	Yes
Completed Respondent forms	Yes
Completed W9 form	Yes
Completed debt form	Yes

## Tab 6 – Hosting Data Center Information

### Amazon Web Services



Amazon Web Services, Inc. (AWS) is the fastest-growing multi-billion enterprise IT vendor in the world. AWS has been operating since 2006 and currently supports an almost limitless variety of workloads for millions of customers worldwide. AWS offers massive scale technology infrastructure and data centers across the world commonly referred to as Cloud Computing Infrastructure.

Gartner, Inc., a leading information technology research company, recently released its 2019 [Magic Quadrant for Cloud Infrastructure as a Service, Worldwide](#)<sup>1,2</sup> report. Gartner **positions AWS highest in the Leaders Quadrant** of this new Magic Quadrant. Cloud IaaS, in the context of this Magic Quadrant, is defined by Gartner as “highly automated offering in which computing resources owned by a service provider, complemented by storage and networking capabilities, are offered to customers on demand.”

Figure 1. Magic Quadrant for Cloud Infrastructure as a Service, Worldwide



### 2019 Magic Quadrant for Cloud Infrastructure as a Service, Worldwide

1 Gartner, Magic Quadrant for Cloud Infrastructure as a Service, Worldwide, Raj Bala, Bob Gill, Dennis Smith, David Wright, July 2019. ID G00365830. Gartner does not endorse any vendor, product or service depicted in its research publications, and does not advise technology users to select only those vendors with the highest ratings. Gartner research publications consist of the opinions of Gartner’s research organization and should not be construed as statements of fact. Gartner disclaims all warranties, expressed or implied, with respect to this research, including any warranties of merchantability or fitness for a particular purpose. The Gartner logo is a trademark and service mark of Gartner, Inc., and/or its affiliates, and is used herein with permission. All rights reserved.

2 All statements in this report attributable to Gartner represent AWS’s interpretation of data, research opinion or viewpoints published as part of a syndicated subscription service by Gartner, Inc., and have not been reviewed by Gartner. Each Gartner publication speaks as of its original publication date (and not as of the date of this proposal). The opinions expressed in Gartner publications are not representations of fact, and are subject to change without notice.

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## AWS and Government

The AWS Cloud is uniquely positioned to provide scalable, cost-efficient solutions to the state and local public sector and educational institutions, whether through open data initiatives, public safety modernization, education reform, citizen service improvements, or infrastructure programs. AWS Cloud services can be employed to meet mandates, reduce costs, drive efficiencies, and increase innovation. Over 6,500 government agencies, over 11,000 academic institutions, and over 29,000 nonprofit organizations around the world are already using AWS to address a diverse set of use cases. In addition, 96% of R1 Research Institutions are using AWS, and 19 of the top 20 most well-funded U.S. Education Technology startups are using AWS.

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### What you can do with AWS

With AWS, you can programmatically provision, monitor, and automate all the components of your cloud environment. AWS offers more than 175 fully featured services, including compute, storage, databases, networking, analytics, machine learning and artificial intelligence, IoT, mobile, security, hybrid, virtual and augmented reality, media, and application development, deployment, and management—all of which are listed at [AWS Cloud Products](#).

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### State and Local Government

- [Health and human services \(HHS\)](#) agencies can use [big data analytics](#) and [machine learning](#) on AWS to leverage the information they already have to make well-informed, more confident decisions by building connections that may have otherwise gone unnoticed.
- [Justice and public safety](#) customers can use AWS to help them tackle public safety data needs like records management systems, body worn camera solutions, and next generation 911 technology.
- [Digital government](#) solutions on AWS can span open data initiatives, traffic analysis, citizen service improvements, and IoT-based smart city projects, such as early flood warning systems, predictive analytics for road maintenance, and efficient trash pickup.
- [Elections](#) administrators, political campaigns, and civic organizations can leverage AWS to provide underlying elections infrastructure in a secure, cost-effective, and scalable way.
- Local governments can create [data lakes](#) to connect disparate [homeless management information system](#) data, potentially revealing patterns that can help care providers rapidly create and tune interventions to the unique needs of groups experiencing homelessness.

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### Education

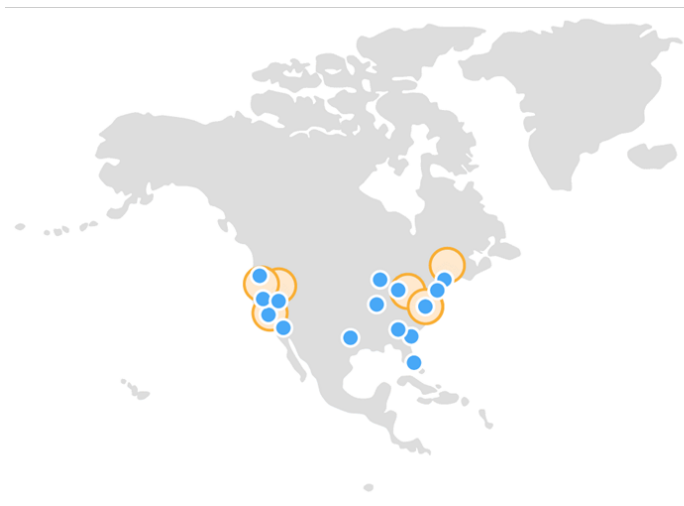
- K12, primary, and higher [education](#) institutions can use AWS for data center migration, student data and analytics, and streamlining district IT operations, among other use cases.
- [EdTechs](#) can use AWS to build and launch solutions that help students learn, with the flexibility and agility needed to experiment.

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## AWS Cloud Infrastructure

Our AWS Cloud infrastructure allows customers to build solutions that are more **highly available**, **fault tolerant**, and **scalable** than would be possible with a single data center. This is because the AWS Cloud infrastructure is built around Regions and Availability Zones. A Region is a physical location in the world where we have multiple Availability Zones. Availability Zones consist of one or more discrete data centers, each with redundant power, networking, and connectivity and housed in separate facilities.

AWS currently has 6 Regions and 22 Availability Zones in the United States.



### US East (Northern Virginia)

Availability Zones: **6**  
Launched 2006

### US East (Ohio)

Availability Zones: **3**  
Launched 2016

### US West (Oregon)

Availability Zones: **4**  
Launched 2011

### US West (Northern California)

Availability Zones: **3** (new customers can access 2)  
Launched 2009

### GovCloud (US-West)

Availability Zones: **3**  
Launched 2011

### GovCloud (US-East)

Availability Zones: **3**  
Launched 2018

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## Data Center Physical Location

AWS does not disclose the exact location of data centers and does not allow data center access to customers, as this exposes a wide range of customers to physical access of a third party. To meet this customer need, an independent and competent auditor validates the presence and operation of controls as part of our System and Organization Controls (**SOC 1**) **Type 2** report. This broadly accepted third-party validation provides customers with the independent perspective of the effectiveness of controls in place. AWS customers that have signed a non-disclosure agreement (NDA) with AWS may request a copy of the **SOC 1 Type 2** report.

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## Data Center Audits

Instead of allowing customers to perform physical audits, AWS has an independent third party perform audits of its data centers. These audits are conducted in accordance with the Federal Risk and Authorization Management Program (**FedRAMP**), American Institute of Certified Public Accountants (**AICPA**): **AT 801** (formerly Statement on Standards for Attestation Engagements [**SSAE**] **16**), and International Standards for Assurance Engagements (**ISAE**) **3402** professional standards.

The auditors produce a **SOC 1 Type 2** report in connection with the audit. Independent reviews of data center physical security are also part of an International Organization for Standardization (**ISO**) **27001** audit, a Payment Card Industry (PCI) Data Security Standard (DSS) assessment, and an International Traffic in Arms Regulations (ITAR) audit.

Our rigorous attention to auditing provides peace of mind to our customers. Much as a customer trusts a bank based on reputation and regulation by the Federal Deposit Insurance Corporation (**FDIC**), our customers trust the independent third-party audits described above. It is widely accepted that such accrediting organizations are competent and qualified to assure customer confidence and acceptance without a personal inspection and accreditation—or customers having to hire their own accreditor. More information about AWS Compliance Programs and Reports are available at <https://aws.amazon.com/compliance/>

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## Data Center Security

AWS's data centers are state of the art, using innovative architectural and engineering approaches. Amazon has many years of experience in designing, constructing, and operating large-scale data centers. This experience has been applied to the AWS Cloud. The following subsections address some of our customers' frequently asked questions about our data center security.

- **Physical and Environmental Security** – AWS data centers are housed in nondescript facilities for anonymity. Physical access is strictly controlled at both the perimeter and at building ingress points by professional security staff using video surveillance, intrusion detection systems, and other electronic means. Authorized staff must pass two-factor authentication a minimum of two times to access data center floors. All visitors and contractors are required to present identification and are signed in and continually escorted by authorized staff. AWS only provides data center access and information to employees and contractors who have a legitimate business need for such privileges. When an employee no longer has a business need for these privileges, his or her access is immediately revoked, even if they continue to be an employee of Amazon or AWS. All physical access to data centers by AWS employees is logged and audited.
- **Fire Detection and Suppression** – Automatic fire detection and suppression equipment has been installed to reduce risk. The fire detection system utilizes smoke detection sensors in all data center environments, mechanical and electrical infrastructure spaces, chiller rooms and generator equipment rooms. These areas are protected by either wet-pipe, double-interlocked pre-action, or gaseous sprinkler systems.

- **Power** – The data center electrical power systems are designed to be fully redundant and maintainable without impact to operations 24 hours a day and seven days a week. Uninterruptible power supply (UPS) units provide backup power in the event of an electrical failure for critical and essential loads in the facility. Data centers use generators to provide backup power for the entire facility.
- **Climate and Temperature** – Climate control is required to maintain a constant operating temperature for servers and other hardware, which prevents overheating and reduces the possibility of service outages. Data centers are conditioned to maintain atmospheric conditions at optimal levels. Personnel and systems monitor and control temperature and humidity at appropriate levels.
- **Physical Plant Management** – AWS monitors electrical, mechanical, and life support systems and equipment so that any issues are immediately identified. Preventative maintenance is performed to maintain the continued operability of equipment.
- **Storage Device Decommissioning** – As part of AWS’s storage decommissioning process, when a storage device has reached the end of its useful life, AWS procedures include a decommissioning process that is designed to prevent customer data from being exposed to unauthorized individuals. AWS uses the techniques detailed in **NIST 800-88** (“Guidelines for Media Sanitization”) as part of the decommissioning process.

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## Data Center Availability and Reliability

AWS builds to guard against outages and incidents, and we account for them in the design of our services—so when disruptions do occur, their impact on customers and the continuity of services is as minimal as possible.

To minimize disruptions, AWS employs compartmentalization. We have multiple constructs that provide different levels of independent, redundant components. For example, our Regions are isolated from each other, meaning that a disruption in one Region does not result in disruption in other Regions. Our Availability Zones are physically separated and isolated, and they are built with highly redundant networking to withstand local disruptions. AWS also leverages a concept known as cell-based architecture, by which resources and requests are partitioned into “cells” that are designed to be independent of each other. This design minimizes the chance that a disruption in one cell—for example, one subset of customers—would disrupt other cells.

Additionally, although the likelihood of large-scale incidents is very low, AWS is prepared to manage them should they occur. We maintain a series of incident response plans covering both common and uncommon events, and we update them regularly to incorporate lessons learned and prepare for emerging threats.

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## Compliance

A properly secured environment results in a compliant environment. AWS has many compliance-enabling features that you can use for your regulated workloads in the AWS Cloud. By using AWS, you get the benefit of the many security controls that we operate, thus reducing the number of security controls that you need to maintain. Your own compliance and certification programs are strengthened, while at the same time lowering your cost to maintain and run your specific security assurance requirements.

Compliance is a shared responsibility between you (and your APN partner) and AWS. We demonstrate our compliance posture to help you verify compliance with industry and government requirements. We engage with external certifying bodies and independent auditors to provide you with detailed information regarding the policies, processes, and controls we establish and operate. You can use this information to perform your control evaluation and verification procedures as required under the applicable compliance standard. You can also incorporate the information that we provide about our risk and compliance program into your own compliance framework. We use thousands of security controls to monitor that we maintain compliance with global standards and best practices.

We categorize the AWS Assurance Programs into three categories:

- Certifications/Attestations
- Laws/Regulations/Privacy
- Alignments/Frameworks

### Summary of AWS Assurance Programs

Certifications/Attestations	Laws/Regulations/Privacy	Alignments/Frameworks
FedRAMP	FERPA	CJIS
FIPS	HIPAA/HITECH	CSA
ISO 9001	IRS 1075	FISMA
ISO 27001	VPAT/Section 508	NIST
ISO 27018		Uptime Institute Tiering
PCI DSS		
SOC Reports		

Certifications



**CJIS**  
Criminal Justice  
Information Services



**DoD SRG**  
DoD Data Processing



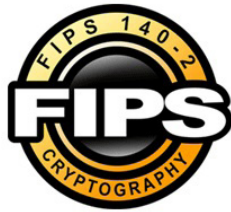
**FedRAMP**  
Government Data  
Standards



**FERPA**  
Educational Privacy Act



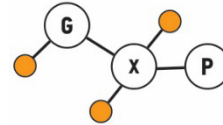
**FFIEC**  
Financial Institutions  
Regulation



**FIPS**  
Government Security  
Standards



**FISMA**  
Federal Information  
Security Management



**GxP**  
Quality Guidelines and  
Regulations



**HIPAA**  
Protected Health  
Information



**HITRUST CSF**  
Health Information  
Trust Alliance Common  
Security Framework



**ITAR**  
International Arms  
Regulations



**NIST**  
National Institute  
of Standards and  
Technology



**SEC Rule 17a-4(f)**  
Financial Data Standards



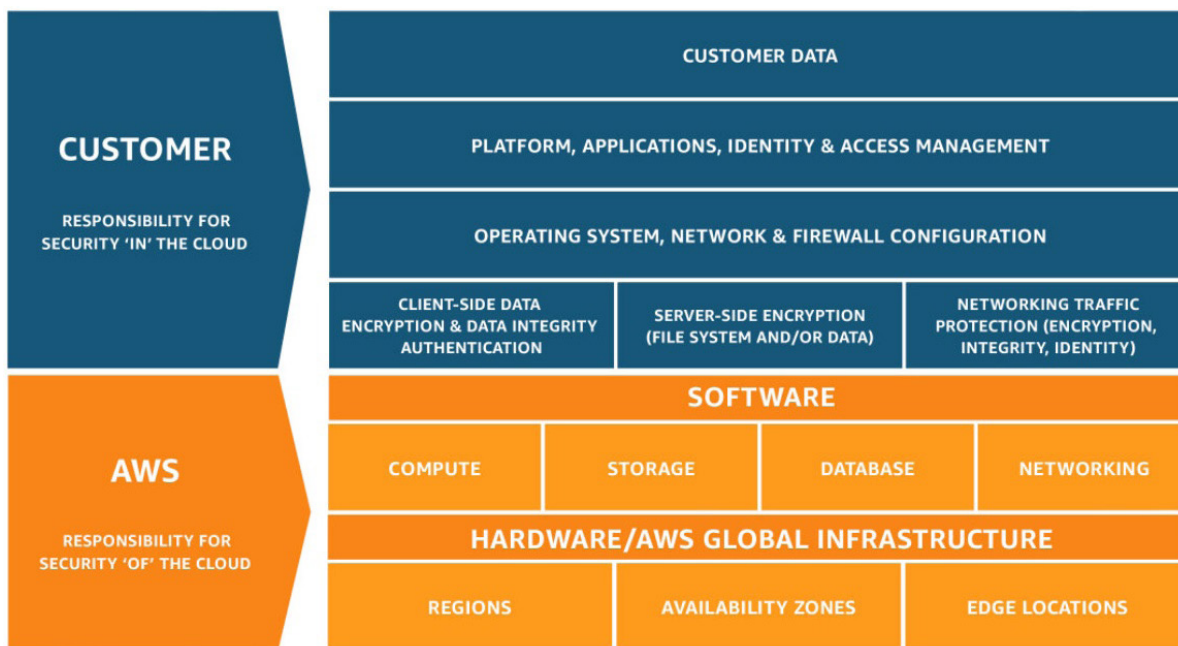
**VPAT / Section 508**  
Accessibility Standards



**MPAA**  
Protected Media Content

## Shared Responsibility Model

Because our customers build systems on top of AWS Cloud infrastructure, security and compliance responsibilities are shared between AWS and the customer (and APN Partner). This shared responsibility model can help relieve customers’ operational burden as AWS operates, manages, and controls the components from the host operating system and virtualization layer down to the physical security of the facilities in which the service operates. Customers—and in some cases, our AWS Partner Network (APN) Partners who work with those customers—control how they architect and secure their applications and data put on the AWS Cloud. AWS provides a wide array of security and compliance services, and customers should carefully consider the services used, integration of those services into their IT environment, and applicable laws and regulations. AWS’s shared responsibility/security model is depicted below.



### AWS Shared Responsibility Model

This differentiation of responsibility is commonly referred to as security *of* the cloud versus security *in* the cloud.

- **AWS Responsibility (Security of the Cloud)** – AWS is responsible for protecting the infrastructure that runs all of the services offered on the AWS Cloud. This infrastructure is composed of the hardware, software, networking, and facilities that run AWS Cloud services.
- **Customer/APN Partner Responsibility (Security in the Cloud)** – Customers and APN Partners assume responsibility and management of the guest operating system (including updates and security patches); other associated application software; configuration of the AWS-provided security group firewalls; and other security, change management, and logging features.

AWS’s shared responsibility model is further explained on the [AWS Compliance](#) webpage.

## Shared Controls for Security and Compliance

Some controls apply to both the infrastructure layer (AWS responsibility) and customer layers (customer/APN Partner responsibility), but in completely separate contexts or perspectives. In a shared control, AWS provides the requirements for the infrastructure, and the customer/APN Partner must provide their own control implementation within their use of AWS Cloud services. Examples of these shared controls include the following:

- **Patch Management** – AWS is responsible for patching and fixing flaws within the infrastructure, but customers/APN Partners are responsible for patching their guest operating systems and applications.
- **Configuration Management** – AWS maintains the configuration of its infrastructure devices, but customers/APN Partners are responsible for configuring their own guest operating systems, databases, and applications.
- **Awareness and Training** – AWS trains AWS employees, but customer/APN Partners must train their own employees.

For example, services such as [Amazon Elastic Compute Cloud \(Amazon EC2\)](#), [Amazon Virtual Private Cloud \(Amazon VPC\)](#), and [Amazon Simple Storage Service \(Amazon S3\)](#) are categorized as infrastructure as a service (IaaS) and, as such, require the customer to perform all of the necessary security configuration and management tasks. If a customer deploys an Amazon EC2 instance, they are responsible for management of the guest operating system (including updates and security patches), any application software or utilities installed by the customer on the instances, and the configuration of the AWS-provided firewall (called a security group) on each instance.

### Data Privacy and Ownership

As a customer, you maintain ownership of your content, and you select which AWS Cloud services can process, store, and host your content. We do not access or use your content for any purpose without your consent. AWS gives you ownership and control over your content through simple, powerful tools that allow you to determine where your content will be stored, secure your content in transit and at rest, and manage your access to AWS Cloud services and resources for your users. We also implement responsible and sophisticated technical and physical controls that are designed to prevent unauthorized access to or disclosure of your content.

Four basic guidelines of data privacy and ownership on AWS include the following:

- **Access** – As a customer, you manage access to your content and user access to AWS Cloud services and resources. We provide an advanced set of access, encryption, and logging features to help you do this effectively. We do not access or use your content for any purpose without your consent. Customer virtual instances are solely controlled by the customer who has full root access or administrative control over accounts, services, and applications. AWS personnel do not have the ability to log into customer instances. We never use your content or derive information from it for marketing or advertising.
- **Geographical Location of Data** – You choose the AWS Region(s) in which your content is stored. We do not move or replicate your content outside of your chosen AWS Region(s) without your consent.

- **Security** – You choose how your content is secured, including via tokenization, data decomposition, cyber detection, and encryption. We have developed a security assurance program that uses best practices for global privacy and data protection to help you operate securely within AWS, and to make the best use of our security control environment. These security protections and control processes are independently validated by multiple third-party independent assessments. We also offer you strong encryption for your content in transit and at rest, and we provide you with the option to manage your own encryption keys.
- **Disclosure of Customer Content** – We do not disclose customer content unless we're required to do so to comply with the law, or with a valid and binding order of a governmental or regulatory body. Unless we are prohibited from doing so or there is clear indication of illegal conduct in connection with the use of Amazon products or services, Amazon notifies customers before disclosing customer content so they can seek protection from disclosure. Additional information can be found in our latest transparency report and our [Amazon Law Enforcement Guidelines](#).

### Customer Control of Data Residency

Some customers mandate data residency—the requirement that all customer content processed and stored in an IT system remain within specific geographical borders. Although data residency does not inherently mean stronger security, it is possible for customers to adhere to these regulations on AWS. Customers own their data and choose the Region(s) in which they store their data. AWS does not access customer data, and it does not move unless the customer decides to move it. It is therefore possible for a customer to benefit from our inherited physical and environmental controls while still keeping their data within the United States. Read more in our [Data Residency](#) policy perspectives whitepaper.



**COUNTY PURCHASING AGENT**  
Fort Bend County, Texas

Jaime Kovar  
Interim County Purchasing Agent

(281) 341-8640  
Fax (281) 341-8645

April 9, 2020

TO: All Prospective Bidders

RE: Addendum No. 1 – Fort Bend County RFP 20-072 – Website Design Services for Fort Bend County

Addendum 1:

Attached is addendum 1. Vendors are to use Addendum 1 document while preparing their solicitation response. Changes are to Cover Sheet, Section 4.1, Section 7.1, Section 8.0, Section 9.0. Due date has been changed to Tuesday, May 5, 2020.

\*\*\*\*\*  
Immediately upon your receipt of this addendum, please fill out the following information and email this page to Jessica Carabajal at [jessica.carabajal@fortbendcountytexas.gov](mailto:jessica.carabajal@fortbendcountytexas.gov)


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Company Name

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Signature of person receiving addendum Date

If you have any questions, please contact this office.

Sincerely,  


Jaime Kovar  
Interim County Purchasing Agent

**\*AMENDED 4/9/2020**  
**Fort Bend County, Texas**  
**Request for Proposals**



**Website Design Services**  
**for Fort Bend County**  
**RFP 20-072**

**SUBMIT PROPOSALS TO:**

Fort Bend County  
\*Purchasing Department Solicitations  
Travis Annex c/o FBC Mail Center  
301 Jackson, Suite 201  
Richmond, TX 77469

Note: All correspondence must include the term  
“Purchasing Department” in address to assist in  
proper delivery

**SUBMIT NO LATER THAN:**

\*Tuesday, ~~March 24, 2020~~ May 5, 2020  
2:00 PM (Central)

**MARK ENVELOPE:**

RFP 20-072  
Website Design

***\*ALL RFPs MUST BE RECEIVED IN AND TIME/DATE STAMPED BY THE PURCHASING OFFICE  
OF FORT BEND COUNTY ON OR BEFORE THE SPECIFIED TIME/DATE STATED ABOVE.***

***RFPs RECEIVED AS REQUIRED WILL THEN BE OPENED AND NAMES PUBLICLY READ BY USE OF  
CONFERENCE BRIDGE/PHONE.***

***RFPs RECEIVED AFTER THE SPECIFIED TIME, WILL BE RETURNED UNOPENED.***

Results will not be given by phone.  
Results will be provided to bidder in writing  
after Commissioners Court award.

Requests for information must be in  
writing and directed to:  
Jaime Kovar  
Interim County Purchasing Agent  
[Jaime.Kovar@fortbendcountytexas.gov](mailto:Jaime.Kovar@fortbendcountytexas.gov)

**Vendor Responsibilities:**

- Download and complete any addendums. (Addendums will be posted on the Fort Bend County website no  
Later than 48 hours prior to bid opening)
- Submit response in accordance with requirements stated on the cover of this document.
- DO NOT submit responses via email or fax.



**COUNTY PURCHASING AGENT**  
Fort Bend County, Texas

**Vendor Information**

Jaime Kovar  
Interim County Purchasing Agent

Office (281) 341-8640

Legal Company Name (top line of W9)	eWay Corp		
Business Name (if different from legal name)			
Federal ID # or S.S. #	86-1137777	DUNS #	
Type of Business	<input type="checkbox"/> Corporation/LLC <input checked="" type="checkbox"/> Sole Proprietor/Individual	<input type="checkbox"/> Partnership <input type="checkbox"/> Tax Exempt Organization	Age in Business? 15 Years
Publicly Traded Business	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Ticker Symbol _____		
Remittance Address	5721 Merle Hay Road Suite 22		
City/State/Zip	Johnston, IA 50131		
Physical Address	5721 Merle Hay Road Suite 22		
City/State/Zip	Johnston, IA 50131		
Phone/Fax Number	Phone: 515-243-2800	Fax: 515-246-9920	
Contact Person	JP Singh		
E-mail	jp@ewaycorp.com		
Check all that apply to the company listed above and provide certification number.	DBE-Disadvantaged Business Enterprise <input type="checkbox"/>	Certification # _____	
	SBE-Small Business Enterprise <input type="checkbox"/>	Certification # _____	
	HUB-Texas Historically Underutilized Business <input type="checkbox"/>	Certification # _____	
	WBE-Women's Business Enterprise <input type="checkbox"/>	Certification # _____	
Company's gross annual receipts	<\$500,000 <input type="checkbox"/>	\$500,000-\$4,999,999 <input checked="" type="checkbox"/>	
	\$5,000,000-\$16,999,999 <input type="checkbox"/>	\$17,000,000-\$22,399,999 <input type="checkbox"/>	
	>\$22,400,000 <input type="checkbox"/>		
NAICs codes (Please enter all that apply)	541511,518210,423430, 519130,541430,541512,541513,541519		
Signature of Authorized Representative			
Printed Name	Jwala P Singh		
Title	President and CEO		
Date	04/30/2020		

**THIS FORM MUST BE SUBMITTED WITH THE SOLICITATION RESPONSE**

## **1.0 SCOPE OF WORK:**

Fort Bend County, Texas (hereafter referred to as the (“County”)) seeks Proposals (“Proposals or RFP”) from a qualified firm with expert professional and technical website design, development, content migration, hosting and support capabilities for the County’s new website and intranet (“Project”) for the Department of Information Technology (IT). Respondents must offer a proposal that will meet the scope of services, qualifications and general description of work activities identified in the RFP.

## **2.0 GUIDELINES:**

By virtue of submitting a proposal, interested parties are acknowledging:

- 2.1 The County reserves the right to reject any or all proposals if it determines that select proposals are not responsive to the RFP. The County reserves the right to reconsider any proposal submitted at any phase of the procurement. It also reserves the right to meet with select Respondents at any time to gather additional information. Furthermore, the County reserves the right to delete or add scope up until the final contract signing.
- 2.2 All Respondents submitting proposals agree that their pricing is valid for a minimum of ninety (90) days after proposal submission to the County. Furthermore, the County is by statute exempt from the State Sales Tax and Federal Excise Tax; therefore, proposal prices shall not include taxes.
- 2.3 This Proposal does not commit the County to award nor does it constitute an offer of employment or a contract for services. Costs incurred in the submission of this proposal, or in making necessary studies or designs for the preparation thereof, are the sole responsibility of the Respondents. Further, no reimbursable cost may be incurred in the anticipation of award. Proposals containing elaborate artwork, expensive paper and binding and expensive visual or other presentations are neither necessary nor desired.
- 2.4 In an effort to maintain fairness in the process, all inquiries concerning this procurement are to be directed only to the County’s Purchasing Agent in writing. Attempts to contact any members of the County’s Commissioners’ Court or any other County employee to influence the procurement decision may lead to immediate elimination from further consideration.
- 2.5 When responding to this Proposal, follow all instructions carefully. Submit proposal contents according to the outline specified and submit all hard copy and electronic documents according to the instructions. Failure to follow these instructions may be considered a non-responsive proposal and may result in immediate elimination from further consideration.

*\*AMENDED 4/9/2020*

### 3.0 PROPOSAL CONTACT:

This Proposal is being issued by the County Purchasing Agent on behalf of Fort Bend County, Texas. Thus, responses should be directed to the Assistant Purchasing Agent, as outlined below. **Respondents are specifically directed NOT to contact any County personnel for meetings, conferences or technical discussions that are related to this Proposal other than specified herein. Unauthorized contact of any County personnel will likely be cause for rejection of the Respondent's proposal. All communications regarding the Proposal shall be directed to the County's Proposal Contact.** Communication with the Proposal Contact is permitted via email, facsimile, or written correspondence.

#### PROPOSAL CONTACT:

Jaime Kovar  
Interim County Purchasing Agent  
Fort Bend County Travis Annex  
301 Jackson, Suite 201  
Richmond, Texas 77469  
[Jaime.Kovar@fortbendcountytexas.gov](mailto:Jaime.Kovar@fortbendcountytexas.gov)

### 4.0 SUBMISSION REQUIREMENTS:

- \*4.1 Submission requirements: one (1) original proposal, ~~six (6) paper copies~~, and one (1) electronic response on CD or flash drive are required by RFP opening time of 2:00 PM on Tuesday, ~~March 24, 2020~~ **May 5, 2020**. CD or flash drive must contain only one (1) file in PDF format and must match written response identically. Failure to provide proper CD or flash drive is cause for disqualification. Proposal shall be submitted to the address shown below. Proposal shall be signed, in ink, by a person having the authority to bind the firm in a contract.

Fort Bend County	Proposal Number: R20-072
<b>Purchasing Department</b>	Due Date: Tuesday, <del>March 24, 2020</del> <b>May 5, 2020</b>
<b>Solicitations</b>	Time: 2:00 PM (CST)
<b>c/o FBC Mail Center</b>	For: Website Design Services
301 Jackson, <del>Suite 201</del>	
Richmond, Texas 77469	

- 4.2 Respondents may submit their proposal any time prior to the Opening Date and time. The Respondent's name and address as well as a distinct reference to the Proposal number above shall be marked clearly on the submission. All proposals are time-stamped upon receipt and are securely kept, unopened, until the Opening Date. No responsibility will attach to the County, or any official or employee thereof, for the pre-opening of, post-opening of, or the failure to open a proposal

not properly addressed and identified. No oral, telegraphic, telephonic, or facsimile proposals will be considered.

- 4.3 Proposals may be modified or withdrawn prior to the established opening date by delivering written notice to the proposal contact. Any alteration made prior to opening date and time shall be initialed by the signer of the proposal, guaranteeing authenticity.
- 4.4 Proposals time-stamped after the due date and time will not be considered and will be returned to the Respondent unopened. Regardless of the method used for delivery, respondents shall be wholly responsible for the timely delivery of submitted proposals.
- 4.5 The Respondent's name and address shall be clearly marked on all copies of the proposal.

## **5.0 INCURRED COSTS:**

Those submitting proposals do so entirely at their expense. There is no expressed or implied obligation by the County to reimburse any individual or firm for any costs incurred in preparing or submitting proposals, for providing additional information when requested by the County or for participating in any selection interviews, including discovery (pre-contract negotiations) and contract negotiations.

## **6.0 ACCEPTANCE:**

- 6.1 Submission of any proposal indicates a Respondent's acceptance of the conditions contained in this Proposal unless clearly and specifically noted otherwise in their proposal.
- 6.2 Furthermore, the County is not bound to accept a proposal on the basis of lowest price, and further, the County has the sole discretion and reserves the right to cancel this Proposal, to reject any and all proposals, to waive any and all informalities and or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the County's best interests. The County reserves the right to accept or reject any or all of the items in the proposal, and to award the contract in whole or in part and/or negotiate any or all items with individual Respondents if it is deemed in the County's best interest.
- 6.3 Although Fort Bend County desires to negotiate toward a contract with a selected Respondent, the Commissioners' Court may award the contract on the basis of the initial proposals received, without discussions. Therefore, each initial proposal should contain the Respondent's best terms.

## **7.0 INTERPRETATIONS, DISCREPANCIES, AND OMISSIONS:**

**\*AMENDED 4/9/2020**

- \*7.1 It is incumbent upon each potential Respondent to carefully examine these specifications, terms, and conditions. Should any potential Respondent find discrepancies, omissions or ambiguities in this Proposal, the Respondent shall at once request in writing an interpretation from the County's Proposal Contact. Any inquiries, suggestions, or requests concerning interpretation, clarification or additional information shall be made in writing via e-mail only to the County's Proposal Contact, as specified in Section 3.0. Deadline for submission of questions and/or clarification is no later than **Monday, ~~March 16,~~ April 21, 2020 at 3:00 PM. (central)**. Requests received after the deadline will not be responded to due to the time constraints of this Proposal process.
- 7.2 The issuance of a written addendum is the only official method by which interpretation, clarification or additional information will be given by the County. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarification will be without legal effect. If it becomes necessary to revise or amend any part of this Proposal, notice will be given by the County Purchasing Agent to all prospective Respondents who were sent a Proposal. The Respondent in their proposal shall acknowledge receipts of amendments. Each Respondent shall ensure that they have received all addenda and amendments to this Proposal before submitting their proposals.

**\*8.0 TENTATIVE SCHEDULE:**

Release of RFP:	March 2, 2020
Deadline for Questions:	<del>March 16, 2020</del> <b>April 21, 2020</b>
Submission Due Date:	<del>March 24, 2020</del> <b>May 5, 2020</b>
Evaluation of Submissions:	Week of <del>March 30<sup>th</sup></del> <b>May 11<sup>th</sup></b>
Commissioners Court Permission to Negotiate:	<del>April 7, 2020</del> <b>May 26, 2020</b>
Negotiations:	<del>April 8, 2020</del> <b>May 27, 2020</b>
Final Contract Approval Commissioners Court:	<del>May 12, 2020</del> <b>June 23, 2020</b>

**\*9.0 PRE-RFP CONFERENCE and RFP OPENING:**

There is no pre-RFP conference for this project. **Due to public health emergency, COVID-19, RFPs will be opened and announced by conference bridge/phone. Interested vendors are to dial 281-238-3660 and once prompted, enter bridge number 12892# no earlier than 2:00PM (CST) on the date the RFP is due. No dollar amount will be read. Only the firm that submitted a response will be read aloud.**

**10.0 RETENTION OF RESPONDENT'S MATERIAL:**

The County reserves the right to retain all proposals regardless of which response is selected. All proposals and accompanying documents become the property of the County.

## **11.0 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION:**

By submission of a proposal, each Respondent certifies, that in connection with this procurement:

- 11.1 The prices in this proposal have been arrived at independently, without consultation, communication, or agreement with any other Respondent; with any competitor; or with any County employee(s) or consultant(s) for the purpose of restricting competition on any matter relating to this Proposal.
- 11.2 Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the Respondent and will not knowingly be disclosed by the Respondent prior to award directly or indirectly to any other Respondent or to any competitor; and;
- 11.3 No attempt has been made or will be made by the Respondent to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

## **12.0 ASSIGNMENT:**

The Respondent may not sell, assign, transfer or convey the contract resulting from this Proposal, in whole or in part, without the prior written approval from Fort Bend County Commissioners' Court.

## **13.0 CONFIDENTIAL MATTERS:**

- 13.1 All data and information gathered by the Respondent and its agents, including this Proposal and all reports, recommendations, specifications, and data shall be treated by the Respondent and its agents as confidential. The Respondent and its agents shall not disclose or communicate the aforesaid matters to a third party or use them in advertising, publicity, propaganda, and/or in another job or jobs, unless written consent is obtained from the County.
- 13.2 Proposals will only be publicly received and acknowledged only so as to avoid disclosure of the contents to competing Respondents and kept secret during negotiation. However, all proposals shall be open for public inspection after the contract is awarded. Trade secrets and any material that is considered to be confidential information contained in the proposal and identified by Respondent as such will be treated as confidential to the extent allowable in the Open Records Act.

## **14.0 LIMITS OF SUBCONTRACTORS:**

- 14.1 The County has approval rights over the use and/or removal of all subcontractors and/or vendor(s). Subcontractors shall conform to all County policies.

- 14.2 Any dispute between the Respondent and subcontractors, including any payment dispute, will be promptly remedied by the Respondent. Failure to promptly remedy or to make prompt payment to subcontractor may result in the withholding of funds from the Respondent by the County for any payments owed to the subcontractor.

**15.0 JURISDICTION, VENUE, CHOICE OF LAW:**

This Proposal and any contract resulting there from shall be governed by and construed according to the laws of the State of Texas. Should any portion of any contract be in conflict with the laws of the State of Texas, the State laws shall invalidate only that portion. The remaining portion of the contract(s) shall remain in effect. Any lawsuit shall be governed by Texas law and Fort Bend County, Texas shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Proposal process and resulting Agreements.

**16.0 INDEPENDENT CONTRACTOR:**

The Respondent is an independent contractor and no employee or agent of the Respondent shall be deemed for any reason to be an employee or agent of the County.

**17.0 AMERICANS WITH DISABILITIES ACT (ADA)**

Proposals shall comply with all federal, state, county, and local laws concerning this type of products/service/equipment/project and the fulfillment of all WCAG 2.2, Level 2 web content accessibility guidelines.

**18.0 DRUG-FREE WORKPLACE:**

All Respondents shall provide any and all notices as may be required under the Drug-Free Workplace Act of 1988, 28 CFR Part 67, Subpart F, to their employees and all sub-contractors to insure that the County maintains a drug-free workplace.

**19.0 PERFORMANCE AND PAYMENT BOND:**

No performance nor payment bond is required for this project.

**20.0 POWER OF ATTORNEY:**

An attorney-in-fact who signs a bid bond, performance bond or payment bond must file with each bond a certified and effectively dated copy of his or her power of attorney.

**21.0 TEXAS ETHICS COMMISSION FORM 1295:**

- 21.1 Effective January 1, 2016 all contracts executed by Commissioners Court, regardless of the dollar amount, will require completion of Form 1295 "Certificate of Interested Parties", per the new Government Code Statute §2252.908. All firms submitting a response to a formal Bid, RFP, SOQ or any contracts,

contract amendments, renewals or change orders are required to complete the Form 1295 online through the State of Texas Ethics Commission website. Please visit:

<https://www.ethics.state.tx.us/File/>

21.2 On-line instructions:

21.2.1 Name of governmental entity is to read Fort Bend County.

21.2.2 Identification number use: RFP 20-072

21.2.3 Description is: Website Design Services

21.3 Highest evaluated vendor will be required to provide the Form 1295 within three (3) calendar days from notification; however, if your company is publicly traded you are not required to complete this form.

**22.0 INSURANCE:**

22.1 All respondents must submit, with RFP, a current certificate of insurance indicating coverage in the amounts stated below. In lieu of submitting a certificate of insurance, respondents may submit, with RFP, a notarized statement from an Insurance company, authorized to conduct business in the State of Texas, and acceptable to Fort Bend County, guaranteeing the issuance of an insurance policy, with the coverage stated below, to the firm named therein, if successful, upon award of this Contract. Failure to provide current insurance certificate or notarized statement will result in disqualification of submittal.

22.2 At contract execution, contractor shall furnish County with properly executed certificates of insurance, which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days prior written notice to County. Contractor shall provide certified copies of insurance endorsements and/or policies if requested by County. Contractor shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Contractor shall obtain such insurance written on an Occurrence form (or a Claims Made form for Professional Liability insurance) from such companies having Best's rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

22.2.1 Workers' Compensation insurance. Substitutes to genuine Workers' Compensation Insurance will not be allowed.

22.2.2 Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.

22.2.3 Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.

22.2.4 Professional Liability insurance for Information Technology, including Cyber Risk may be made on a Claims Made form with limits not less than \$1,000,000 each claim/loss with a \$2,000,000 aggregate.

The insurance should provide coverage for the following risks:

- a. Liability arising from theft, dissemination, and/or use of confidential information (a defined term including but not limited to bank account, credit card account, personal information such as name, address, social security numbers, etc., information) stored or transmitted in electronic form
- b. Network security liability arising from the unauthorized access to , use of, or tampering with computer systems, including hacker attacks or inability of an authorized third party to gain access to your services, including denial of service, unless caused by a mechanical or electrical failure
- c. Liability arising from the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network, or similar computer-related property and the data, software, and programs thereon

22.3 County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability (Medical Malpractice) Insurance. All Liability policies including Workers' Compensation written on behalf of contractor, shall contain a waiver of subrogation in favor of County and members of Commissioners Court.

22.4 If required coverage is written on a claims-made basis, contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning from the time that work under the agreement is completed.

### **23.0 INDEMNIFICATION:**

Respondent shall save harmless County from and against all claims, liability, and expenses, including reasonable attorney's fees, arising from activities of Respondent, its agents, servants or employees, performed under this agreement that result from the negligent act, error, or omission

of Respondent or any of Respondent's agents, servants or employees.

- 23.1 Respondent shall timely report all such matters to Fort Bend County and shall, upon the receipt of any such claim, demand, suit, action, proceeding, lien or judgment, not later than the fifteenth day of each month; provide Fort Bend County with a written report on each such matter, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation or assistance, if any, of Fort Bend County required by Respondent in the defense of each matter.
- 23.2 Respondent's duty to defend, indemnify and hold Fort Bend County harmless shall be absolute. It shall not abate or end by reason of the expiration or termination of any contract unless otherwise agreed by Fort Bend County in writing. The provisions of this section shall survive the termination of the contract and shall remain in full force and effect with respect to all such matters no matter when they arise.
- 23.3 In the event of any dispute between the parties as to whether a claim, demand, suit, action, proceeding, lien or judgment appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of Respondent, Respondent shall never-the-less fully defend such claim, demand, suit, action, proceeding, lien or judgment until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of Respondent are not at issue in the matter.
- 23.4 Respondent's indemnification shall cover, and Respondent agrees to indemnify Fort Bend County, in the event Fort Bend County is found to have been negligent for having selected Respondent to perform the work described in this request.
- 23.5 The provision by Respondent of insurance shall not limit the liability of Respondent under an agreement.
- 23.6 Respondent shall cause all trade contractors and any other contractor who may have a contract to perform construction or installation work in the area where work will be performed under this request, to agree to indemnify Fort Bend County and to hold it harmless from all claims for bodily injury and property damage that arise may from said Respondent's operations. Such provisions shall be in form satisfactory to Fort Bend County.
- 23.7 Loss Deduction Clause - Fort Bend County shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of deductibles shall be the sole responsibility of Respondent and/or trade contractor providing such insurance.

#### **24.0 HISTORY:**

- 24.1 Fort Bend County owns and operates a public web site at the following:

- 24.1.1 <https://www.fortbendcountytx.gov/> referred to as The Fort Bend County website, which is currently a cloud hosted website solution.
  - 24.1.2 <https://www.fortbendcountytx.gov/government/departments-e-n/health-human-services/> referred to as the Health and Human Services (HHS) site, which is currently a cloud hosted website solution.
  - 24.1.3 <http://econnect/> accessed on County network or via Citrix; referred to as eConnect or the intranet, which is our locally hosted intranet, which is our locally hosted intranet.
- 24.2 These three sites are built with the content management system of our current vendor Granicus, Inc., (formerly Vision Internet) and are currently supported by Granicus.
- 24.3 The main Fort Bend County public website consists of:
- 24.3.1 Seventy-two (72)+ sections representing our departments and offices
  - 24.3.2 Editor accounts for over 100 staff who edit content
  - 24.3.3 Approximately 2,085 webpages
  - 24.3.4 Approximately 12,463 documents (many are old versions, not in use)
  - 24.3.5 Approximately 4,001 images (many not in use)
  - 24.3.6 Online calendars with 1,815 calendar events dating back to March 2018
  - 24.3.7 Frequently Asked Questions (FAQ) module with 570 questions and answers
  - 24.3.8 Approximately 193 news posts dating back to March 2018
  - 24.3.9 Business directory with approximately 660 businesses
  - 24.3.10 Facility directory with approximately 54 facilities
  - 24.3.11 Approximately 17 digital forms
  - 24.3.12 Over 100 online services. A complete list of e-services can be found here: <https://www.fortbendcountytx.gov/services/e-government>
- 24.4 The Health and Human Service (HHS) sub-site's components are intertwined with our main site in the content management system. It has approximately 175 pages as well as documents and images in folders labeled according to the relevant department; amounts are included with the numbers above for the main site.

- 24.5 The eConnect Intranet consists of approximately 222 pages, 1,052 documents, 372 images, and 16 content editors.
- 24.6 Granicus has provided the County with website services since 2012. Our website and intranet were recently redesigned by Granicus. The main website was redesigned in March 2018. The intranet was launched in June 2018. The HHS sub-site launched in January 2019.
- 24.7 In 12 months from 11/1/18 – 10/31/19, the main Fort Bend County public website has received a total of 1,667,844 users, and 3,839,383 sessions. That equates to 10,519 average daily visits, and an average 2.3 sessions per user.
- 24.8 Website traffic is lighter on the weekends and busiest on Tuesdays, largely due to jury duty and other court activities on Tuesdays.
- 24.9 The HHS sub-site is a quieter online space, with approximately 250 visits per day. A main source of website traffic is the Animal Services section.
- 24.10 eConnect receives approximately 1,750 visits per day from County staff. It is busy M-F from 8AM-5PM and relatively quiet on evenings, weekends and holidays.

## **25.0 PROJECT GOALS – PUBLIC WEBSITE:**

Fort Bend County seeks a public website with the following components and features:

- 25.1 A mobile-responsive, modern layout with consistent styling
  - 25.1.1 A complete style guide manual that includes, but not limited to the following guidelines:
    - 25.1.1.1 Logo usage
    - 25.1.1.2 Acceptable color palettes
    - 25.1.1.3 Typography galleries
    - 25.1.1.4 Iconography galleries
    - 25.1.1.5 Photographic style guidelines
    - 25.1.1.6 SEO Techniques/standards
    - 25.1.1.7 Page template guidelines
  - 25.1.2 A single overall style to provide an orderly visual interface
  - 25.1.3 Present and select an appropriate content management system. The County will ask the vendor to provide recommendations in accordance with our project requirements
  - 25.1.4 Merge the HHS sub-site with our main site, applying the same new styles
  - 25.1.5 Responsive layouts that are designed with a consistent UI format for mobile and web experiences.

- 25.1.6 Modern design standards such as full-width layouts
- 25.1.7 Styled content components. For example, CSS buttons, iconography, and other template components
- 25.1.8 Ability to add non-modal overlay boxes, for example feedback surveys or a mailing list subscription window
- 25.1.9 Elegant integration of social media icons and feeds
- 25.1.10 Social Media Posting – Ability to post to Twitter and Facebook directly from the CMS for news, events and blog posts. The functionality should include the ability to customize messages and images in the post, schedule posts for any time, post to multiple accounts and track posts in a calendar or list view.
- 25.1.11 Integration of a homepage video Fort Bend County provides.
- 25.2 A navigational menu system tailored to our citizen’s needs. This system does not require them to have familiarity with internal departments and offices to find the information and services they seek.
  - 25.2.1 Fort Bend County is in the process of gathering discovery from key departments regarding the most frequently requested information, online services used most often, and frequently asked questions.
  - 25.2.2 Fort Bend County will provide access to our Google Analytics and other data as needed.
- 25.3 An effective keyword search feature, with filtered and formatted search results, accessible from any page on our website.
- 25.4 Customized homepage templates (template gallery) for internal departments and offices who need their own tailored homepage reflective of their unique audience and their reasons for visiting their webpages.
  - 25.4.1 Styles, including color palette and fonts, will reflect the same unified branding as the entire website and will not vary.
  - 25.4.2 The template will allow us to arrange tailored content to reflect their department’s roles and their specific audience’s needs.
  - 25.4.3 The landing page template will allow incorporation of individual department social media icons and feeds where applicable.
  - 25.4.4 The landing page template will allow us to incorporate a department’s calendar, news, opening hours, main phone number, and other general information where applicable.

- 25.5 Calendar module allowing departments and offices to post events. Includes a single calendar for all county events as well as individual calendars for various departments and offices.
- 25.6 News module, similar to a blog, with featured news showcased on the homepage. Departments and offices may post news on their landing pages.
- 25.7 Improved digital forms with a mobile-responsive design
  - 25.7.1 Fort Bend County has a variety of applications for more complicated forms and workflow. What Fort Bend County needs is easy-to-build, elegant, mobile-friendly simple forms.
  - 25.7.2 Forms will serve similar purposes to the ones Fort Bend County currently have on our website, for example “Contact Us” or “Report a Concern.”
  - 25.7.3 Forms need to allow the upload of a variety of attachments, which will be sent via email to form recipients.
  - 25.7.4 Forms should be easy for our web visitors to fill out on desktop or on a phone, including autofocus and auto-fill of contact information where appropriate.
  - 25.7.5 Identify authentication best practices for our online forms, such as image, math, invisible recaptcha or plain captcha.
  - 25.7.6 Editors should have the ability to generate reports on submitted digital forms for their department, and it would be a plus if those reports could be automated.
- 25.8 A well-structured, easy-to-use content management system for our 100+ editors
  - 25.8.1 User permissions to allow editor access to a single department’s webpages
  - 25.8.2 Check-in-check-out feature to avoid overwriting work of another editor
  - 25.8.3 A clear process for editors to create draft webpages and share them with non-editors before they go live
  - 25.8.4 Revision history to show which editor edited what and when, with the ability to restore to an earlier version
  - 25.8.5 A separate copy of our website for development and training purposes, that can be refreshed with a copy from our live site
  - 25.8.6 The ability to schedule content updates/page revisions to post live at a certain day and time

- 25.8.7 Ability to add iframes, JSON, and scripts, for example Google Analytics, HotJar
- 25.9 Develop and compile a unique set of SEO related guidelines.
- 25.10 Incorporation of language translation tools, to reflect the language diversity of Fort Bend County residents
- 25.11 Ensure that the new public website meets minimum standards for Americans with Disabilities WCAG 2.2, Level 2 Web Content Accessibility guidelines
- 25.12 Integration with a chat tool to allow select County staff to answer questions
- 25.13 A visually appealing weather widget that provides a local weather forecast

## **26.0 PROJECT GOALS – NEW COUNTY INTRANET:**

Fort Bend County seeks a Fort Bend County staff intranet with the following components and features:

- 26.1 Present and select an appropriate content management system. The county will ask the vendor to provide recommendations in accordance with our project requirements
- 26.2 Migrate the intranet from existing content management system to a new content management system. The intranet will be a separate installation, not in any way technologically connected to our public website
- 26.3 Allow easy access to the intranet for employees externally, for example from a home computer
- 26.4 Collaborate with us as Fort Bend County works to provide a single log-on to access the intranet and applications it is connected to. For example, our timekeeping or benefits portals. Fort Bend County is working towards eliminating the need for staff to keep separate logins and passwords for a variety of services
- 26.5 Provide minor design changes to the homepage of the intranet to better reflect users' needs. New page templates may be similar to that created for the new public website where applicable
- 26.6 Implement minor changes to the navigation system to improve ease of use for County staff. The navigation menu design may be similar to that which you create for the public website where applicable

- 26.7 Add a forum area where intranet administrators may create forums, and any County staff can ask questions or post information. For example, a “spare stuff” forum for unwanted office furniture or supplies

## **27.0 MEASURING PROJECT SUCCESS:**

Fort Bend County employees spend a large amount of time helping citizens over the phone or in person. Callers report that they tried to complete their tasks online, but they could not find the answers to their questions. This redesign serves to build a framework for a new system that will reduce citizen frustration and deliver information and services in a more efficient manner.

The awarded vendor will provide the following services:

- 27.1 Discovery discussions with IT staff to review needs and provide detailed solutions
- 27.2 Design of various templates, including homepage, department/section main pages, interior pages, calendar events and news posts
- 27.3 Development of the two websites above with a content management system
- 27.4 Migration of content from the old to the new systems. This process includes migration of images, documents, forms, our facility and business directories, web page content, and includes updating internal links to pages and documents
- 27.5 Training IT staff on administration of the site and editing content. Provide live online training, a digital user training manual, and online reference guides
- 27.6 Tech support after launch for 12 months

Fort Bend County will provide:

- 27.7 Discovery information gathering with our internal departments and offices
- 27.8 Content cleanup, including deletion of old documents and images not currently in use
- 27.9 Photography and photo editing to provide a limited amount of new imagery where needed for the new website templates
- 27.10 Production of a homepage video
- 27.11 Training of our content editors. Fort Bend County will provide additional training to supplement the training manual and online reference guides you provide

## **28.0 PROJECT DELIVERABLES:**

The website and intranet shall have these physical deliverables during following project phases:

- 28.1 Discovery phase:
  - 28.1.1 Develop target audience profiles based on site analytics
  - 28.1.2 Navigation menu architecture and site organization, explaining how visitors will easily navigate to reach desired content
  - 28.1.3 A list of components and features to be included the homepage, header and footer
  - 28.1.4 A list of components to be included in departmental homepages
- 28.2 Design phase:
  - 28.2.1 Templates for the homepage, showing responsive design on desktop, mobile and tablets
  - 28.2.2 Templates for customized department homepages
  - 28.2.3 Template components for interior pages, including buttons, Titles and other text styles, and iconography
  - 28.2.4 Design for a sample News post
  - 28.2.5 Digital form template
  - 28.2.6 Example of formatted site search results
- 28.3 Development phase:
  - 28.3.1 A functional website in a dev environment Fort Bend County can interact with
  - 28.3.2 A functional intranet in a dev environment Fort Bend County can interact with
  - 28.3.3 Functional calendar module
  - 28.3.4 Functional news module
- 28.4 Content migration phase:
  - 28.4.1 A fully populated website, with content on all pages, including text, images, links to PDFs and other documents

- 28.4.2 A fully populated intranet, with content on all pages, including text, images, links to PDFs and other documents
- 28.4.3 Completed homepages for departments and offices
- 28.4.4 Functional navigational menu systems Fort Bend County can interact with
- 28.4.5 Functional site search, providing search results of relevant content
- 28.4.6 User accounts for our 100+ content editors, with relevant permissions
- 28.5 Training/testing phase:
  - 28.5.1 Webinar training sessions with IT staff, and content editors may tune in to
  - 28.5.2 A training reference guide for content editors

## **29.0 PROJECT REQUIREMENTS:**

Vendor(s) shall provide the following information and materials in their submission in Tab 1:

- 29.1 Discuss the highlights, key features, and distinguishing points of your proposal. You may include suggestions of technical or procedural innovations that you have used successfully in other projects. Propose any ideas, innovative approaches, or specific new concepts that would provide benefit to the County.
- 29.2 Describe any user research and/or usability testing you propose during the project. Include any requests you will have for our access to our analytics and/or heatmapping services, and describe how you will use them to generate effective solutions for navigational menu systems and other website and intranet components.
- 29.3 Provide a detailed description of the content management system that Fort Bend County will use to interact with the website and intranet. Specify if a different system is recommended for the public website vs the intranet. Describe how easy these system(s) will be for relatively nontechnical content editors who spend a small amount of their work week updating webpages. Provide relevant links where appropriate to online pages and videos to learn more about the content management system(s).
- 29.4 Describe the communication plan during the project. Include weekly meetings and method(s) of regular communication on the progress and direction of the project. Include the methods and tools that will be shared with us and used to keep track of tasks and completed work. Name which project management application(s) will be used and describe how Fort Bend County and your team and our staff will

participate in populating and updating the project tasks and timeline and noting when work is completed.

- 29.5 Provide three examples of relevant recent work. These examples will include links to live websites (or screenshots in the case of intranet projects) as well as a 1 to 2 page case study describing each project, including the client's problems and your solutions. These examples will ideally be large-scale public sector websites, but relevant examples from large-scale corporate or nonprofit agency websites are acceptable. A key feature to highlight is navigational menu systems that provide clear and effective organization of information for departments with a wide variety of audiences, for example parks vs. courts. In addition to these three examples, you may include brief information about small-scale projects that contain relevant components to our project goals, for example a chat feature or exceptional News module.
- 29.6 Provide a detailed project schedule, including the following components:
  - 29.6.1 Time frames and due dates for discovery, design, development, content migration, training and other project tasks
  - 29.6.2 Project deliverables for each time frame, including discovery results, wireframes, sample templates, an online dev environment, and/or other relevant items
  - 29.6.3 Key personnel that will be involved with each phase of the project.
  - 29.6.4 Give a brief statement of the firm's adherence to the schedule for the project
  - 29.6.5 If the launch date on your schedule is after September 1, 2020, provide a detailed explanation of why additional time would be needed, as well as the negative consequences of shortening the timeframe to meet our September 1 launch deadline.
- 29.7 Provide a detailed, multi-paragraph description of the content migration process, with any charts or tables where appropriate. Describe the timeline, your staff involved with each step, and their specific roles. Explain how you will migrate thousands of pages, documents, and images in an efficient manner on a website and intranet that are constantly being updated by dozens of content editors in dozens of departments. If any County IT staff or content editors need to play a role in the migration, explain in detail what their role will be. Provide a specific timeframe for any time in which Fort Bend County will be unable to update content on the website and/or intranet during the transition. Explain how documents will be relinked and links between webpages will be updated to prevent any broken links. Describe the switchover process from our current sites to the new sites and how Fort Bend County will seamlessly transition from the old to the new sites. Include specific examples of successful migration processes from previous projects you have completed.

- 29.8 The migration process will include the following components:
- 29.8.1 Migration of 100+ content editor accounts, each with their appropriate user permissions. Recreation and transition of user permissions for 72+ departments and offices
  - 29.8.2 Migration of 1600+ webpages, including recreation of each page on the new sites and migration of the content of each page
  - 29.8.3 Migration of thousands of PDFs and other documents and relinking them to the webpages they are referenced from
  - 29.8.4 Migration of thousands of photos and other images and re-embedding these images on their respective webpages
  - 29.8.5 Migration of 17+ digital forms
  - 29.8.6 Migration of any future events on our calendars
  - 29.8.7 Migration of the FAQ module with 570 questions and answers
  - 29.8.8 Migration of any future News posts
  - 29.8.9 Migration of our Business Directory with approximately 660 businesses
  - 29.8.10 Migration of our Facility Directory with approximately 54 facilities
  - 29.8.11 Embedding the iframes and re-linking to 100+ online services. A complete list of e-services can be found here:  
<https://www.fortbendcountytexas.gov/services/e-government>
- 29.9 Provide a description of the hosting environment for the website and intranet. Include the name of the hosting company, geographic location of the hosting servers, an explanation of security parameters to prevent hacking, backup systems to prevent data loss, and evidence to show that near 100% uptime will be guaranteed and be backed by a Service Level Agreement (SLA).
- 29.10 The hosted solution should protect the website against Distributed Denial of Service (DDoS) and other cyberattacks, and should be able to detect and mitigate malicious traffic within seconds.
- 29.10 The warranty and service will include updates to the content management and other software to ensure the most recent technology is being utilized and site security is maintained. State your business hours for support and service, including closure for holidays. Describe the method(s) of communication between our staff and your support staff, including ticketing software, email, and emergency phone number(s). Explain how any future service will be carried out after business hours and will

result in minimal downtime. Provide a table with downtime, service and updates/upgrades of systems you have provided to your clients in the past year, including specific time of day and duration of outages for service or updates.

### **30.0 EVALUATION CRITERIA:**

In order to facilitate the analysis of responses to this Proposal, Respondents are required to prepare their proposals in accordance with the instructions outlined in this part. Proposals should be prepared as simply as possible and provide a straightforward, concise description of the Respondent's capabilities to satisfy the requirements of the Proposal. Emphasis should be concentrated on accuracy, completeness, and clarity of content. All parts, pages, figures, and tables should be numbered and clearly labeled.

30.1 Respondents are required to follow the outline below when preparing their proposals:

Tab	Title
	Title Page
	Table of Contents
	Executive Summary
1	Understanding Scope of Work
2	Firm Experience
3	Staffing
4	Price
5	Required forms and overall completeness of submission

30.2 Any exceptions to the Proposal requirements shall be identified in the applicable section.

30.3 Executive Summary - This section should be limited to a brief narrative highlighting the company's background and experience. Narrative should clearly demonstrate compliance with Respondent qualifications listed in the RFP specifications. Include length of time the company has been in business and provide examples of past projects. Include a list of current and/or pending installations, including number of licensed users.

30.4 Respondents will be evaluated utilizing the factors, as weighted below:

Tab 1

Understanding Scope of Work (weight factor = 30%)

- Describe proposer's understanding, responsiveness and approach to the initiating and implementing website design services and future maintenance and support. Also include description of communication and training plan, content management system, project schedule, etc., as described in Section 29.0

Tab 2

Firm Experience (weight factor = 25%)

- Firm Experience with website design services of similar size and complexity
  1. Identify the length of time the firm has been in business of providing website design services.
  2. Identify the current and/or recent history of past performance of a similar nature to the performance offered in response to this RFP.
  3. Provide three (3) letters of recommendation, on reference provider's letterhead, regarding website design services of similar nature to our project, from whom you have provided services within the last ten (10) years, including company/entity name, physical address, contact person, phone number, and email address.

Tab 3

Staffing (weight factor = 15%)

- Provide a profile of your project team and describe how you propose to staff the project. List the names, titles, and roles of every staff member who will participate in our project. State the amount of time in months and years the employee has worked for your firm. Include a brief (2-3 sentence) summary of each project member's qualifications and previous experience on similar projects. Describe who our primary point of contact will be for each step of the project.

Tab 4

Price (weight factor = 25%)

- Provide an itemized cost sheet, detailing the cost for each product and service in the scope of the project. The cost sheet must include:
  - Direct labor rates for proposed staff;
  - Overhead rates and breakdown of overhead elements;
  - Any sub-consultant rates as well as any reimbursable expenses.
- Provide a warranty and service for support for one (1) year following project completion. Provide maintenance pricing for years, two, three, four, and five.
-

Tab 5

Required forms and overall completeness of submission (weight factor = 5%)

- Proof of Insurance
- Completed Respondent forms
- Completed W9 form
- Completed debt form

**31.0 AWARD:**

RFP will be evaluated by a committee comprised of County staff. The committee will review Request for Qualifications submitted and may develop a short list of not more than four (4) firms. These firms will be requested to submit additional information and may be invited for a presentation with the Committee. Based on further review after the interviews, the committee will forward their recommendations to the Fort Bend County Commissioners Court.

**32.0 STATE LAW REQUIREMENTS FOR CONTRACTS:**

The contents of this section are required by Texas Law and are included by County regardless of content.

- 32.1 Agreement to Not Boycott Israel Chapter 2270 Texas Government Code: By signature on vendor form, Contractor verifies Contractor does not boycott Israel and will not boycott Israel during the term of this Contract.
- 32.2 Texas Government Code Section 2251.152 Acknowledgment: By signature on vendor form, Contractor represents pursuant to Section 2252.152 of the Texas Government Code, that Contractor is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.

**33.0 HUMAN TRAFFICKING:**

By acceptance of this contract, Contractor acknowledges that Fort Bend County is opposed to human trafficking and that no County funds will be used in support of services or activities that violate human trafficking laws.

**34.0 REQUIRED FORMS:**

All respondents submitting are required to complete the attached/included and return with submission:

- 34.1 Vendor Form

## Request for Taxpayer Identification Number and Certification

**Give Form to the  
 requester. Do not  
 send to the IRS.**

Print or type See Specific Instructions on page 2.	<p><b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.                  eWay Corp</p> <p><b>2</b> Business name/disregarded entity name, if different from above</p> <p><b>3</b> Check appropriate box for federal tax classification; check <b>only one</b> of the following seven boxes:  <input type="checkbox"/> Individual/sole proprietor or single-member LLC  <input type="checkbox"/> C Corporation  <input checked="" type="checkbox"/> S Corporation  <input type="checkbox"/> Partnership  <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____  <b>Note.</b> For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.  <input type="checkbox"/> Other (see instructions) ▶ _____</p> <p><b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):                  Exempt payee code (if any) _____                  Exemption from FATCA reporting code (if any) _____  <i>(Applies to accounts maintained outside the U.S.)</i></p> <p><b>5</b> Address (number, street, and apt. or suite no.)                  5721 Merle Hay Road Suite 22</p> <p><b>6</b> City, state, and ZIP code                  Johnston, IA 50131</p> <p><b>7</b> List account number(s) here (optional)</p> <p style="text-align: right;">Requester's name and address (optional)</p>
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### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

<b>Social security number</b>									
				-			-		
<b>or</b>									
<b>Employer identification number</b>									
8	6	-	1	1	3	7	7	7	7

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶ 04/30/2020
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### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

#### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

**Note.** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

## What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note. ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

**Line 2**

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

**Line 3**

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

**Limited Liability Company (LLC).** If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

**Line 4, Exemptions**

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

**Exempt payee code.**

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note.** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

**Line 5**

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

**Line 6**

Enter your city, state, and ZIP code.

**Part I. Taxpayer Identification Number (TIN)**

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [IRS.gov](http://IRS.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

**Part II. Certification**

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

- 1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.
- 2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
- 3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.
- 4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
- 5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

**What Name and Number To Give the Requester**

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee <sup>1</sup>  The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

\*Note. Grantor also must provide a Form W-9 to trustee of trust.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

**Secure Your Tax Records from Identity Theft**

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit [IRS.gov](http://IRS.gov) to learn more about identity theft and how to reduce your risk.

**Privacy Act Notice**

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.





**COUNTY PURCHASING AGENT**  
**Fort Bend County, Texas**

**NO BID/PROPOSAL/QUALIFICATIONS FORM**

Jaime Kovar  
Interim County Purchasing Agent

Office (281) 341-8640

**Bid/RFP/RFQ Number:** \_\_\_\_\_

Vendor's not responding to this solicitation are requested to complete and submit this form to:  
[Jessica.Carabajal@fortbendcountytexas.gov](mailto:Jessica.Carabajal@fortbendcountytexas.gov)

Please provide your purpose for not responding to this solicitation.

<input type="checkbox"/>	Project size is too large.	
<input type="checkbox"/>	Project size is too small.	
<input type="checkbox"/>	Unable to obtain required bonding.	
<input type="checkbox"/>	Unable to obtain required insurance.	
<input type="checkbox"/>	Not within the scope of our expertise.	
<input type="checkbox"/>	Not equipped to complete this project.	
<input type="checkbox"/>	Can supply item, but it is not competitive.	
<input type="checkbox"/>	Not enough time to respond to this solicitation.	
<input type="checkbox"/>	Do not desire to remain on your notification list.	
<input type="checkbox"/>	Cannot supply item/service by the delivery/completion date.	
<input type="checkbox"/>	Do not provide this type of product. Please remove us from your notification list for this solicitation.	
<input type="checkbox"/>	Not interested in this type of project. Explain:	
<input type="checkbox"/>	Cannot comply with specifications. Explain:	
<input type="checkbox"/>	Other:	

Please complete the below information:

Company Name:	
Mailing Address:	
Physical Address:	
City:	
State & Zipcode:	
Name of Signatory:	
Title of Signatory:	
Signature:	

34.2 W9 Form

34.3 Tax Form/Debt/Residence Certification

34.4 Certificate of Insurance, as stated in Section 22.0

34.4 No Bid/RFP Questionnaire (if applicable)

**35.0 ENCLOSURE:**

35.1 Top Fort Bend County Webpages

35.2 Fort Bend County Travel Policy

## Public website: top 20 webpages based on total visits, last 12 months:

1. Homepage
2. Active Emergency Calls  
<https://www.fortbendcountytexas.gov/government/departments/administration-of-justice/sheriff-s-office/bureaus-divisions/emergency-operations-communications-division/active-emergency-calls>
3. Jail information inquiry  
<https://www.fortbendcountytexas.gov/government/departments/administration-of-justice/sheriff-s-office/bureaus-divisions/detention-division/jail-public-information-inquiry>
4. The County Records Research button in our top nav, linking to the Tylerpaw court case records  
<http://tylerpaw.co.fort-bend.tx.us/PublicAccess/default.aspx>
5. Property Taxes – not sure if it's the top nav button getting them here  
<https://www.fortbendcountytexas.gov/government/departments/financial-administration/tax-assessor-collector/property-taxes>
6. Court Records Research  
<https://www.fortbendcountytexas.gov/government/courts/court-records-research>
7. The Tax Office inquiry and payment system:  
[https://actweb.acttax.com/act\\_webdev/fbc/index.jsp](https://actweb.acttax.com/act_webdev/fbc/index.jsp)
8. Search Court Databases  
<https://www.fortbendcountytexas.gov/government/departments-a-d/county-clerk/search-databases-new>
9. Employment  
<https://www.fortbendcountytexas.gov/government/departments/county-administration/human-resources/employment>
10. District Clerk homepage  
<https://www.fortbendcountytexas.gov/government/departments/administration-of-justice/district-clerk>
11. Early Voting Info  
<https://www.fortbendcountytexas.gov/government/departments-e-n/elections-voter-registration/early-voting-information>
12. I Want to Pay Property Taxes  
<https://www.fortbendcountytexas.gov/i-want-to/pay-property-taxes>
13. County Clerk  
<https://www.fortbendcountytexas.gov/government/departments/administration-of-justice/county-clerk>
14. District Clerk Case Search, which is a redirect page to #4 on this list  
<https://www.fortbendcountytexas.gov/government/departments/administration-of-justice/district-clerk/case-search>
15. Tax Assessor-Collector  
<https://www.fortbendcountytexas.gov/government/departments/financial-administration/tax-assessor-collector>

16. Sheriff's Office  
<https://www.fortbendcountytexas.gov/government/departments/administration-of-justice/sheriff-s-office>
17. Employee email  
<https://www.fortbendcountytexas.gov/government/departments/county-administration/human-resources/employees/e-mail>
18. Motor Vehicle Information  
<https://www.fortbendcountytexas.gov/government/departments/financial-administration/tax-assessor-collector/motor-vehicle-information>
19. 2018 election results  
<https://www.fortbendcountytexas.gov/government/departments/county-services/elections-voter-registration/election-results/2018-election-results>
20. I Want To search for court records  
<https://www.fortbendcountytexas.gov/i-want-to/search-for-court-records/>

# Annex B

## Fort Bend County Travel Policy

Approved in Commissioners' Court on November 3, 2009

Effective November 4, 2009

Revised September 7, 2010

Revised June 2, 2015, Effective August 1, 2015

Revised July 28, 2015, Effective August 1, 2015

Revised July 26, 2016, Effective August 1, 2016

Revised December 12, 2017, Effective January 1, 2018

The Commissioners' Court allocates funds annually for the payment of travel expenditures for county employees and officials within the individual departmental budgets. Travel expenditures paid from these budgets must serve a public purpose for Fort Bend County. These expenditures may be paid directly to the vendor or provided as a reimbursement to the employee/official upon completion of their travel. Advance payments to vendors may be accommodated by issuance of a check or use of a County procurement card. Eligible expenditure categories under this policy include: Lodging, meals, transportation, registration fees, and other fees (with justification). Each category is further defined below.

### CONTRACT RATES:

Fort Bend County is a 'Cooperative Purchasing Participating Entity' with the State of Texas. This program is also known as TPASS (Texas Procurement and Support Services) State Travel Management Program (STMP). This gives County employees and officials access to the contract rates negotiated by the State for hotels and rental cars. Procurement procedures for these contract services are explained within the categories below.

### OUT OF STATE TRAVEL:

**Authorization:** The traveler must obtain Commissioners' Court approval for out-of-state travel before departure. The duration must include travel days along with the event scheduled days. To prevent delays in processing travel reimbursement, ensure that the travel duration is accurately defined when submitting the agenda request.

**Documentation:** The traveler must provide an excerpt from the Commissioners' Court minutes (<http://www.fortbendcountytexas.gov/index.aspx?page=55>) with the travel reimbursement form.

### LODGING (In and Out of State):

#### Hotel:

Hotel reimbursements are limited to the Federal Travel Regulations set forth by US General Services Administration (GSA) by location not including taxes. The rates are set annually and vary by month and location. The maximum rates for lodging per day can be found at:

[http://www.gsa.gov/portal/content/104877?utm\\_source=OGP&utm\\_medium=print-radio&utm\\_term=perdiem&utm\\_campaign=shortcuts](http://www.gsa.gov/portal/content/104877?utm_source=OGP&utm_medium=print-radio&utm_term=perdiem&utm_campaign=shortcuts) based on travelers destination.

Fort Bend County is a 'Cooperative Purchasing Participating Entity' with the State of Texas. This gives County employees and officials access to the contract rates negotiated by the State for hotels. Participating hotels can be found at: [https://portal.cpa.state.tx.us/hotel/hotel\\_directory/index.cfm](https://portal.cpa.state.tx.us/hotel/hotel_directory/index.cfm) (be sure to check the correct fiscal year).

**Traveler must verify confirmed rate matches the negotiated contract rates found on the State's website listed above and does not exceed the GSA daily allowance.**

If the organizer of a conference/seminar has negotiated discount rates with a hotel(s), the traveler may choose these lodging services without penalty but the traveler must reserve the room at the group rate and provide documentation of the group rate with reimbursement request.

The traveler will be responsible for the excess charge over the GSA per diem rate for the city/county even if using the State rate. The Auditor's Office will deduct from the travelers' reimbursement any excess charges over the GSA per diem rate. Travel websites including but not limited to Expedia and Travelocity should not be used to book lodging.

**Travel Days:** If the traveler must leave before 7:00AM to arrive at the start of the event and/or return to the County after 6:00PM after the event concludes, an additional night's lodging is allowable before and/or after the event.

**Additional fees allowable:** Self-parking

**Additional fees allowable with justification:** Valet parking is allowable if an extreme hardship exists due to physical disability of the traveler or if no self-parking is available.

**Fees not allowable:** Internet, phone charges, laundry, safe fees

**Gratuities:** Gratuities are not reimbursable for any lodging services.

**Overpayments by County:** Any lodging overpayment by the County must be reimbursed by the hotel before processing a reimbursement to the traveler for any of the categories addressed in this policy. Prepaid lodging services should be accurately calculated or underestimated by excluding the taxes to prevent delays in processing travel reimbursements.

**Procurement Card:** The traveler may use the procurement card to make lodging reservations. Contact Purchasing to arrange or use the procurement card assigned to the department or traveler.

**Documentation:** **A final settled hotel bill with a zero balance from the front desk is required even if lodging is paid by the procurement card. The hotel bill left under the door is not acceptable.** The hotel bill should be scrutinized before traveler departs to make sure all charges are valid and notify hotel of any invalid charges and resolve issues before departing. Make sure all parking has been added to your bill and all personal incidentals have been paid by traveler. Any invalid charges will be the responsibility of the traveler. A copy of the itemized hotel statement must be submitted with the travel reimbursement claim if the traveler used a County procurement card to purchase lodging services or prepaid by County check. Event agenda/documentation or a letter from the traveler describing the event/meeting is required. If utilizing conference negotiated hotel rates, documentation of rates is required.

**Changes/Modifications to Reservation** – Any modifications including cancellation of reservation, the traveler must obtain a confirmation number and note the name of the person they spoke with in case the hotel charges the traveler. If the traveler does not obtain a confirmation number then any expenses incurred will be the responsibility of the traveler. Expenses resulting from changes or modifications to travel reservations will be paid by the County if the traveler produces documentation that a family emergency exists.

**County Exemption Status** – Fort Bend County Employees traveling on County Business are not exempt from State and local hotel taxes, state taxes, etc. with the exception of District Judges and the District Attorney.

## **MEALS:**

**Texas:** Meals including gratuities will be reimbursed to the traveler at a flat rate of \$36/day. The travelers per diem on the departure day and final day of travel will be at 75% of the per diem which is \$27/day.

**Out-of-state:** Meals including gratuities will be reimbursed to the traveler at a flat rate of \$48/day. The travelers per diem on the departure day and final day of travel will be at 75% of the per diem which is \$36/day.

**Late Night Arrival** – If a traveler arrives in Fort Bend County between midnight and 6am the traveler will receive a full day per diem for the previous day.

**Day trips:** Meals will not be reimbursed for trips that do not require an overnight stay.

**Procurement Card:** No meal purchases are allowed on any County procurement card.

**Documentation:** No meal receipts are required for reimbursement. Event agenda/documentation or a letter from the traveler describing the event/meeting is required.

## **TRANSPORTATION:**

**Personal Vehicle:** Use of personal vehicle will be reimbursed at the current rate/mile set by Commissioners' Court. Mileage should be calculated using the County office location of the traveler and the event location. Mileage may not be calculated using the traveler's home. Mileage should be calculated using an employee's vehicle odometer reading or by a readily available online mapping service for travel out of Fort Bend County. If using the mileage of an online mapping service, state which mapping service was used or provide a printout of your route detailing the mileage. For local travel, odometer readings or mapping service details are not required. Departments should develop a mileage guide for employees for local travel points, if a department does not have a mileage guide, the Auditor's Office will determine if the mileage listed is reasonable.

**Allowable expenses:** Parking and tolls with documentation.

**County Vehicle:** Fuel purchases when using a County vehicle should be made with the County Procurement card if available. Original receipts will accompany the Procurement Card statement but a copy must be provided with the travel reimbursement request.

**Allowable expenses:** Parking and tolls with documentation required.

**Airfare:** Airfare is reimbursable at the lowest available rate based on 14 day advance purchase of a discounted coach/economy full-service seat based on the required arrival time for the event. The payment confirmation and itinerary must be presented with the travel reimbursement form. The traveler will be responsible for the excess charges of an airline ticket purchase other than a coach/economy seat. When using Southwest Airlines a traveler should choose the "wanna get away" flight category.

**Allowable Expenses:** Bag fees. Fare changes are allowable if business related or due to family emergency.

**Unallowable Expenses/Fees:** Trip insurance, Early Bird Check In, Front of the line, Leg Room, Fare changes for personal reasons.

**Rental Car:** Rental cars are limited to the negotiated TPASS rates listed at: <http://www.window.state.tx.us/procurement/prog/stmp/stmp-rental-car-contract/vendor-comparison/>. The contact information for Avis is listed here: <http://www.window.state.tx.us/procurement/prog/stmp/stmp-rental-car-contract/Avis/>. The contact information for Enterprise is listed here: <http://www.window.state.tx.us/procurement/prog/stmp/stmp-rental-car-contract/Enterprise/>. When making a reservation traveler should provide the County's [REDACTED] The traveler will not be reimbursed for any amount over the negotiated contract rates if a non-contract company is used at a higher rate. The traveler should

select a vehicle size comparable to the number of County travelers. The traveler may use a non-contract vendor at an overall rate lower than the contract rates with no penalty. The original contract/receipt must be presented with the travel reimbursement form or a copy if a County procurement card is used. . The traveler will be responsible for any excess charges not included in the TPASS rates or for choosing a vehicle size not comparable with the number of travelers on the trip. Insurance is included in the negotiated TPASS rates, if a traveler chooses to take out additional insurance the cost is on the traveler.

**Enterprise:**

● [REDACTED]  
● [REDACTED]  
● [REDACTED]

**Avis:**

● [REDACTED]  
● [REDACTED]

**Unallowable Fees/Charges:** GPS, prepaid fuel, premium radio, child safety seats, additional insurance, one way rentals.

**Allowable expenses:** Parking and tolls allowed with documentation.

**Other Transportation:** Other forms of transit (bus, taxi, train) are reimbursable with an original receipt.

**Gratuities:** Gratuities are permitted if original receipt includes gratuity (20% maximum allowed) for any transportation services.

**Procurement Card:** The traveler may use a County procurement card to make transportation reservations for air travel and rental car services. Contact Purchasing to arrange or use the procurement card assigned to the department or traveler.

**Documentation:** Original receipts are required for all transportation reimbursements paid by the traveler. Transportation services obtained with a County procurement card require a copy of the receipt. Additional requirements are noted within each category above. Event agenda/documentation or a letter from the traveler describing the event/meeting is required.

**REGISTRATION:**

**Registration fees:** Registration fees are reimbursable for events that serve a Fort Bend County purpose. Registration fees for golf tournaments, tours, guest fees and other recreational events are not reimbursable.

**Procurement Card:** The traveler may use a County procurement card to register for an event. Contact Purchasing to arrange or use the procurement card assigned to the department or traveler.

**Documentation:** An original receipt must be obtained upon registration and submitted with the reimbursement request if paid by the traveler. A copy of the receipt must be provided if registration is paid on a County procurement card. Event agenda/documentation or a letter from the traveler describing the event/meeting is required.

**GRANTS:**

Travel expenditures from Federal and State grants must also conform to the granting agency's funding requirements.

**TRAVEL REIMBURSEMENT FORM:**

The traveler must use the current travel reimbursement form (<http://econnect/index.aspx?page=55>) for all travel related services addressed in this policy. No other expenditures may be submitted for reimbursement on the travel reimbursement form. After completing all required information, the travel form must be signed/dated by the traveler and the department head/elected official. Travel reimbursement request should be submitted within 30 days from when traveler returns from trip. Mileage reimbursement request should be submitted no less frequently than quarterly. Mileage reimbursement request for the fourth quarter should be submitted no later than October 30th for yearend processing.

**EXCLUSIONS:**

If the traveler has custody of a person pursuant to statute or court order or if the traveler is required by court or legal entity to appear at a particular time and place the traveler will not be penalized for accommodations that require a 14 day advance purchase ticket if travel is required with less than 14 days' notice.

If the traveler has custody of a person pursuant to statute to court order the traveler will not be held to the 75% per diem on the departure and final day of travel.