

STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

AGREEMENT FOR PROFESSIONAL VOICE &
 TELECOMMUNICATIONS CONSULTING SERVICES

THIS AGREEMENT is made and entered by and between Fort Bend County, Texas, a public body corporate and politic of the State of Texas acting by and through the Fort Bend County Commissioners Court (hereinafter referred to as "County") and TechKnowledge Consulting Corporation, hereinafter referred to as "Consultant," authorized to conduct business in the State of Texas.

WITNESSETH

WHEREAS, County desires that Consultant conduct an assessment that will provide to County a professional voice and telecommunications plan that will provide to a detailed roadmap that can be implemented by County, hereinafter referred to as the "Project;" and;

WHEREAS, Consultant represents that it is qualified and desires to perform such services;

WHEREAS, County has determined that this Agreement is for personal or professional services and therefore exempt from competitive bidding under Chapter 262, LOCAL GOVERNMENT CODE; and

NOW, THEREFORE, County and Consultant, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

AGREEMENT

SECTION I
 CHARACTER AND EXTENT OF SERVICES

- 1.01 Consultant shall provide the services for Phase I – Technology Audit, as detailed in Attachment A, proposal from Consultant dated June 30, 2010, attached hereto and incorporated by reference as if set forth herein verbatim for all purposes.
- 1.02 Consultant shall provide the services described in the Attachment A, Phase I – Technology Audit, within ninety (90) days of the effective date of this Agreement.
- 1.03 This Agreement does not address any services of Consultant described in Attachment A as "Phase II – Detailed Design, Procurement, Evaluation and Selection" and "Phase III - Precision Project Management." Any services provided by Consultant for Phase II or Phase III shall be subject to written amendments to this Agreement.
- 1.04 The Project Principal handles the Project for County shall be Dave Jacobs, especially for managing the work of all project managers, consultants and designers, as necessary.
- 1.05 Consultant agrees to comply with the requirements of this section to maximize the efficiency of services provided and minimize costs to County. Services provided by Consultant shall be handled by the knowledgeable, involved and competent person having the lowest hourly rate, taking into consideration the importance of the task in relation to the Project. In determining whether a service should be assigned to

Consultant's junior project manager, consultant or designer, consideration should be given to overall cost-effectiveness. In some situations, services may be performed more efficiently and at a lower cost by a more senior project manager, consultant or designer.

SECTION II CONSULTANT'S COMPENSATION

- 2.01 For and in consideration of the professional services rendered by Consultant for the services provided under Attachment A, Phase I, and subject to the limit of appropriation under Section XIV, County shall pay to Consultant an amount not-to-exceed \$71,760.00. County shall allocate an additional amount not-to-exceed \$15,000.00 to be reimbursed to Consultant at-cost upon submission of properly submitted invoices and records to County.
- 2.02 Consultant shall submit invoices to County as detailed in Section 2.03 below and County shall pay each invoice within thirty (30) days after the County Project Manager's written approval, provided however, that the approval or payment of any invoice shall not be considered to be conclusive evidence of performance by Consultant to the point indicated by such invoice or of receipt or acceptance by the County of the services covered by such invoice.
- 2.03 Consultant shall submit to County two (2) copies of invoices detailing the amounts due for services performed, set forth separately for work under this Agreement, and accompanied by a progress report describing the tasks performed in a form acceptable to County. County shall reserve the right to withhold any payment pending verification of satisfactory work performed. County shall process all uncontested invoices within thirty (30) calendar days.
- 2.04 Consultant's fees shall be calculated at rates not-to-exceed the amounts included in Attachment A, incorporated by reference herein as if set-forth verbatim.

SECTION III TIME OF PERFORMANCE

- 3.01 This Agreement shall become effective upon execution of County and shall terminate on or before October 31, 2010.
- 3.02 Any services provided by Consultant or any costs incurred by Consultant before issuance of this Agreement shall be ineligible for payment or reimbursement.

SECTION IV TERMINATION

- 4.01 Either party may terminate this Agreement at any time by providing thirty (30) days written notice to Consultant.
- 4.02 Upon notice of termination from either party, Consultant shall discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts, if any, insofar as such orders or contracts are chargeable to this Agreement.

- 4.03 Within thirty (30) days after receipt of notice of termination, Consultant shall submit a statement, describing in detail the services performed under this Agreement to the date of termination.
- 4.04 County shall then pay Consultant that proportion of the services actually performed under this Agreement that bear to the total services called for under this Agreement, less such payments on account of charges as have been previously made.
- 4.05 In the event of termination by Consultant, County shall be entitled to any and all work in progress, whether electronic or handwritten, including meeting notes, drawings, tables and diagrams in preparation, budgets, network evaluations, reports, project memorandum or any other work-product of Consultant. Consultant shall also provide to County, at no additional cost, sixteen (16) hours of a senior project manager's services for transitional support.
- 4.06 Copies of all completed or partially completed designs, drawings, electronic data files and specifications, reports, summaries and documents of any kind prepared under this Agreement shall be delivered to the County when and if this Agreement is terminated in the manner and for the purposes provided in this Agreement.

SECTION V OWNERSHIP AND REUSE OF DOCUMENTS

- 5.01 All documents, including electronic files, correspondence, estimates, specifications, field notes, reports, documents and data created, produced, developed or prepared by Consultant or its approved outside advisory or support consultants (collectively, the "Documents") shall be the property of County.
- 5.02 County shall not be entitled to any Documents not deemed "final" by Consultant until termination of this Agreement.
- 5.03 Consultant shall deliver all Documents to County within thirty (30) days of the termination of this Agreement and may retain a set of reproducible record copies of the documents, provided that Consultant has received full compensation due pursuant to the terms of this Agreement. County shall use the Documents solely in connection with the Project and for no other purposes, except with the express written consent of Consultant, which consent will not be unreasonably withheld. Any use of the Documents without the express written consent of Consultant will be at the County's sole risk and without liability or legal exposure to Consultant.
- 5.04 Except for work copyrighted prior to the execution of this Agreement, County shall be the owner of all intellectual property rights of the services rendered hereunder, including all rights of copyright therein. County and Consultant agree that the services provided are a "work for hire" as the term is used in the Federal Copyright Act.
- 5.05 Any trademarks, trade names, service marks, logos, or copyrighted materials of County are permit only for use in connection with the services provided under this Agreement and shall not be used without County's consent and shall remain in the sole and exclusive properties of County.

SECTION VI
PERSONNEL, EQUIPMENT, AND MATERIAL

- 6.01 Consultant represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for the timely performance of the professional services required under this Agreement. Consultant shall furnish and maintain, at its own expense, adequate and sufficient personnel and equipment to perform the professional services when and as required and without delays.
- 6.02 County will approve assignment and release of all key Consultant personnel and Consultant shall submit written notification of all key Consultant personnel changes for the County's approval prior to the implementation of such changes. For the purpose of this agreement, key Consultant personnel are defined in Attachment A, Project Team.
- 6.03 All employees of Consultant shall have such knowledge and experience as will enable them to perform the duties assigned to them to the standard stated in this Agreement and Attachment A. Any employee of the Consultant who, in the opinion of County, is incompetent or by conduct becomes detrimental to the Project shall, upon request of the County, immediately be removed from association with the Project.
- 6.04 Except as otherwise specified herein, Consultant shall furnish all equipment, transportation, supplies, and materials required to provide all services subject to this Agreement.

SECTION VII
CONSULTANT INSURANCE REQUIREMENTS

- 7.01 Consultant shall furnish certificates of insurance to County evidencing compliance with the insurance requirements hereof. Certificates shall indicate name of Consultant, name of insurance company, policy number, term of coverage and limits of coverage. Consultant shall cause its insurance companies to provide County with at least 30 days prior written notice of any reduction in the limit of liability by endorsement of the policy, cancellation or non-renewal of the insurance coverage required under this Agreement. Consultant 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 following types and minimum limits:
 - A. Workers Compensation in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed.
 - B. 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.
 - C. Business Automobile Liability insurance with a combined Bodily Injury/Property Damage limit of not less than \$100,000 each accident and \$300,000 in the annual aggregate. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.

- D. Professional Liability insurance with limits not less than \$1,000,000.
 - E. 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.
- 7.02 The policies specified in Section 7.01(A-C, & E) shall name Fort Bend County as an additional insured. Furthermore, the Workers' Compensation and Liability Insurance carriers shall grant a waiver of subrogation in Fort Bend County's favor.
 - 7.03 If required coverage is written on a claims-made basis, Consultant warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this Agreement and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time the work under this Agreement is completed.
 - 7.04 Consultant shall not commence any portion of the work under this Agreement until it has obtained the insurance required herein and certificates of such insurance have been filed with and approved by Fort Bend County.
 - 7.05 Approval of the insurance by County shall not relieve or decrease the liability of the Consultant.

SECTION VIII INDEMNIFICATION

- 8.01 CONSULTANT SHALL INDEMNIFY, DEFEND AND HOLD COUNTY HARMLESS FROM EACH AND EVERY CLAIM, DEMAND, SUIT, ACTION, PROCEEDING, LIEN OR JUDGMENT CAUSED BY OR ARISING OUT OF, DIRECTLY OR INDIRECTLY, OR IN CONNECTION WITH THE NEGLIGENT ACTS AND OMISSIONS OF CONSULTANT PURSUANT TO THIS AGREEMENT.
- 8.02 Consultant shall timely report all such matters to 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 County with a written report on each such matter covered by this paragraph and by Section 8.03 below, 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 County required by Consultant in the defense of each matter.
- 8.03 County shall timely forward to Consultant copies of any and all claims, demands, suits, actions, proceedings or judgments which it may receive and which it may contend is covered by this section. Thereafter, County shall fully cooperate with Consultant in its defense of each such matter.
- 8.04 Consultant's duty to defend indemnify and hold County harmless shall be absolute. It shall not abate or end by reason of the expiration or termination of this Agreement unless otherwise agreed by County in writing. The provisions of this section shall survive the termination of the Agreement and shall remain in full force and effect with respect to all such matters no matter when they arise within the statute of limitations
- 8.05 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 negligent acts or omissions of Consultant, Consultant 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 negligent acts and omissions of Consultant are not at issue in the matter. In such event, County shall promptly reimburse Consultant for its costs of defense.

- 8.06 In the event that any such matter being so defended by Consultant also involves any claim of negligence or wrongful action by County, County shall have the obligation to participate in the defense of the matter through separate counsel.
- 8.07 Consultant shall have full authority to resolve all matters being defended by it providing such settlement(s) shall not involve any findings adverse to County and shall not involve or require any payments or contributions by County.
- 8.08 In the event of any final judicial determination or award of any matter covered by this section, County shall be responsible to third parties, pro rata, for any negligence determined to have been caused by County.
- 8.09 Consultant's indemnification shall cover, and Consultant shall indemnify County, in the manner provided for and to the extent described above, in the event County is found to have been negligent for having selected Consultant to perform the work described in this Agreement.
- 8.10 Consultant's liability under this Agreement shall be limited to Consultant's maximum Professional Liability Insurance limits.
- 8.11 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 Consultant providing such insurance.

SECTION IX DISPUTE RESOLUTION

- 9.01 In the event of a dispute related to the breach of this Agreement that cannot be settled through negotiation, County and Consultant agree to submit the dispute to mediation.
- 9.02 In the event County or Consultant desire to mediate any dispute, that party shall notify the other party in writing of the dispute desired to be mediated. If the parties are unable to resolve their differences within 10 calendar days of the receipt of such notice, such dispute shall be submitted for mediation.
- 9.03 All expenses associated with mediation shall be shared 50 percent (50%) by each party.
- 9.04 The requirement to seek mediation shall be a condition required before filing an action at law or in equity.

SECTION X NOTICE

- 10.01 Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to County or Consultant at the addresses set forth below.
- 10.02 If mailed, any notice or communication shall be deemed to be received three days after the date of deposit in the United States Mail.
- 10.03 Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:

A. If to Consultant:

TechKnowledge Consulting Corporation
6575 West South Loop, Suite 110
Bellaire, Texas 77401
Attn: David Jacobs, President

B. If to County notice must be sent to the County Information Technology Department Project Manager:

Connie Heinecke
Fort Bend County IT Projects Manager
500 Liberty, Suite 212
Richmond, Texas 77469
281-341-4526 – fax

With a copy to:

Honorable Robert E. Hebert
County Judge
301 Jackson, Suite 719
Richmond, Texas 77469

- 10.04 Either party may designate a different address by giving the other party ten (10) days written notice.

SECTION XI REPORTS OF ACCIDENTS

- 11.01 Within 24 hours after the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of Consultant), Consultant shall send a written report of such accident or other event or County, setting forth a full and concise statement of the facts pertaining thereto.
- 11.02 Consultant shall also immediately send County a copy of any summons, subpoena, notice, other documents served upon Consultant, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from Consultant's performance of work under this Agreement.

SECTION XII CONSULTANT'S REPRESENTATIONS AND WARRANTIES

- 12.01 Consultant will perform all services in accordance with the highest professional standards in the industry, and will use its best efforts, skill, judgment, and abilities to provide the products and/or perform the services set forth in this Agreement.
- 12.02 Consultant represents and warrants that all products and/or services it provides under this Agreement will be accurate and free from any material errors such that the products and services will meet the specifications contained in the Agreement and Attachment A.
- 12.03 Consultant represents and warrants that it will, at its own cost, correct any defects in products or services it provides under the Agreement as soon as is practical after

Consultant becomes aware of such effects or is notified of such defects. If Consultant neglects to make good such defects within a reasonable time after receiving notice requesting such remedial work, then County will be entitled to make good such defective products or services at the expense of Consultant. This commitment by Consultant is in addition to, and not in substitution for, any other remedy for defective products or services that County may have at law or in equity.

- 12.04 Consultant will call to County's attention all information in any computations, models, data, information, requirements, procedures, and all other documentation and materials supplied to Consultant which it regards in its opinion as unsuitable, improper or inaccurate in connection with the purposes for which such documentation or material is furnished. Nothing will excuse or detract from Consultant's responsibilities or obligations under this Agreement in a case where such documentation or material is furnished, unless Consultant advises County in writing that, in its opinion, such documentation or material and any requests made therein for action are unsuitable, improper, or inaccurate, and County confirms in writing that it wishes Consultant to proceed in accordance with the documentation and material as originally provided.
- 12.05 Consultant will use adequate numbers of qualified individuals with suitable training, education, experience and skill to perform the services.
- 12.06 Consultant will use its best efforts to use efficiently all resources or services necessary to provide the services that are required under this Agreement.
- 12.07 Consultant will use its best efforts to perform the services in the most cost-effective manner consistent with the required level of quality and performance.
- 12.08 Consultant will perform the services in a manner that does not infringe the proprietary rights of any third party.
- 12.09 Consultant will perform the services in a manner that complies with all applicable laws and regulations.
- 12.10 Consultant has duly authorized the execution, delivery and performance of this Agreement.
- 12.11 Consultant has not provided any gifts, payments or other inducements to any officer, employee or agent of County.
- 12.12 Consultant will use its best efforts to ensure that no viruses or similar items are coded or introduced into the systems used to provide the services.
- 12.13 Consultant will not insert or activate any disabling code into the systems used to provide the services without the County's express prior written approval.
- 12.14 Consultant shall require its sub-contractor(s), if any, to make the same representations and warranties as contained in this Agreement.

SECTION XIII LIMIT OF APPROPRIATION

- 13.01 Prior to the execution of this Agreement, Consultant has been advised by County, and County clearly understands and agrees, such understanding and agreement being of the absolute essence to this Agreement, that County shall have available the total maximum sum of \$86,760.00, including reimbursable expenses, if any, specifically allocated to fully discharge any and all liabilities which may be incurred by County for services provided under Phase I of Attachment A.

- 13.02 Consultant does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Consultant may become entitled to hereunder and the total maximum sum that County shall become liable to pay to Consultant hereunder shall not under any conditions, circumstances or interpretations thereof exceed the sum of \$86,760.00 for services allocated to Phase I of Attachment A.

SECTION XIV SUCCESSORS AND ASSIGNS

- 14.01 County and Consultant bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement.
- 14.02 Neither County nor Consultant shall assign, sublet or transfer its interest in this Agreement without the prior written consent of the other.

SECTION XV SUCCESSORS AND ASSIGNS

- 15.01 Consultant 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 designated as confidential by County obtained by Consultant or its employees or agents 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 Consultant 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 Consultant) publicly known or is contained in a publicly available document; (b) is furnished by County to others without restrictions similar to those imposed by this Agreement; (c) is rightfully in Consultant's possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; or (d) is independently developed by employees or agents of Consultant who can be shown to have had no access to the Confidential Information.
- 15.02 Consultant agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Consultant 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. Consultant 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, Consultant shall advise County immediately in the event Consultant 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 Consultant will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or Consultant against any such person. Consultant agrees that, except as directed by County, Consultant 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, Consultant will turn over to County all documents, papers, and other matter in Consultant's possession which embody Confidential Information.

- 15.03 Consultant 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. Consultant 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.
- 15.04 Consultant in providing all services hereunder agrees to abide by the provisions of any applicable federal or state data privacy act.

SECTION XVI PUBLIC CONTACT

- 16.01 Contact with any media outlet, citizens of Fort Bend County or governmental agencies shall be the sole responsibility of County.
- 16.02 Under no circumstances, whatsoever, shall Consultant release any material or information developed or received from County in the performance of its services hereunder without the express written permission of County, except where required to do so by law.

SECTION XVII MODIFICATIONS

This instrument and Attachment A contains the entire Agreement between the parties relating to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent written modification signed by both parties hereto.

SECTION XVIII MISCELLANEOUS

- 18.01 By entering into this Agreement, the parties do not intend to create any obligations, express or implied, other than those specifically set out in this Agreement.
- 18.02 Nothing contained in this Agreement shall create any rights or obligations in any party who is not a signatory to this Agreement.
- 18.03 Consultant agrees and understands that: by law, the Fort Bend County Attorney's Office may only advise or approve agreements or legal documents on behalf of its clients; the Fort Bend County Attorney's Office may not advise or approve an agreement or other

legal document on behalf of any other party not its client; the Fort Bend County Attorney's Office has reviewed this document solely from the legal perspective of its client; the approval of this document by the Fort Bend County Attorneys Office was offered solely to benefit its client; Consultant and other parties should not rely on this approval and should seek review and approval by their own respective legal counsel.

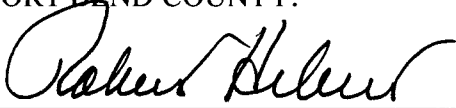
- 18.04 The captions of subtitle of the several sections and divisions of this Agreement constitute no part of the content hereof, but are only labels to assist in locating and reading the provisions hereof.
- 18.05 This Agreement shall be governed and construed in accordance with the laws of the State of Texas. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all disputes arising hereunder and waive the right to sue or be sued elsewhere.
- 18.06 Consultant 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, Consultant shall furnish the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

SECTION XIX
EXECUTION

This Agreement shall not become effective until executed by County.

FORT BEND COUNTY:



Robert E. Hebert, County Judge

7-6-2010

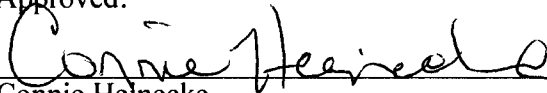
Date

Attest:



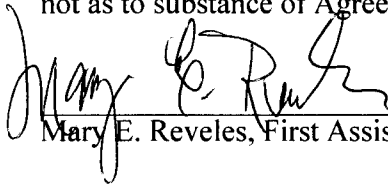
Dianne Wilson, County Clerk

Approved:



Connie Helnecke,
County Information Technology Department Projects Manager

Approved as to legal form only,
not as to substance of Agreement or Attachments:



Mary E. Reveles, First Assistant County Attorney

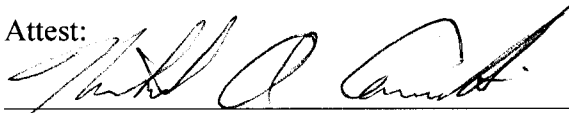
CONSULTANT: TECHKNOWLEDGE CONSULTING CORPORATION



2 JULY 2010

Date

Attest:



MER:TechKnowledge.PSA.Voice & Telecomm Study.3926

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$86,760.00 to accomplish and pay the obligation of the Fort Bend County under this Agreement.


Ed Sturdivant, Fort Bend County Auditor

Attachment A: Consultant's Proposal dated June 30, 2010

Attachment A

A TECHNOLOGY CONSULTING PROPOSAL

for



Prepared by:



June 30, 2010

TABLE OF CONTENTS

EXECUTIVE SUMMARY	1
EXPERIENCE	2
METHODOLOGY	5
SCOPE OF WORK:	
PHASE I: TECHNOLOGY AUDIT SM	7
PHASE II: DETAILED DESIGN, ACQUISITION AND SELECTION	15
PHASE III: PRECISION PROJECT MANAGEMENT [®]	22
PROJECT TEAM	28
PROFESSIONAL FEES	30
SUMMARY	32

EXECUTIVE SUMMARY

On behalf of the entire TechKnowledge team, we thank you for the opportunity to present this proposal to Fort Bend County for technology consulting services. We appreciate your input during our latest meeting, and we would welcome an opportunity to serve Fort Bend County.

It is often tempting to consider a change in technology when only a specific item requires replacement or updates. In our experience, there are many inter-dependencies, and a single technology change often has unanticipated impact in other areas. Therefore, it is necessary to evaluate the *total* environment in order to identify the optimal solution which may affect other technology, establish procedures, understand the impact on staffing, and chart a course for a logical transition.

TechKnowledge is prepared to assist in conducting an assessment for Fort Bend County resulting in an overall voice and telecommunications technology plan. We suggest using our time-tested approach which we call a Technology AuditSM. This comprehensive review is intended to assess the current environment, consider long-term technology trends and identify both procedural and technology options. The outcome of this effort will be a road map for Fort Bend County to use as a framework for required changes. This "roadmap" can then be implemented by Fort Bend County's IT staff, or with TechKnowledge's support, as needed.

TechKnowledge suggests Fort Bend County consider our support in three key areas:

- ✓ **Phase I – Perform a Technology AuditSM**
- ✓ **Phase II - As warranted, design and acquire the necessary Voice and Data upgrades**
- ✓ **Phase III - Using our proven Precision Project Management[®] approach, provide project leadership to ensure on-time completion, within the project budget.**

The following pages detail our experience, introduces our team, outlines our approach and presents a Scope of Work for all of these services. With the information currently available, it is difficult to forecast the services that may ultimately be required after the initial Technology AuditSM. Probable tasks are illustrated here, and upon completion of Technology AuditSM we can then determine what, if any, additional services are appropriate.

We look forward to serving Fort Bend County and thank you for your thoughtful review of this proposal.

Confidential & Proprietary

1

TECHKNOWLEDGE
CONSULTING CORPORATION

EXPERIENCE

The TechKnowledge team has conducted dozens of engagements that presented similar challenges. Our team understands the mission-critical functions of government offices, as well as the systems and services that support those operations. The following project descriptions illustrate the experience of the TechKnowledge team:

	Cable Infrastructure Voice systems Data systems A/V systems	
	Strategic / Facility Planning Wireless Networking VoIP Design and Acquisition Outside Plant Design Structured Cabling Design Peripheral Airport Systems Precision Project Management [®]	
	17 New Building Bond Project Technology Assessment Technology Standards Cabling Infrastructure Audio Visual Design Acquisition Services Precision Project Management [®]	

Confidential & Proprietary

2

TECHKNOWLEDGE
CONSULTING CORPORATION

	Strategic Technology Planning Infrastructure & Cable Design LAN/WAN Design Data Center Design Voice System Design 911 Relocation Acquisition & Selection Migration Planning Precision Project Management®	
	Data Center Relocation and Design Telco Services Coordination Cabling Design and Acquisition Precision Project Management®	
	Technology Planning Infrastructure & Cable Design LAN/WAN Design Data Center Design Precision Project Management®	
	Cable Infrastructure Data Center Design Precision Project Management®	

Confidential & Proprietary

3

TECHKNOWLEDGE
CONSULTING CORPORATION

	Technology Master Planning Facility Planning Infrastructure Design Audio / Visual Design Data Center Design LAN/ WAN Design Migration Planning Precision Project Management®	
	Voice Systems Technology AuditSM LAN/WAN Design Structured Cabling Design Evaluation & Selection Precision Project Management®	
	Strategic & Facility Planning Migration Planning LAN/WAN Design Cable Infrastructure Design Data Center Design Precision Project Management®	
	Facility Planning Strategic Planning Voice Systems Design LAN/ WAN Design Cable & Infrastructure Design Data Center Design Precision Project Management®	

Confidential & Proprietary

4

TECHKNOWLEDGE
CONSULTING CORPORATION

METHODOLOGY

TechKnowledge recommends a Three-Phase approach to the Fort Bend County project. We have, therefore, structured our proposal in three phases beginning with the development of an overall Master Plan, Schedule, and Budget. Although it is difficult to know which of these services may ultimately become necessary, we have presented a work plan which illustrates the key tasks associated with a typical Technology Implementation Plan. The phases we propose are:



This work plan is based on the following assumptions.

1. Fort Bend County has numerous projects involving new buildings, renovations and relocations posing multiple technology challenges.
2. Fort Bend County faces several issues with the current telecommunications systems, including capacity restraints, outdated versions of software, and end-of-life equipment.
3. There is an Integrated Voice Response server (IVR) utilized for a variety of needs, including employee time-keeping, Health and Human Services appointments, and a variety of other voice menus. The system has both inbound and outbound calling capabilities. Although Fort Bend County does have as-built documentation, there is a need to consider the optimal deployment of IVR services going forward.
4. Due to the physical size of the County, there are 4 or 5 different telephone operating companies providing service to Fort Bend County, which leads to long distance issues for calls within the county. An optimized call routing plan is required.

5

Confidential & Proprietary

TECHKNOWLEDGE
CONSULTING CORPORATION

5. In the past there were multiple stake holders making technology decisions for each individual agency, and few standards existed for implementation across the County. This results in inefficiencies and increased costs for both equipment and ongoing maintenance. Fort Bend County desires an overall voice and telecommunications technology plan to serve as a framework for future decisions.
6. Fort Bend County has written and published technology standards that need to be communicated and adopted by all entities within the County, and refreshed as warranted, as part of this study.
7. TechKnowledge assumes Fort Bend County will provide accurate equipment inventories, circuit information, and current network diagrams. A physical inventory of each location will not be required.

6

Confidential & Proprietary

TECHKNOWLEDGE
CONSULTING CORPORATION

PHASE I: TECHNOLOGY AUDITSM

ENGAGEMENT OBJECTIVES:

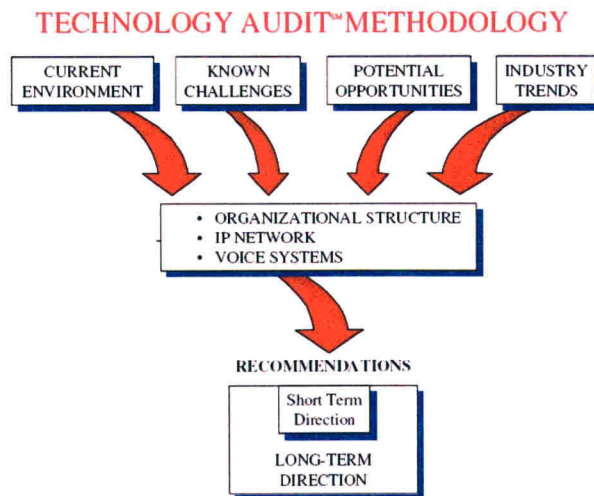
1. To understand the current technology in place in Fort Bend County.
2. To prepare an assessment of :
 - a) Current Voice and Telecommunications Technology
 - b) Policy & Procedures
 - c) IT Staffing
 - d) Organizational Structure
3. To understand Fort Bend County's short-term and long-term technology plans and initiatives, with a focus on integrating these with plans for both the existing and new facilities while maximizing short-term technology investments.
4. To prepare and conduct an Emerging Technologies presentation to acquaint Fort Bend County's IT team with the full array of voice and data telecommunications systems currently on the market, as well as those planned for the future.
5. To host a Design Workshop session to present findings, conclusions, and alternatives.
6. To prepare and present a Master Voice and Telecommunications Technology Plan for Fort Bend County.

Confidential & Proprietary

7

TECHKNOWLEDGE
CONSULTING CORPORATION

TechKnowledge recommends a proven methodology called a Technology AuditSM. Our systematic approach is illustrated below:



Confidential & Proprietary

8

TECHKNOWLEDGE
CONSULTING CORPORATION

To achieve the engagement objectives, the TechKnowledge team will complete the following tasks:

1. Interview Fort Bend County Personnel

- TechKnowledge will meet with key members of Fort Bend County's technology staff to understand existing technology assets, topology, standards, procedures, staffing, any known challenges, and any immediate requirements. TechKnowledge will comment on any immediate requirements and potential issues which may need to be addressed prior to a completed Technology AuditSM.
- Interview a limited number of Fort Bend County personnel, including the County Judge and Commissioners, IT staff and other key personnel to determine long-term needs for technology. TechKnowledge along with FBC IT will make recommendations based on County Function/Title as to who should be interviewed with IT representation at all meetings.
- TechKnowledge has allocated 64 man hours for department/office interviews during this Phase.

2. Conduct a document review, collecting and summarizing relevant reports, statistical data, and existing documentation available through Fort Bend County.

- Understand the flow of information and telephone calls within the County.
- Understand the connectivity between County locations for voice, data and video.
- Determine how systems are currently utilized in each environment. During this task, the TechKnowledge team will focus on the overall voice and data communications environment while considering opportunities for changes or improvements.
- Review consultant's findings / recommendations report on technology for the new County Justice Center.
- TechKnowledge has allocated 48 man hours for document review during this Phase.

3. Prepare and present an Emerging Technologies update.

- Review potential technology alternatives, ranging from world class deployment to a more modest approach.
- Comment on trends in public sector technology, identifying strategic decisions to be made as part of this assignment.
- TechKnowledge has allocated 24 man hours for presentation of Emerging Technologies during this Phase.

Confidential & Proprietary

9

TECHKNOWLEDGE
CONSULTING CORPORATION

4. Evaluate existing assets, considering suitability for long-term use.

- Conduct an inspection of the existing equipment rooms, voice communications systems, and information networks. This familiarization is not intended to be a physical inventory. TechKnowledge will endeavor to quickly understand Fort Bend County's technology environment.
- Review existing Voice and Data communication systems. TechKnowledge will review configurations and topologies of computers, PBXs, LAN/WAN, VLAN Configuration, In-Building Wireless deployment, interface to local carriers, cabling, and all other communications systems.
- Summarize end users' perception of telecommunications and information systems as separate functions and identify opportunities for improvement in all areas.
- TechKnowledge has allocated 40 man hours for evaluating existing assets during this Phase.

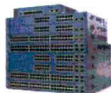


5. Interview key Department/Office personnel and determine requirements for expanded use of IVR system.

- Review existing IVR system for current functionality as well as integration capabilities into any new technologies implemented by The County.
- TechKnowledge has allocated 48 man hours for the IVR review and recommendations.

6. Review Fort Bend County's Local and Wide Area Network electronics and evaluate connectivity.

- Review Fort Bend County's documentation concerning existing LAN/WAN connections while considering the nature of the communications, the facility currently being utilized, reliability, and cost of the existing network.



- Analyze county-provided cost summaries noting the number, nature, and cost of various telecommunications circuits throughout the County.
- Together with Fort Bend County's technology staff, consider the current configuration of the LAN/WAN connectivity, cost, and performance of network electronics, including network switches, routers, servers, and network management systems.
- TechKnowledge has allocated 32 man hours for LAN/WAN review during this Phase.

Confidential & Proprietary

10

TECHKNOWLEDGE
CONSULTING CORPORATION

7. Conduct Focused, Diagnostic Data Gathering, if necessary.

- TechKnowledge will arrange for additional data gathering using tools such as sniffers and probes to explore network bandwidth. Potential traffic data could include:

- ▶ Average traffic per site
- ▶ Peak traffic per site
- ▶ Overall bandwidth utilization
- ▶ Nature of traffic (by protocol), if available
- ▶ Internet usage, by site



- In many network engineering assignments, it is rarely necessary to establish detailed, packet-by-packet traffic reports for the *entire* network. TechKnowledge suggests completing the topology review prior to more detailed data gathering. Once complete we will determine the type and quantity of tests warranted.
- Please note: Detailed data collection would be conducted by a third party and billed at cost, and we suggest budgeting \$15,000 for testing.

8. Determine Fort Bend County's requirements for technology.

- In concert with Fort Bend County's technology staff, translate needs identified into specific functional requirements. TechKnowledge will consider input from user interviews, trends in technology, and the input received from the interviews as well as the results from the diagnostic data gathering procedure. These technologies include:
 - ▶ Voice systems, voice messaging, IVR and other peripheral systems necessary to support voice communications.
 - ▶ Universal communications cabling to support all foreseeable voice, data, and video requirements.
 - ▶ Data communication networks, including LAN/WAN implementation, Mid-Level VLAN Configuration recommendation, In-Building Wireless solution, Internet access, and necessary interim data circuits. TechKnowledge has allocated 32 man hours for requirements during this Phase.

Confidential & Proprietary

11

TECHKNOWLEDGE
CONSULTING CORPORATION

9. Determine Technology Policy and Procedures

- Review and update (if required) the current documented technology standards.
- Develop a technology procedural plan to be used in the event of:
 - ▶ Large Scale Projects – Define large scale projects and associated procedures to follow such as:
 - New Construction that is in the planning and budgeting stage
 - Relocations that are in the planning and budgeting stage
 - Renovations that are in the planning and budgeting stage
 - ▶ Small Scale Projects - Define small scale projects and associated procedures to follow for each project.
- Identify Fort Bend County's technology staff and other teams' participation in planning for these detailed relocation and implementation activities. TechKnowledge has allocated 24 man hours for requirements during this Phase.

10. Conduct a technology risk assessment.

- Identify technology components and address current environment as one of the following:
 - ▶ **Well Positioned** - This item is fulfilling its intended purpose, and will likely continue to do so for 36 to 48 months.
 - ▶ **Adequate** – This item is fulfilling its intended purpose and will likely do so for the next 12 -18 months.
 - ▶ **Inadequate** – This item is not fulfilling its intended purpose and prompt (time frame to be designated for each item) action is required.
- Evaluate and report on the merits, limitations, and risks associated with each technology.
- TechKnowledge will identify the components where we believe we can make a significant impact on further assisting Fort Bend County in Detailed Design and Project Management. We will also identify the components where TechKnowledge believes Fort Bend County can develop and manage the designs internally.
- TechKnowledge has allocated 24 man hours for the Risk Assessment during this Phase.

Confidential & Proprietary

12

TECHKNOWLEDGE
CONSULTING CORPORATION

11. **Conduct a Design Workshop presentation with members of the Fort Bend County project team.**

- TechKnowledge will prepare a presentation of our findings, recommendations, and conclusions for Fort Bend County, and present this information in a round-table session called a Design Workshop.
- Host a half day workshop session to present our findings and conclusions. During this workshop we will present our assessment of every technology, the alternatives in each area, and our recommendations for a specific course of action. During the discussion, we will seek Fort Bend County's input to build a consensus regarding functional requirements.
- Utilize TechKnowledge's recommendations along with the information decided upon and gained in the Design Workshop to prepare a summary of key findings and present a Technology Audit Findings Report and Plan to Fort Bend County Commissioner's Court.
- TechKnowledge has allocated 24 man hours for workshop and presentation during this Phase

Confidential & Proprietary

13

TECHKNOWLEDGE
CONSULTING CORPORATION

TECHNOLOGY AUDITSM DELIVERABLES:

To accomplish Phase I Engagement Objectives, the TechKnowledge team will provide the following deliverables:

1. Identify and evaluate on the technology currently being utilized by Fort Bend County.
2. Identify and evaluate on the current effects of this technology on the County's user community.
3. Assessment of the technology standards, policies and procedures.
4. Recommendation on implementing the technology standards, policies and procedures across all County Department/Offices.
5. Emerging Technology presentation.
6. Functional requirements for Voice Communication, Data Systems and networks, focusing on key needs.
7. Design Review Workshop (see above for overview of the design workshop).
8. Final Technology Audit Report and Plan to include current and recommended network diagrams in PDF format and that at a minimum will include:
 - a. Findings – including interviews
 - b. "State of the Technology" Assessment where Fort Bend County is currently
 - i. Technology
 - ii. Policy and procedures
 - iii. IT Staffing
 - iv. Organizational Structure
 - c. Best Practices
 - d. Recommendations
 - e. A detailed road-map for Fort Bend County to use as a framework for future changes.

Confidential & Proprietary

14

TECHKNOWLEDGE
CONSULTING CORPORATION

PHASE II: DETAILED DESIGN, PROCUREMENT, EVALUATION AND SELECTION

Please note: While it is difficult to project which assets may need to be acquired, some changes will very likely become necessary. This Phase II work plan illustrates potential tasks to be completed and will be refined based upon the outcome of the Technology AuditSM process.

OBJECTIVES:

1. To expand on the results of the Technology AuditSM by developing a Detailed Design for voice (telephone system, voice messaging/unified communications and IVR) technologies, in-building wireless solutions, LAN/WAN electronics and Network Bandwidth. Exact quantity and type of equipment and support services will be specified.
2. To document the design in a Request for Proposal or Scope of Work format suitable for competitive procurement. We are prepared to develop a Request for Proposal (RFP) or Scope of Work document for upgrade/replacement of the voice technologies, acquisition of standardized in-building wireless solutions, acquisition of data network equipment, and acquisition of voice/data network (Bandwidth) requirements, as appropriate.
3. To identify qualified vendors and contractors for each item.
4. To carefully review and analyze vendor proposals presented in response to Request for Proposal(s) or Scope of Work(s).
5. To prepare and present recommendations for a specific course of action with the selected vendor.
6. To assist Fort Bend County's legal counsel in negotiating a final agreement with the selected vendor.

15

Confidential & Proprietary

TECHKNOWLEDGE
CONSULTING CORPORATION

To achieve these objectives, the TechKnowledge team will complete the following tasks:

1. **Prepare a detailed design for all systems presented in the Design Workshop.**
 - Based upon the solutions presented in the Design Workshop, develop detailed configurations necessary for Voice Technology Solutions, In-building wireless Solution, Data Network and Voice/Data Network (Bandwidth) Solution. These will include:
 - ▶ Exact size and configuration of components.
 - ▶ Quantities of equipment.
 - ▶ Particulars of installation.
 - Once prepared, review configurations and detailed design with appropriate team members for final approval.
2. **Prepare a custom acquisition contract for Fort Bend County.**
 - TechKnowledge recommends our clients avoid signing a vendor's standard contract. Rather, we suggest Fort Bend County utilize our custom Agreement. Essentially our "lessons learned," the TechKnowledge Agreement provides protections during the installation process, attempts to fix the costs of maintenance, moves, and additions, and includes specific performance commitments. This Agreement will be submitted to Fort Bend County's legal counsel for immediate review.
3. **Prepare RFP(s) or Scope(s) of Work, as appropriate.**
 - A well-prepared RFP(s) will provide Fort Bend County with the cost advantages of competitive procurement while minimizing the time required by Fort Bend County personnel. The terms of the RFP(s) will protect Fort Bend County for the life of the investment. The RFP(s) will include:
 - ▶ Description of existing systems, project background, goals, and objectives.
 - ▶ Administrative requirements including response format, due date, place and person to whom responses should be addressed, Bidders' Conference, timing, and evaluation criteria.

16

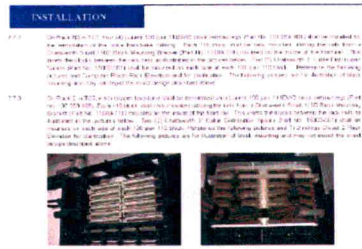
Confidential & Proprietary

TECHKNOWLEDGE
CONSULTING CORPORATION

- ▶ Technical requirements including hardware, site preparation, safety factors including environmental working conditions, implementation, system testing and acceptance, product reliability, and performance requirements.
 - ▶ If necessary, business requirements including cost summaries for telecommunications equipment and peripherals, applications software modules, maintenance, training, upgrades and expansions, financing options, vendor information, and legal and insurance requirements.
- Draft three (3) Request for Proposal packages for the acquisition of:
 - ✓ Voice Technologies (Telephone System, Voice Messaging/Unified Communication System and IVR System)
 - ✓ LAN / WAN including In-building wireless Solution
 - ✓ Network (voice and data) Bandwidth
 - Review the draft RFP(s) with Fort Bend County's appropriate personnel and make a single modification to each draft.

4. Identify vendors.

- TechKnowledge will prepare a list of vendors for review by Fort Bend County, concurrent with preparation of the RFP(s). We will draw upon our market knowledge to recommend specific firms that are known to have the experience, resources, and products required for an undertaking of this magnitude.



Confidential & Proprietary

17

TECHKNOWLEDGE
CONSULTING CORPORATION

5. RFP Assistance

- Attend pre-proposal conference to provide technical assistance to county staff. The Bidders Conference is also an opportunity for vendors to conduct a site inspection to accurately propose a solution.
- Allocate an appropriate interval for vendors to prepare responses.
- Provide technical assistance to county staff pertaining to vendor questions.

6. Prepare detailed migration plan for all assets to be relocated, reconfigured, or retired.

- Expand upon the results of the Design Workshop conducted in Phase I, providing details regarding specific components, necessary reconfigurations or additions, timing, and parties involved.
- Review the Migration Plan first with Fort Bend County, then with the project team, and finally with any key vendors who will play an important role.
- Make one revision to the Plan to incorporate the input of others and present a written Migration Plan to Fort Bend County.

7. Develop evaluation criteria for each technology.

- Define evaluation criteria for:
 - ▶ Hardware and component products.
 - ▶ Support, maintenance, and documentation.
 - ▶ Vendor experience and references.
- Review evaluation criteria with Fort Bend County project manager.

Confidential & Proprietary

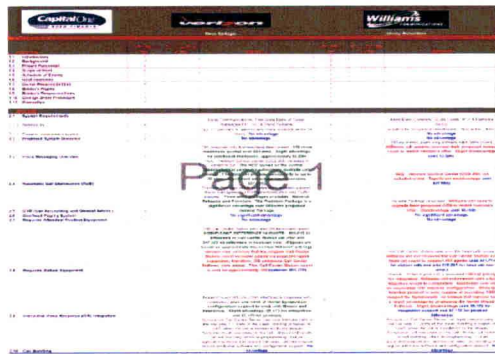
18

TECHKNOWLEDGE
CONSULTING CORPORATION

8. Evaluate proposals against the criteria.

- Assist County in evaluating RFP responses and prepare a "First Read" report summarizing proposals.
- Assist County, as necessary, to clarify proposals with vendors.
- Assist County in establishing final vendor costs for the recommended approach to include:

- | | |
|----------------------------------|---------------------------------|
| ▶ Equipment | ▶ Site preparation |
| ▶ Physical space requirements | ▶ Environmental requirements |
| ▶ Installation labor | ▶ Maintenance labor |
| ▶ Cable and conduit requirements | ▶ Physical and personnel safety |
| ▶ Spare parts inventories | ▶ Warranty cost |
| ▶ Warehousing (inventory) | ▶ Insurance |
| ▶ Test equipment and tools | ▶ Administration |



Confidential & Proprietary

19

TECHKNOWLEDGE
CONSULTING CORPORATION

9. Assist in contract negotiations.

- In light of our extensive market knowledge and experience in negotiating technology contracts, the TechKnowledge team will support and assist Fort Bend County during contract negotiations. TechKnowledge's support typically results in significant savings and contractual concessions.
- Our involvement does not include legal representation. Fort Bend County's legal counsel should review the terms and conditions of the contracts prior to execution. TechKnowledge will prepare the following issues for the legal department's consideration:
 - ☑ Maintenance guarantees and warranties.
 - ☑ Payment terms and conditions.
 - ☑ Alternate wording for clauses that might create conflicts.
 - ☑ Unit pricing and installation terms.
 - ☑ Procedures for resolving billing disputes and repair problems.

Confidential & Proprietary

20

TECHKNOWLEDGE
CONSULTING CORPORATION

PHASE II DELIVERABLES:

1. Project planning and progress documentation including:
 - ▶ Detailed schedule of events
 - ▶ Updated implementation and migration plan
2. Detailed design, as necessary, for systems including:
 - ▶ Voice Technologies including: Telephone System, Voice Messaging / Unified Communications and IVR
 - ▶ Local and Wide Area Network Electronics including In-building wireless
 - ▶ Network Bandwidth
3. Request for Proposal packages, as needed, for Technology Acquisitions.
4. Scope of Work documents, as necessary, for other systems, such as in-building wireless networks.
5. Recommended list of pre-qualified vendors.
6. Detailed migration plan for:
 - ▶ Voice Technology Solutions
 - ▶ Network Services (Bandwidth)
 - ▶ Local and Wide Area Network Components including In-building wireless Solution
7. A report highlighting the proposals received the advantages and disadvantages of each, and a course of action recommended by TechKnowledge.
8. As necessary, supporting documentation to assist Fort Bend County in finalizing an agreement with the selected vendor in each area.

Confidential & Proprietary

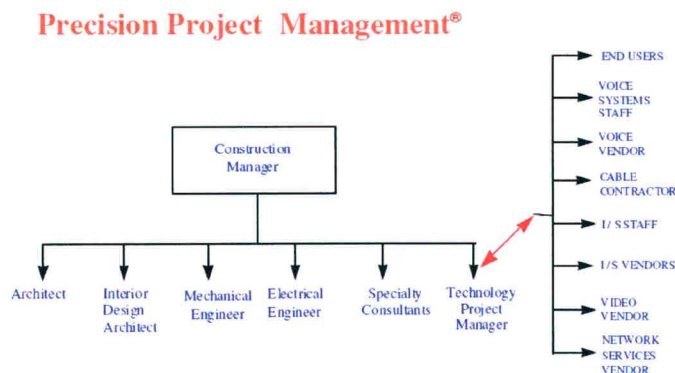
21

TECHKNOWLEDGE
CONSULTING CORPORATION

PHASE III: PRECISION PROJECT MANAGEMENT®

The objective of every project manager is to ensure the project is transitioned smoothly and completed on time and within budget. Few project teams today enjoy the track record as that of the TechKnowledge team. TechKnowledge is prepared to provide our time-tested Precision Project Management® services for Fort Bend County, designating a project manager who will coordinate the necessary transition items and facilitate communication between each team member.

TechKnowledge emphasizes a collaborative approach to projects, acting as a "player-coach", combining Fort Bend County's unique knowledge of their environment with our expertise in computing, communications and large scale project deployment. In addition, the vast majority of our engagements involve new construction or facilities expansion. As a result, our team is skilled in coordinating the deployment of technology with construction professionals when a new building, expansion or renovations is involved. Our approach is depicted below:



Confidential & Proprietary

22

TECHKNOWLEDGE
CONSULTING CORPORATION

During our years of experience, we have found a number of items essential to successfully manage the completion of a project:

1. **Clearly Define the Requirements** - First, we clearly define expectations in the RFP and construct contractual incentives to perform as specified. Our RFP documents include detailed descriptions of products, installation requirements, detailed schedules and drawings, as well as digital pictures of the desired outcome. Armed with that level of detail, contractors know exactly what we expect.
2. **Foster Communication and Coordination of Work** - The second element of our project management is the periodic status meeting. Typically conducted at the project site, these meetings help identify and resolve problems, clearly define responsibilities and commitment dates, and ensure on-time performance. The minutes of the meeting provide a summary of the project status. Please note, these meetings are in addition to the normal design team meetings.
3. **Frequent Unannounced Inspection of Work in Progress** - Inspection of work in progress is the third element of the TechKnowledge project management methodology. There is no substitute for frequent inspections to anticipate and resolve errors **before** they impact the project. TechKnowledge inspections will include, but are not limited to:
 - ✓ Reviewing environmental conditions
 - ✓ Monitoring system delivery
 - ✓ Monitoring network services installation
 - ✓ Monitoring terminal and telephone station installation
4. **Change Control** - A project of this magnitude will likely involve a number of changes and revisions during the project. Controlling the change order process is essential to manage the potential budget impact. TechKnowledge will be the focal point for all cabling and infrastructure changes, issuing written authorization as necessary during the course of the project. At the conclusion of Fort Bend County's relocation, we will reconcile vendor's final invoices and check against original contract values and any authorized change orders.
5. **Cutover Leadership** - Our Precision Project Management® methodology is designed to bring all the "moving parts" of a technology upgrade together, on time and with precision. This requires the leadership of a single "quarterback" who is versed in all aspects of the project. TechKnowledge Project Managers are skilled in orchestrating all the technology elements of a deployment, and we're prepared to provide overall leadership to Fort Bend County during the cutover weekends.

We're prepared to bring our proven project leadership skills to Fort Bend County, supplementing your staff to lead the implementation of any necessary changes.

Confidential & Proprietary

23

TECHKNOWLEDGE
CONSULTING CORPORATION

ENGAGEMENT OBJECTIVES:

1. To update the migration plan, incorporating any changes in the project and to optimize the configuration of the components selected.
2. To execute the migration plan and ensure a smooth, trouble-free transition.
3. To provide support for migration and installation of all upgraded or new systems for both the existing locations as well as the new locations.
4. To provide a high level of on-site support, identifying and resolving challenges and issues before they impact the project, budget, or end users.

To achieve these objectives, the TechKnowledge team will complete the following tasks:

1. **Review site plans and specifications.**
 - Finalize plans for equipment including the Voice Technology equipment, MDF/IDF closets, terminal or telephone set locations, LAN/WAN components, In-building wireless components and review plans for compliance with vendor specifications.
 - Coordinate efforts to implement county wide Network (Bandwidth) services.
 - Review specifications for compliance to air conditioning, electrical power, floor space, and work space requirements.
 - Update architectural and engineering plans to reflect specific equipment requirements.
2. **Execute migration plan.**
 - Conduct a final plan review with key Fort Bend County management. Update details of the migration plan, incorporating any unique vendor requirements as needed. These amendments will take advantage of specific attributes of the vendors and the products.
 - Confirm that the General Contractor's build-out schedule (on new buildings) is consistent with the migration plan, ensuring timely completion of critical items such as electrical power, UPS, air handlers, etc. Determine if any modifications to existing

Confidential & Proprietary

24

TECHKNOWLEDGE
CONSULTING CORPORATION

buildings are required and insure they are installed before technology implementation.

- Oversee the installation of components and monitor testing.

3. Monitor vendor's compliance to contracted deliverables and milestones.

- Provide Precision Project Management[®] for the installation tasks associated with the relocation. There will be similar tasks required for all systems, including voice technology systems, in-building wireless, LAN/WAN electronics, network services, etc. Typical tasks include:
 - ▶ Conduct Kickoff meeting and establish reporting.
 - ▶ Verify materials prior to installation.
 - ▶ Develop workstation and telephone profiles for users.
 - ▶ Assist in data base preparation.
 - ▶ Provide cabling floor plans to vendor if necessary.
 - ▶ Prepare equipment room space plan.
 - ▶ Monitor equipment room ready status.
 - ▶ Monitor the change order process to ensure control of budget.
 - ▶ Act as liaison to the architectural design team and the general contractor (on new buildings).

4. Conduct periodic project status meetings with all key vendors.

- During our years of experience, we have found three items essential to successful completion of a project. The first is to clearly define expectations in the RFP(s) and construct contractual incentives to perform as specified.
- The second element of the TechKnowledge project management is the periodic status meeting. Typically conducted at the project site, these meetings help identify and resolve problems, clearly define responsibilities and commitment dates, and ensure on time performance. The minutes of the meeting provide an "At-A-Glance" summary of the project status.

Confidential & Proprietary

25

TECHKNOWLEDGE
CONSULTING CORPORATION

5. Conduct unannounced inspection of work in progress.

- Inspection of work in progress is the third element of the TechKnowledge project management methodology. There is no substitute for frequent inspections to anticipate and resolve errors before they impact the project. The TechKnowledge inspection will include:
 - ▶ Review of environmental conditions.
 - ▶ Monitor IVR Deployment
 - ▶ Monitor system delivery.
 - ▶ Monitor network services installation.
 - ▶ Monitor terminal and telephone station installation.

6. Attend and manage the transition during the weekend of cutover.

- The TechKnowledge team will be on site during the weekend cutover at existing locations and also the relocation or new building sites, ensuring trouble free service on the first day of business. The TechKnowledge team will also be on site during the first day of business to assist with any necessary changes. We are prepared to support Fort Bend County during the relocation and have sufficient resources to staff additional phases, if necessary.

7. Conduct acceptance testing.

- Conduct acceptance testing based upon criteria set forth in the RFP(s). TechKnowledge will:
 - ▶ Review vendor test reports.
 - ▶ Conduct additional random testing.
 - ▶ Prepare problem list and work to completion.

8. Reconcile invoices and change orders.

- Review vendor's final invoices and check against original contract values and any authorized Change Orders.

Confidential & Proprietary

26

TECHKNOWLEDGE
CONSULTING CORPORATION

PHASE III DELIVERABLES:

1. Develop implementation timeline for each major project.
2. Periodic project status documents.
3. Change Order documentation, as necessary.
4. Acceptance testing results.
5. "Punch Lists" and resolution dates.
6. Minor revisions to the final design documents that may be required as a result, of certain "vendor-specific" criteria.
7. Review and approval of final vendor invoices.

Confidential & Proprietary

27

TECHKNOWLEDGE
CONSULTING CORPORATION

PROJECT TEAM

TechKnowledge has assembled a team of seasoned professionals to participate in this project for Fort Bend County. Our staff consists of associates with broad backgrounds in technology. The proposed team includes professionals experienced in IP network design, cabling infrastructure, telecommunications, information systems, and project management. As a matter of policy, TechKnowledge assigns a Project Principal to every engagement. The Project Principal is supported by a project manager and appropriate consultants. Additional personnel will be assigned to the project as required. At this time, we anticipate staffing the project with the following personnel:



Mr. Dave Jacobs, Project Executive – *Mr. Jacobs will be the Project Principle for Fort Bend County.* He is the majority shareholder of the firm and manages the firm's operations. Mr. Jacobs will provide overall project guidance and quality control, and maintain clear communications between Fort Bend County and our project team. Mr. Jacobs is a "hands-on" manager with more than 29 years of industry experience. He holds a BBA from Southern Methodist University. He has been consulting for the past eighteen years and served as Project Principal for our most visible engagements, including Calhoun County, Blinn College, Del Mar College and Texas Children's Hospital. Prior to joining TechKnowledge, his career included management assignments at IBM, Rolm, and AT&T.



Mr. Mike Cannetti, Director – *Mr. Cannetti will be the Project Manager for Fort Bend County.* He holds a Bachelor of Science Degree in Industrial Distribution and Engineering Technology from Texas A&M University. He previously held key management positions with WiTel, Ernst and Young, Nortel and Siemens. With 25 years of technology expertise, Mr. Cannetti specializes in telecommunications with an emphasis on VoIP, Unified Communications, and Wireless VoIP. His experience includes large scale assignments for Lone Star College, San Jacinto College, and The State of Texas. Mr. Cannetti served Fort Bend County during the selection of a new telephone system for the jail, and will lead this engagement.



Mr. Tony Vistein, RCDD/CTS, Audio/Visual Consultant – Mr. Vistein holds a BS in e-Business from the University of Phoenix and is currently among a highly regarded group of Information Technology professionals. His level of knowledge and standard of ethics and conduct have earned him both RCDD (the "CPA" of cabling design) and CTS (Certified Technology Specialist) designations. These certifications are an indication of excellence and superior design knowledge. Specializing in Audio/Visual planning and design, and technology infrastructure, Mr. Vistein is a key member of the TechKnowledge team. He is currently managing an A/V deployment for Fort Bend County Justice Center.

28

Confidential & Proprietary

TECHKNOWLEDGE
CONSULTING CORPORATION



Mr. Robert Chilton, Senior Consultant Mr. Chilton has spent his entire career working with computing and telecommunications technology, and holds a Bachelor of Science degree from the University of Houston. He began his career as an Area Manager with MCI in Los Angeles. In this capacity he acted as a project leader for several initiatives associated with the deregulation of Telecommunications after passage of the Telecom Act of 1996. These initiatives included the company's first competitive local exchange offerings for business class dial tone and internet services. He is currently managing projects for Hess and Lone Star College System.

Additional team members will be added as appropriate. TechKnowledge will, however, ensure that this core project team will be available and committed to the Fort Bend County project for the duration of the engagement.

PROFESSIONAL FEES

A Technology AuditSM and the associated implementation of this magnitude require thoughtful planning, cost effective acquisitions, and meticulous execution. Fort Bend County can draw upon TechKnowledge's expertise to ensure facilities and systems are properly designed, acquired with favorable terms and pricing, and implemented on time, reducing the risk of premature obsolescence in the process.

TechKnowledge will perform the tasks as outlined in this proposal for a "*not to exceed*" fee of:

Phase	Professional Fee
Phase I	
Technology Audit SM	\$71,760
Detailed Physical Network Traffic Report	\$15,000*
Phase II	
Detailed Design, Procurement, Evaluation & Selection	\$68,640 to \$87,360
Phase III	
Precision Project Management [®]	\$90,480 to \$131,040

* Detailed data collection would be conducted by a third party and billed at cost, and we suggest budgeting \$15,000 for testing.

Fort Bend County will *only* be invoiced for actual hours used. TechKnowledge will not exceed the above amount for Phase I without prior written approval. In addition, TechKnowledge proposes to share the risk of any necessary overages with Fort Bend County. Should it become necessary to expend additional hours to complete this assignment, TechKnowledge will (a) proceed only upon written authorization from Fort Bend County, and (b) provide necessary additional services at a 15% discount. This provides an

incentive for us to work within the project budget, yet offers a vehicle to deal with unanticipated work. We trust you'll agree this risk sharing approach makes sense for both parties.

TechKnowledge's current professional fees are listed below. We will provide Fort Bend County with any addition services from our professional staff at a 15% discount off the following rates:

Consultant	Billable Rate
PROJECT PRINCIPAL	\$250/ HOUR
PROJECT MANAGER	\$225/ HOUR
SENIOR CONSULTANT – DATA	\$195/ HOUR
SENIOR CONSULTANT – INFRASTRUCTURE	\$195/ HOUR
SENIOR CONSULTANT – VOICE	\$195/ HOUR
SENIOR CONSULTANT – CALL CENTER	\$225/ HOUR
SENIOR CONSULTANT – TRADING FLOOR	\$225/ HOUR
CONSULTANT	\$175/ HOUR
AUDIO / VISUAL DESIGNER	\$175/ HOUR
ANALYST	\$125/ HOUR
AUTOCAD OPERATOR	\$150/ HOUR

As we already have a Purchasing Agreement in place with Fort Bend County, we can amend the existing agreement to include this proposal when accepted.

SUMMARY

The decision to seek a technology consulting partner represents a significant choice for any organization. Care, diligence, and a thoughtful approach are required to ensure that a successful relationship results for both parties. A myriad of criteria for success could be specified when such a venture is considered; but, in the end, we believe success is best built upon relationships: relationships grounded in some simple, yet powerful, fundamental principles.

- ✦ **OBJECTIVITY** – TechKnowledge is *NOT* a vendor. We *ARE* a client advocate with specific skills and experience in complex multiple-site networking. Since we are not motivated by a subsequent product sale, our team can objectively evaluate the various approaches to the project, and guide Fort Bend County toward solutions that are both technically sound and make business sense.
- ✦ **COMMITMENT TO BE THE BEST** – Just as success breeds success, those committed to excellence attract others like them. The result: a team whose sum is more than the individuals could ever be alone, continually adding to their knowledge and experience, and readily sharing their new skills and wisdom with others. In an industry where a firm's value is directly linked to the value of its intellectual capital, such teamwork is essential.
- ✦ **PHILOSOPHICAL COMPATIBILITY** – As in any good relationship, the chances for a successful long-term partnership improve greatly when the partners share the same fundamental views. How one views customer satisfaction, service, professionalism, and value, among others, must be understood and shared. We believe TechKnowledge and Fort Bend County share a compatible view.
- ✦ **PROVEN RELATIONSHIPS** – The best indicator of how any firm will behave and perform in the future is past performance. If a potential partner has demonstrated, through past projects, a commitment to excellence, a philosophical compatibility, and a market commitment, chances are good they will continue to do so. If they have proven otherwise, chances are also good they will not change.

As TechKnowledge prepared this proposal for Fort Bend County, we focused on each of these areas. We trust you will agree TechKnowledge and our team, based upon our past performance, will be a strong partner. We look forward to the challenges ahead.