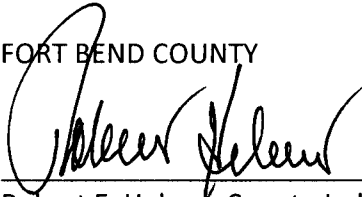


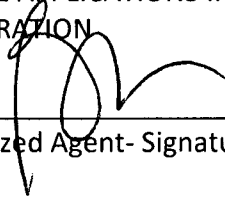


FORT BEND COUNTY



Robert E. Hebert, County Judge  
11-22-2011

SCIENCE APPLICATIONS INTERNATIONAL  
CORPORATION



Authorized Agent- Signature

Betty Kamara

Authorized Agent- Printed Name

Contract Administrator

Title

November 15, 2011

Date

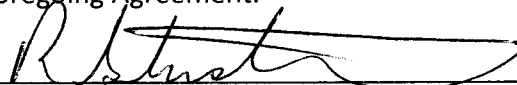
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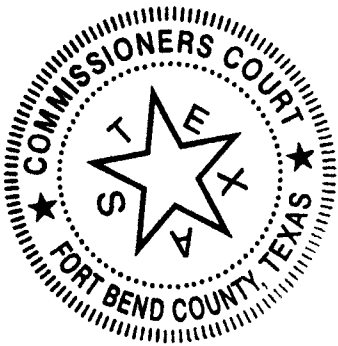
Dianne Wilson, County Clerk

**AUDITOR'S CERTIFICATE**

I hereby certify that funds in the amount of \$ 9,981.00 are available to pay the obligation of Fort Bend County within the foregoing Agreement.



Robert Ed Sturdivant, County Auditor



# EXHIBIT A

STATE OF TEXAS           §  
  §  
COUNTY OF FORT BEND   §

**AGREEMENT FOR COUNTY-WIDE CONTINUITY OF OPERATIONS PLAN**

THIS AGREEMENT is made and entered into by and between Fort Bend County, (hereinafter "County"), a body corporate and politic under the laws of the State of Texas, and Science Applications International Corporation (hereinafter "Consultant"), a corporation authorized to conduct business in the State of Texas.

WITNESSETH

WHEREAS, County desires that Consultant provide professional services related to County's county-wide continuity of operations plan (hereinafter "Services"); and

WHEREAS, County has determined that this Agreement is for personal or professional services and therefore exempt from competitive bidding under Chapter 262 of the Texas Local Government Code; and

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

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

AGREEMENT

**Article I. Scope of Services**

Consultant shall render Services to County as defined in the Scope of Services (attached hereto as Exhibit A).

**Article II. Personnel**

2.1 Consultant represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for the timely performance of the Scope of Services required under this Agreement and that Consultant shall furnish and maintain, at its own expense, adequate and sufficient personnel, in the opinion of County, to perform the Scope of Services when and as required and without delays.

2.2 All employees of Consultant shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Consultant who, in the opinion of County, is incompetent or by his conduct becomes detrimental to the project shall, upon request of County, immediately be removed from association with the project.

### **Article III. Compensation and Payment**

3.1 Consultant's fees shall be calculated at the rates set forth in the attached Exhibit A. The Maximum Compensation for the performance of Services within the Scope of Services described in Exhibit A is seventy-two thousand one hundred and fifteen dollars and no/100 (\$72,115). In no case shall the amount paid under this Agreement exceed the Maximum Compensation without an approved change order.

3.2 All performance of the Scope of Services including any changes in the Scope of Services and revision of work satisfactorily performed will be performed only when approved in advance and authorized by County. Payment will be made in accordance with those payment procedures set forth in Section 3.3 below.

3.3 It is understood and agreed that payments will be made to Consultant by County based on the following procedures: Upon completion of each phase identified in the Scope of Services, Consultant shall submit to County two (2) original copies of invoices showing the amounts due for services performed in a form acceptable to County. County shall review such invoices and approve them within 30 calendar days with such modifications as are consistent with this Agreement and forward same to the Auditor for processing. County shall pay each approved invoice within thirty (30) calendar days after receipt of such invoice by County. County reserves the right to withhold payment pending verification of satisfactory work performed.

### **Article IV. Limit of Appropriation**

4.1 Prior to execution of this Agreement, Consultant has been advised by County, and Consultant clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of seventy-two thousand one hundred and fifteen dollars and no/100 (\$72,115), specifically allocated to fully discharge any and all liabilities which may be incurred by County.

4.2 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 seventy-two thousand one hundred and fifteen dollars and no/100 (\$72,115).

### **Article V. Time of Performance**

The Agreement shall be effective as of the date of execution by the last party, and shall continue in full force and effect through May 30, 2012. Tasks described in the Scope of Services shall be completed within this time or within such additional time as may be extended by County.

**Article VI. Modifications**

Any modifications to this Agreement must be in writing and must be signed by both parties.

**Article VII. Termination**

7.1 Termination for Convenience

7.1.1 County may terminate this Agreement at any time upon thirty (30) days written notice.

7.2 Termination for Default

7.2.1 County may terminate the whole or any part of this Agreement for cause in the following circumstances:

7.2.1.1 If Consultant fails to perform services within the time specified in the Scope of Services or any extension thereof granted by the County in writing;

7.2.1.2 If Consultant 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.

7.2.2 If, after termination, it is determined for any reason whatsoever that Consultant 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 Section 7.1 above.

7.3 Upon termination of this Agreement, County shall compensate Consultant in accordance with Section 3, above, for those services which were provided under this Agreement prior to its termination and which have not been previously invoiced to County. Consultant's final invoice for said services will be presented to and paid by County in the same manner set forth in Section 3 above.

7.4 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 Consultant.

**Article VIII. Ownership and Reuse of Documents**

All documents, data, reports, research, graphic presentation materials, etc., developed by Consultant 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 Section 3 for work performed. All such data and material shall be promptly furnished to County on request.

**Article IX. Inspection of Books and Records**

Consultant will permit County, or any duly authorized agent of County, to inspect and examine the books and records of Consultant 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 four years.

**Article X. Insurance**

10.1 Prior to commencement of the Services, Consultant 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. Consultant shall provide certified copies of insurance endorsements and/or policies if requested by County. Consultant 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. 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:

10.1.1 Workers' Compensation insurance in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed. 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.

10.1.2 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.

10.1.3 Business Automobile Liability insurance with a combined Bodily Injury/Property Damage limit of not less than \$1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.

10.1.4 Professional Liability insurance with limits not less than \$1,000,000.

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

10.3 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 the contract; 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 that work under the Agreement is completed.

**Article XI. Indemnity**

**CONSULTANT SHALL SAVE HARMLESS COUNTY FROM AND AGAINST ALL CLAIMS, LIABILITY, AND EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, ARISING FROM ACTIVITIES OF CONSULTANT, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF CONSULTANT OR ANY OF CONSULTANT'S AGENTS, SERVANTS OR EMPLOYEES.**

**Article XII. Confidential and Proprietary Information**

12.1 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 of any form 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.

12.2 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.

12.3 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.

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

12.5 Consultant 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 Consultant 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.

#### **Article XIII. Independent Contractor**

13.1 In the performance of work or services hereunder, Consultant 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 Consultant or, where permitted, of its subcontractors.

13.2 Consultant 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.

#### **Article XIV. Contract Administration**

14.1 All written notices, demands, and other papers or documents to be delivered to County under this Agreement shall be delivered to the Fort Bend County Office of Emergency Management, 307 Fort Street, Richmond, Texas 77469, or at such other place or places as it may from time to time designate by written notice delivered to Consultant. For purposes of

notice under this Agreement, a copy of any notice or communication hereunder shall also be forwarded to the following address: Fort Bend County, 301 Jackson Street, Suite 719, Richmond, Texas 77469, Attention: County Judge.

14.2 All written notices, demands, and other papers or documents to be delivered to Consultant under this Agreement shall be delivered to Science Applications International Corporation, Betty Kamara, Contract Administrator, 2301 Lucien Way, Suite 120, Maitland, Florida 32751, or such other place or places as Consultant may designate by written notice delivered to County.

**Article XV. Compliance with Laws**

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 County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

**Article XVI. Performance Warranty**

Consultant warrants that the Services provided under this Agreement shall be performed with that degree of skill and judgment normally exercised by recognized professional firms performing services of the same or substantially similar nature. In the event of any breach of the foregoing warranty, provided County has delivered to SAIC timely notice of such breach as hereinafter required, Consultant shall, at its own expense, in its discretion either: (1) re-perform the non-conforming Services and correct the non-conforming Deliverables to conform to this standard; or (2) refund to County that portion of the amounts received by Consultant attributable to the non-conforming Services and/or Deliverables. No warranty claim shall be effective unless County has delivered to Consultant written notice specifying in detail the non-conformities within 90 days after performance of the non-conforming Services or tender of the non-conforming Deliverables. The remedy set forth in this Section is the sole and exclusive remedy for breach of the foregoing warranty.

**Article XVII. Assignment**

Neither party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other party.

**Article XVIII. Applicable Law**

This Agreement shall be construed under and 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.

**Article XIX. Successors and Assigns**

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 the other party, in respect to all covenants of this Agreement.

**Article XX. Publicity**

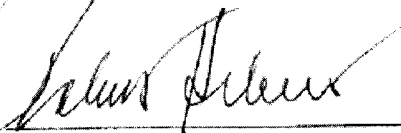
Contact with citizens of Fort Bend County, media outlets, or governmental agencies shall be the sole responsibility of County. Under no circumstances whatsoever, shall Consultant release any material or information developed or received in the performance of the Services hereunder without the express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

**Article XXI. Conflict**

In the event there is a conflict between this Agreement and the attached exhibit, this Agreement shall control.

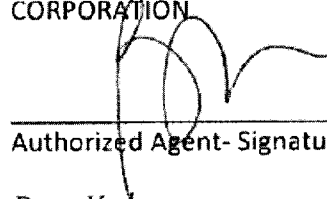
IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the 25 day of October, 2011.

FORT BEND COUNTY



Robert E. Hebert, County Judge

SCIENCE APPLICATIONS INTERNATIONAL CORPORATION



Authorized Agent- Signature

Betty Kamara

Authorized Agent- Printed Name

Contract Administrator

Title

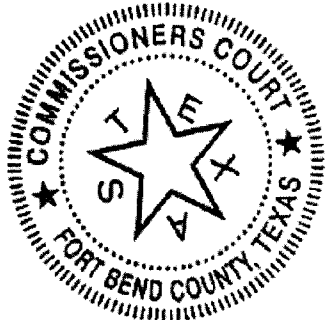
October 12, 2011

Date

ATTEST:

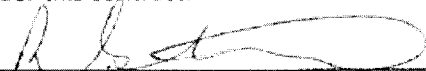


Dianne Wilson, County Clerk



**AUDITOR'S CERTIFICATE**

I hereby certify that funds are available in the amount of \$ 72,115.<sup>00</sup> to accomplish and pay the obligation of Fort Bend County under this contract.

  
\_\_\_\_\_  
Robert Edward Sturdivant, County Auditor

# EXHIBIT A





September 29, 2011

Mr. Miles Tollison  
Fort Bend County Office of Emergency Management  
307 Fort Street  
Richmond, TX 77469

**Subject: Consulting Services to Revise, Reformat, and Add Additional Department Information to the Countywide Continuity of Operations Plan<sup>1</sup>**

Dear Mr. Tollison,

Science Applications International Corporation (SAIC) understands that emergency preparedness is a top priority for Fort Bend County; therefore, we are pleased to offer our services and submit this proposal that describes how we will support the County in converting the existing countywide continuity of operations (COOP) plan from Microsoft Access into a user-friendly Microsoft Word format. SAIC will also revise the existing countywide COOP plan to include updated departmental information, as well as add additional department information that was omitted from the 2008 version of the plan. SAIC understands that Fort Bend County would like the reformatted and revised COOP plan to be compliant with the current industry standards.

Revising the County's COOP plan will enhance the County's capability to facilitate the performance of government services during an emergency, regardless of the emergency's size and scope. SAIC also understands that a review and assessment of the County's current supporting COOP documents is essential to make sure the COOP plan complies with federal guidelines and existing industry standards.

SAIC is one of the nation's premier emergency management and disaster readiness and recovery firms. SAIC maintains a full-time staff of planning and disaster recovery experts throughout the United States. SAIC is a leader in disaster readiness planning for state and local government, having performed more than 300 state and local government planning, training, and exercise projects across the country.

### **Collaborative Approach**

SAIC uses a collaborative approach to develop and revise COOP plans. We know that in order to produce the most thorough COOP plan possible, personnel from Fort Bend County must be engaged throughout the COOP planning process.

By giving employees the tools to take ownership of Fort Bend County's COOP plan, the result is a dynamic, effective COOP plan that can be successfully implemented. To help develop an effective COOP plan for Fort Bend County, SAIC proposes the following team structure:

---

<sup>1</sup> Information contained herein shall not be disclosed outside of Fort Bend County and shall not be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate this proposal. This restriction does not limit the customer's right to use data contained in the information if it is obtained from another source without restriction. The data subject to this restriction is contained in pages 1-11 of this proposal.

- **County COOP Project Sponsor.** Fort Bend County Office of Emergency Management will select a COOP project sponsor who will serve as the primary point of contact for SAIC and coordinate activities between SAIC and Fort Bend County departments involved in or affected by the project. The COOP project sponsor will be a staff member from the Fort Bend County Office of Emergency Management.
- **SAIC Project Manager.** The SAIC project manager will provide overall direction and oversee the quality of service and delivery of work products associated with the COOP project. The SAIC project manager will have day-to-day responsibility for the project to make certain that Fort Bend County's needs are met within guidelines established under this proposal, and will be available for rapid response if urgent matters arise. Mr. Brian Rutherford will be serving as the SAIC project manager for this project.
- **SAIC Continuity Planners.** The SAIC continuity planners will support the day-to-day requirements of the project and will assist the project manager as needed. They will also provide guidance regarding continuity of operations planning and the federal and State of Texas emergency preparedness recommendations and requirements. Ms. Courtney Ring, Ms. Laura Modzelewski, and Ms. Tamara Habib will be serving as the SAIC continuity planners for this project.
- **SAIC Production Team.** The SAIC production team will conduct a thorough editorial review of project deliverables provided to Fort Bend County. The SAIC production team will also be responsible for converting the 2008 Microsoft Access version of the COOP plan into Microsoft Word.

## Proposed Scope of Services

SAIC understands that Fort Bend County's COOP plan must be a dynamic document and that those responsible for COOP plan maintenance must have the knowledge to update and revise the COOP plan themselves. Therefore, our project approach consists of orienting personnel to the continuity of operations planning process. Those responsible for COOP plan maintenance must have the knowledge to activate and implement the COOP plan if called upon to do so. SAIC proposes that the Fort Bend County COOP project involve the phases outlined in exhibit 1.

### Exhibit 1: Project Phases

Phase 1 → Countywide COOP Project Initiation and Project Work Plan Development
Phase 2 → Business Impact Analysis and Operational Risk Assessment
Phase 3 → COOP Team Working Group Session
Phase 4 → Countywide COOP Plan Reformat, Development, and Finalization

#### Phase 1: COOP Project Initiation and Project Work Plan Development

**Project Planning Meeting.** SAIC will initiate the project by holding an on-site project planning meeting with the Fort Bend County project sponsor. During this on-site meeting, SAIC and the project sponsor will establish the overarching planning objectives that will define the COOP planning process, determine project milestones, and introduce the SAIC project team members.

Together, the SAIC project manager and the Fort Bend County project sponsor will accomplish the following:

- Confirm the project schedule, deliverables, and planning assumptions.
- Identify participants for the COOP kickoff meeting.
- Identify participants for the COOP Team working group session.
- Agree upon the 2008 version of COOP-related planning documents to be reviewed.
- Determine and agree upon the time line and deadlines for project-related deliverables.

One week following the project planning meeting, SAIC will provide the Fort Bend County project sponsor with detailed meeting minutes that summarize the topics discussed during the on-site project planning meeting.

**Project Work Plan.** Within one week of the project planning meeting, the SAIC project manager will provide Fort Bend County with a detailed project work plan and schedule based on the objectives established during the project planning meeting. Once approved, the project work plan will guide the development, execution, and follow-up phases of the project. The project work plan will confirm SAIC's understanding of the general scope of the project and will identify the core goals and objectives of the project.

Finally, the project work plan will address the roles and responsibilities of SAIC and Fort Bend County in building a collaborative approach to revising and reformatting the COOP plan. SAIC's project manager will collaborate with the Fort Bend County project sponsor to identify and confirm critical meeting dates and project milestone dates.

**Project Kickoff Meeting.** Following the project planning meeting, SAIC will start the project by facilitating a two-hour on-site project kickoff meeting with representatives from the participating County departments, the COOP Team, and elected officials to introduce them to the COOP planning process and discuss their involvement in the project. The project kickoff meeting will outline the phases of the COOP planning project, discuss the time line for completion, and educate County department representatives on the COOP surveys that will be completed and reviewed prior to the COOP consultations.

One week following the project kickoff meeting, SAIC will provide the Fort Bend County project sponsor with detailed meeting minutes that summarize the topics discussed during the on-site project kickoff meeting and identified action items.

**COOP Surveys.** SAIC will provide the 12 new participating County departments (which include: Bail Bond Board, Community Development, County Clerk, County Constable Precinct 1, County Courts at Law/Justice Center, District Attorney, District Clerk, Elections, Historical Commission, Justices of the Peace, Juvenile Probation, and Sheriff's Office) with a COOP survey and instructions for information-gathering purposes during the project kickoff meeting. During the kickoff meeting, SAIC will also distribute draft surveys to the original 39 departments (which include: Animal Control, Budget Office, Child Services Office, Clinical Health Services, Community Supervision and Corrections, County Attorney's Office, County Auditor's Office, County Commissioner Precinct 1, County Commissioner Precinct 2, County Commissioner Precinct 3, County Commissioner Precinct 4, County Constable Precinct 2, County Constable Precinct 3, County Constable Precinct 4, County Judge, District Court, Drainage District, Emergency Medical Services, Engineering, Environmental Health, Facilities Management, Fire Marshal, Health and Human Services, Human Resources, Indigent Health, Information Technology, Library, Mail Center, Office of Emergency Management, Parks and Recreation, Purchasing, Records Management, Risk Management, Road and Bridge, Social Services, Tax Office,

Transportation, Treasurer's Office, and Veteran's Affairs) that participated in the development of the 2008 version of the plan. The draft surveys will capture each department's mission essential functions, delegations of authority, and departmental risks.

SAIC will review the survey and instructions for completion with the COOP Team and department representatives during the project kickoff meeting. The departments will have approximately two weeks to complete/update the COOP surveys and provide them back to SAIC. The collected survey information will be used to determine who to include in the on-site consultations and will provide a foundation for the consultation process.

**Exhibit 2: Phase 1 Deliverables**

<b>Countywide COOP Project Initiation and Project Work Plan Development</b>	
<b>Deliverable</b>	<b>Description</b>
<b>Project Planning Meeting Agenda</b>	This agenda will guide discussion during the project planning meeting. This agenda will be provided to the Fort Bend County project sponsor ahead of time for review.
<b>Project Planning Meeting</b>	SAIC will conduct an on-site project planning meeting with the Fort Bend County project sponsor to introduce the SAIC project team and discuss the project deliverables and associated time line for the project.
<b>Project Planning Meeting Minutes</b>	SAIC will provide Fort Bend County with detailed project planning meeting minutes that summarize the topics discussed during the on-site project planning meeting.
<b>Web-Based Project Team Collaboration Site</b>	SAIC will establish a secure, web-based team collaboration site using Microsoft SharePoint. The site will allow team members to access current and past versions of documents and will provide visibility into the project's status.
<b>Project Work Plan</b>	SAIC will develop a detailed project work plan that outlines the project phases and time line for deliverable completion. The draft project work plan will be submitted to the Fort Bend County project sponsor one week following the project planning meeting.
<b>Project Kickoff Meeting Agenda</b>	The agenda for the project kickoff meeting will be distributed to key personnel from the Fort Bend County at the on-site meeting.
<b>Project Kickoff Meeting Presentation</b>	The project kickoff meeting presentation will provide information regarding the project phases, deliverables, and associated time line, and will discuss the importance of COOP planning and departmental impacts within Fort Bend County.
<b>Project Kickoff Meeting</b>	SAIC will facilitate a two-hour project kickoff meeting with representatives from Fort Bend County to discuss the project phases, project time line, and participant involvement.
<b>Project Kickoff Meeting Minutes</b>	SAIC will provide Fort Bend County with detailed project kickoff meeting minutes that summarize the topics discussed during the on-site project kickoff meeting.
<b>COOP Surveys</b>	SAIC will provide the participating departments with a COOP survey and instructions for information-gathering purposes during the project kickoff meeting.

Use or disclosure of proposal information is subject to the restriction listed within footnote 1 of this proposal.

**Phase 2: Business Impact Analysis and Operational Risk Assessment**

During the business impact analysis (BIA) and operational risk assessment phase, SAIC will focus on defining core operations so that critical processes and resources can be identified and prioritized within the County. Critical resources include the personnel, facilities, equipment, necessary supplies, vital records, and critical systems required to perform the County’s mission essential functions.

**Document Review.** In preparation for the County’s on-site departmental consultations, SAIC will review the completed departmental COOP survey data, 2008 version of the County COOP plan, as well as other relevant emergency management-related documentation provided. Review of COOP documentation will take place off-site at SAIC offices.

**Consultation with Departments.** SAIC will use results of the COOP surveys to gather additional information necessary to identify and address lines of succession and authority, essential functions, staffing requirements, alternate facilities, operational risk and vital documents/records. The COOP surveys will serve as the foundation for the on-site consultations with departments, providing SAIC with an understanding of the roles and responsibilities of each department. SAIC will verify the provided information and gather additional information on the critical processes and required resources to support each department’s mission essential functions.

During the scheduled consultations, SAIC will assist the 51 participating County departments (12 new departments and 39 departments that participated in the 2008 version of the plan) with prioritizing essential functions and identifying the time criticality and recovery time objectives associated with these functions. Each department that participated in the 2008 COOP plan will participate in a one hour consultation, while new departments to the COOP process will participate in a 90 minute consultation.

**Operational Risk Assessment.** SAIC will assess the operational risks for each department. This operational risk assessment will take into account hazard identification and risk assessment in terms of natural and human-caused hazards that may face each department and mission-critical asset. In addition, the assessment will identify risks related to the facility, personnel, systems, equipment, and records. The information needed to conduct the operational risk assessment will be based upon responses to COOP survey questions and from discussions during the consultations with each of the departments.

**Exhibit 3: Phase 2 Deliverables**

<b>Business Impact Analysis and Operational Risk Assessment</b>	
<b>Deliverable</b>	<b>Description</b>
<b>Document Review</b>	SAIC will review the completed departmental COOP survey data, 2008 version of the County COOP plan, as well as other relevant emergency management-related documentation provided to make sure that each COOP plan is consistent with other County documents and plans.
<b>Operational Risk Assessment</b>	SAIC will identify risks affecting departmental performance and rate the risks according to the severity of vulnerability of each risk. This operational risk assessment will take into account hazard identification and risk assessment in terms of natural and human-caused hazards that may face each department and mission-critical asset.

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<b>Departmental Consultations</b>	SAIC will conduct on-site consultations with each of the participating County departments. During these consultations, SAIC will assist the departments with identifying mission essential functions, recovery time objectives, succession of leadership, delegations of authority, alternate facilities, and associated risks.
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**Phase 3: COOP Team Working Group Session**

Approximately two weeks following the completion of the on-site COOP departmental consultations, SAIC will facilitate an on-site COOP Team working group session with the County's COOP Team. During this meeting, SAIC will review the results of the BIA and COOP consultations. Overall priorities for the COOP effort will be identified during this working group session, as well as continuity locations for each County department. SAIC will also work directly with the County's COOP Team to finalize the recovery time objectives for each department's mission essential functions. The plans, accompanied by actionable checklists to follow during an emergency, will identify the essential COOP elements at the departmental level.

SAIC will provide the Fort Bend County project sponsor with detailed meeting minutes from the County COOP Team working group session within one week of the on-site meeting. These minutes will identify topics of discussion, required follow up items, and outstanding project related issues.

**Exhibit 4: Phase 3 Deliverables**

<b>COOP Team Working Group Session</b>	
<b>Deliverable</b>	<b>Description</b>
<b>COOP Team Working Group Session</b>	SAIC will facilitate an on-site COOP team working group sessions to review the County's mission essential functions, alternate facility locations, and the plan maintenance, testing, and training policy.
<b>COOP Team Working Group Session Minutes</b>	SAIC will provide the Fort Bend County project sponsor with detailed meeting minutes from the County COOP Team working group session within one week of the on-site meeting. These minutes will identify topics of discussion, required follow up items, and outstanding project related issues.

**Phase 4: County-wide COOP Plan Reformat, Development, and Finalization**

During Phase 4, SAIC will begin the reformatting and revision process by identifying areas of the COOP plan in need of content revisions and updates. SAIC will make revisions to terminology and concepts in accordance with current guidelines set forth by the Texas Division of Emergency Management (TDEM), Emergency Management Accreditation Program (EMAP), and Department of Homeland Security (DHS) guidance for COOP/continuity of government (COG) planning, and operational guidelines outlined in the National Incident Management System (NIMS). During the revision process, SAIC will also reformat the plan so that revisions and plan maintenance activities can be performed in Microsoft Word, at the County or individual department level. This will allow Fort Bend County and individual departments to change employee position titles, names, and contact information without further assistance from SAIC.

The COOP plan will identify the essential COOP Plan elements at the departmental level. The plans will be accompanied by actionable COOP checklists to follow during an emergency. The COOP checklists are important components in the implementation of operational plans and procedures to be used during an event for a timely and orderly response and recovery. The checklists address continuation of essential functions in a time-phased operational approach to ensure a smooth transition from response through

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recovery. The checklists address response (activation and relocation zero-12 hours), stabilization (alternate operating facility operations), and recovery (reconstitution – termination and return to normal operations).

SAIC will produce the draft versions and final versions of the Fort Bend County COOP Basic Plan and departmental annexes. The County departments will have approximately two weeks to review the draft plans and submit comments and changes to SAIC. Following the receipt of changes and comments from the County, SAIC will finalize and provided the final plans to the County in electronic and hard copy format.

**Final COOP Plan Walk-Through Meeting.** Upon completion and finalization of the COOP, SAIC will conduct an on-site final COOP walk-through meeting with the Fort Bend County COOP Team and departmental representatives. During the meeting, SAIC will review key elements of the plan and help ensure that key personnel have a fundamental understanding of the components of the plan. SAIC will also discuss COOP implementation and the strategy for plan maintenance.

Within one week following the final COOP Plan walk-through meeting, SAIC will provide the Fort Bend County project sponsor with detailed meeting minutes that will document items of discussion during the on-site meeting.

**Exhibit 5: Phase 4 Deliverables**

Countywide COOP Plan Reformat, Development, and Finalization	
Deliverable	Description
<b>Continuity of Operations Plans</b>	<p>The <b>Continuity of Operations Plan</b> provides operational concepts relating to various emergency situations, identifies composition of the COOP Team and describes the overall responsibilities of the COOP Team for responding to the scenario of an unscheduled business-disrupting event. The basic plan reflects the overarching COOP program for the County, as defined during the COOP Team working group session.</p> <p>The plan addresses the critical components of COOP plan including – succession of leadership for key County positions, identification of alternate recovery site(s) for the operation, guidelines for the preservation of vital records and prioritization of essential functions for the County.</p> <p>In addition, the plans provide the steps involved with recovery from a given an emergency event that would deny access to the critical sites for operations. This part of the plan is in a "checklist" format, as it has been shown that the most effective way to implement emergency response procedures is with the use of specific checklists of 'Things to Do'. These "checklists" must be concise, complete and readily available.</p>
<b>Reformat of 2008 Version of COOP Plan</b>	<p><b>Departmental Annexes:</b> Contains the critical elements of COOP planning for each County department included in the process. This includes information on essential functions, resource requirements to support essential functions, orders of succession, delegation of authority, key personnel, and alternate facilities.</p> <p>SAIC will reformat the COOP plan so that revisions and plan maintenance activities can be performed in Microsoft Word, at the County or individual department level. This will allow Fort Bend County and individual departments to change employee position titles, names, and contact information without further assistance from SAIC.</p>
<b>Final COOP Plan Walk-through Meeting</b>	<p>SAIC will conduct an on-site final COOP walk-through meeting with the Fort Bend County COOP Team and departmental representatives to review key elements of the plan and</p>

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Countywide COOP Plan Reformat, Development, and Finalization	
Deliverable	Description
Final COOP Plan Walk-through Meeting Minutes	help ensure that key personnel have a fundamental understanding of the components of the plan. SAIC will provide the Fort Bend County project sponsor with detailed meeting minutes that will document items of discussion during the on-site final COOP plan walk-through meeting.

### Project Schedule/Time Line

SAIC can complete the Fort Bend County COOP planning project within six and a half months from the date of contract execution with active participation from Fort Bend County. SAIC will work with Fort Bend County to determine if the following delivery schedule or a more phased approach would be appropriate given Fort Bend County's priorities and operational considerations. Exhibit 6 shows the time line for each project phase.

Exhibit 6: Estimated Project Schedule

Phase/Tasks	Time Line	Proposed Phase Dates <sup>2</sup>
<b>Phase 1: Countywide COOP Planning Project Initiation and Project Work Plan Development</b> <ul style="list-style-type: none"> <li>■ Conduct on-site project planning meeting with County project sponsor</li> <li>■ Develop project work plan</li> <li>■ Develop project time line</li> <li>■ Conduct on-site project kickoff meeting with key Fort Bend County stakeholders</li> <li>■ Establish SharePoint site</li> </ul>	4 weeks	October 28, 2011 – November 28, 2011
<b>Phase 2: Business Impact Analysis and Operational Risk Assessment</b> <ul style="list-style-type: none"> <li>■ Conduct plan and document review</li> <li>■ Conduct operational risk assessments</li> <li>■ Conduct on-site COOP departmental consultations</li> </ul>	4 weeks	November 29, 2011 – December 30, 2011
<b>Phase 3: COOP Team Working Group Session</b> <ul style="list-style-type: none"> <li>■ Conduct working group session with Fort Bend County COOP team</li> </ul>	4 weeks	January 3, 2012 – January 27, 2012
<b>Phase 4: COOP Plan Reformat, Development, and Finalization</b> <ul style="list-style-type: none"> <li>■ Develop and deliver draft countywide COOP</li> <li>■ Develop and deliver final countywide COOP</li> <li>■ Conduct final COOP walk-through meeting</li> </ul>	15 weeks	January 30, 2012 – May 14, 2012

<sup>2</sup> Proposed dates are based off of the following: The effective date of the awarded contract/task order is on or before October 26, 2011 so that project work may be initiated by the SAIC team on October 28, 2011. Please note that SAIC has taken County scheduled holidays into account within such proposed phase dates.

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## Project Cost Proposal

SAIC proposes performing the project for a firm fixed price with a payment plan based on completed deliverables. The fixed price is based on SAIC's experience performing COOP planning projects of similar scope and complexity. The fixed price is derived from estimating the number of work hours for each phase; estimating the cost of materials and printing and administrative expenses; and budgeting for reasonable and customary travel expenses for on-site meetings. Exhibit 7 offers a breakdown of our proposed price by project phase.

**Exhibit 7: Cost Proposal**  
*(Includes labor, materials, and travel expenses)*

Project Phase	Estimated Cost
Phase 1: Countywide COOP Planning Project Initiation and Project Work Plan Development	\$8,025
Phase 2: Business Impact Analysis and Operational Risk Assessment	\$30,715
Phase 3: COOP Team Working Group Session	\$6,799
Phase 4: Countywide COOP Plan Reformat, Development, and Finalization	\$26,576
<b>Total Cost for Countywide COOP Reformat, Development, and Finalization Project</b>	<b>\$72,115</b>

This estimate is valid for 30 days from the date of the proposal. To the extent the proposed scope and budget does not meet Fort Bend County's needs, SAIC would be willing to negotiate a revised scope and budget.

## Project Assumptions and Constraints

This project is based on the following key assumptions and constraints. Deviations that arise during the proposed project will be managed through a standard change control process.

- **Project Sponsor.** Fort Bend County Office of Emergency Management will assign a primary point of contact to serve as project sponsor to address administrative and functional issues. The project sponsor will be a staff member from the Fort Bend County Office of Emergency Management.
- **Confidentiality Policies.** SAIC uses only pre-approved designated personnel who have signed nondisclosure or confidentiality statements, as required. SAIC follows its documented internal procedures and protocols to protect confidential materials collected from Fort Bend County. SAIC established these internal procedures to meet requirements by federal, state, and local governments to help protect critical infrastructure data.
- **Access to Materials.** Documentation pertinent to the execution of this project should be made available to SAIC for review in electronic format within five business days of the request from SAIC. These materials may include Fort Bend County's existing COOP plan, departmental COOP survey information, and emergency operations plan.
- **Distribution and Collection of Data.** The Fort Bend County Office of Emergency Management will oversee and be involved with the distribution and collection of data; however, SAIC will have the overall responsibility for distribution and collection of the data. The Fort Bend County Office of Emergency Management will provide leadership, but SAIC through the COOP surveys, SharePoint

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site, on-site meetings, and COOP consultations will be responsible for the distribution and collection of data. SAIC requests that all requested data be provided in paper format or electronically using industry-standard word processing formats

- **Access to Key Personnel.** Availability of Fort Bend County key personnel is critical to obtaining the information required for the overall success of this project. Information presented by the key personnel will be accepted as factual and no confirmation will be made.
- **Deliverables.** SAIC agrees to deliver the following:
  - ✓ Electronic copies of the interim draft deliverables during the planning process
  - ✓ One printed and bound (black and white with a color cover) copy of the final Fort Bend County COOP Basic Plan and Departmental Annexes to serve as a master document for the Office of Emergency Management
  - ✓ One compact disc containing the electronic files for the final 2012 version of the Fort Bend County COOP deliverables in Microsoft Word format, including the 2008 version of the COOP documents
  - ✓ 51 printed and bound (black and white with a color cover) copies of the Fort Bend County COOP Basic Plan
  - ✓ One printed and bound (black and white with a color cover) copy of each of the 51 final Fort Bend County COOP Departmental Annexes
- **Bi-weekly Project Status Reports.** SAIC will provide Fort Bend County with detailed bi-weekly project status reports that provide insight to the accomplished project milestones to date. The reports will capture the work that was accomplished during the previous two weeks and project the project work to be completed during the next two week period.
- **Work Location/Meeting Space.** Fort Bend County will provide meeting room space to conduct the project planning meeting, the project kickoff meeting, the COOP Team working group meeting, COOP departmental consultations, and the final COOP walk-through meeting. SAIC will perform work off-site at SAIC offices except when required to be on-site for meetings.
- **Acceptance of Deliverables.** Deliverables will be submitted to Fort Bend County in draft format. Fort Bend County's comments must be provided within 14 calendar days. Upon incorporation and acceptance of revisions submitted by the Fort Bend County Office of Emergency Management to the draft(s) deliverables, the final COOP Basic Plan, the final departmental annexes, and the final bi-weekly project status report, and the County's approval, the deliverables will be considered accepted.
- **Payment Plan Based on Deliverables.** Fort Bend County will be invoiced for the project upon completion of each project phase within this scope based on acceptance of deliverables. Upon incorporation of comments and edits to the draft deliverables and resubmission to Fort Bend County, such deliverables will be considered accepted and payment will be due. Invoice payment terms are net 30 days.
- **Document Ownership.** The revised COOP plan, project-related documents, and final deliverables will remain the property of Fort Bend County. These documents may not be used by anyone other than the County without written authorization by Fort Bend County.
- **Proposal.** This proposal is based upon our current understanding of the project. Revisions will be subject to mutual agreement on the final work scope/schedule and other technical/management

September 29, 2011

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requirements desired by Fort Bend County. The final approved proposal shall be part of the awarded contract by reference or incorporated as an exhibit.

SAIC is pleased to offer this proposal and is looking forward to the opportunity to continue working with Fort Bend County. If you have questions concerning this letter, please contact the representatives listed below.

**Contractual representative:**


**Ms. Betty Kamara**  
2301 Lucien Way, Suite 120  
Maitland, FL 32750  
Phone: (321) 441-8518  
Fax: (321) 441-8501  
E-mail: [betty.v.kamara@saic.com](mailto:betty.v.kamara@saic.com)

**Technical representative:**

**Ms. Courtney Ring**  
3200 Southwest Freeway, Suite 3300  
Houston, TX 77027  
Phone: (713) 253-9683  
Fax: (321) 441-8501  
E-mail: [courtney.s.ring@saic.com](mailto:courtney.s.ring@saic.com)

Sincerely,

**Science Applications International Corporation**



**Betty Kamara**  
Contracts Administrator

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# EXHIBIT B



November 14, 2011

Mr. Miles Tollison  
Fort Bend County  
Office of Emergency Management  
307 Fort Street  
Richmond, TX 77469

Subject: Additional Consulting Services for the Countywide Continuity of Operations Plan Update Project

Dear Mr. Tollison,

Per our recent discussions during the Continuity of Operations (COOP) project planning meeting, Science Applications International Corporation (SAIC) understands that Fort Bend County (County) is interested in adding additional consulting services to the agreement between SAIC and the County for a County-Wide Continuity of Operations Plan, dated October 25, 2011 (Purchase Order No. 83163).

These additional services include SAIC providing the following:

- COOP Project Kickoff Meeting materials - \$827.00
- Seven additional County departmental COOP annexes, which include: Fairgrounds, Justice of the Peace 1-2, Justice of the Peace 2, Justice of the Peace 3, Justice of the Peace 4, Mental Health Public Defender, and Texas AgriLife Extension Service - \$9,154.00

If the above engagement is acceptable to the County, please acknowledge the County's acceptance by providing an amendment to the aforementioned contract for review and execution.

If you have questions regarding this letter, please contact the representatives listed below.

Contractual representative:

**Ms. Betty Kamara**  
2301 Lucien Way, Suite 120  
Maitland, FL 32751  
Phone: (321) 441-8518  
Fax: (321) 441-8511  
E-mail: [betty.v.kamara@saic.com](mailto:betty.v.kamara@saic.com)

Technical representative:

**Ms. Courtney Ring**  
3200 Southwest Freeway, Suite 3300  
Houston, TX 77027  
Phone: (713) 253-9683  
Fax: (321) 441-8511  
E-mail: [courtney.s.ring@saic.com](mailto:courtney.s.ring@saic.com)

Sincerely,

Science Applications International Corporation

Betty Kamara  
Contracts Administrator