

STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

**AGREEMENT FOR CONSULTING SERVICES
 SOQ 13-085**

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 Third Wave Corporation (hereinafter "Contractor"), a company authorized to conduct business in the State of Texas.

WITNESSETH

WHEREAS, County desires that Contractor provide consulting services related to the purchase of an enterprise content management system (hereinafter "Services") pursuant to SOQ 13-085; 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, Contractor 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

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

Article II. Personnel

2.1 Contractor 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 Contractor 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 Contractor shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Contractor 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 Contractor'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 two hundred and four thousand and four hundred dollars and no/100 (\$204,400). In no case shall the amount paid by County under this Agreement exceed the Maximum Compensation without an approved change order.

3.2 All performance of the Scope of Services by Contractor 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.

3.3 County will pay Contractor based on the following procedures: Upon completion of the tasks identified in the Scope of Services, Contractor 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 such approved invoice within thirty (30) calendar days. County reserves the right to withhold payment pending verification of satisfactory work performed.

Article IV. Limit of Appropriation

4.1 Contractor 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 two hundred and four thousand and four hundred dollars and no/100 (\$204,400), specifically allocated to fully discharge any and all liabilities County may incur.

4.2 Contractor does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Contractor may become entitled to and the total maximum sum that County may become liable to pay to Contractor shall not under any conditions, circumstances, or interpretations thereof exceed two hundred and four thousand and four hundred dollars and no/100 (\$204,400).

Article V. Time of Performance

The time for performance of the Scope of Services by Contractor shall begin with receipt of the Notice to Proceed from County and end no later than one hundred and fifty (150) days thereafter. Contractor shall complete the tasks described in the Scope of Services within this time or within such additional time as may be extended by the County.

Article VI. Modifications and Waivers

6.1 The parties may not amend or waive this Agreement, except by a written agreement executed by both parties.

6.2 No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under this Agreement, and no course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition.

6.3 The rights and remedies of the parties set forth in this Agreement are not exclusive of, but are cumulative to, any rights or remedies now or subsequently existing at law, in equity, or by statute.

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 Contractor 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 Contractor 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 Contractor 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 Contractor 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. Contractor'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 Contractor.

Article VIII. Ownership and Reuse of Documents

All documents, data, reports, research, graphic presentation materials, etc., developed by Contractor 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. Contractor shall promptly furnish all such data and material to County on request.

Article IX. Inspection of Books and Records

Contractor will permit County, or any duly authorized agent of County, to inspect and examine the books and records of Contractor 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, Contractor shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to County. Contractor shall provide certified copies of insurance endorsements and/or policies if requested by County. Contractor shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Contractor shall obtain such insurance written on an Occurrence form 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 including Workers' Compensation written on behalf of Contractor 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, Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time that work under the Agreement is completed.

Article XI. Indemnity

CONTRACTOR SHALL INDEMNIFY AND DEFEND COUNTY AGAINST ALL LOSSES, LIABILITIES, CLAIMS, CAUSES OF ACTION, AND OTHER EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, ARISING FROM ACTIVITIES OF CONTRACTOR, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF CONTRACTOR OR ANY OF CONTRACTOR'S AGENTS, SERVANTS OR EMPLOYEES.

Article XII. Confidential and Proprietary Information

12.1 Contractor 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 Contractor or its employees or agents from County in the performance of this Agreement shall be deemed to be confidential information of County ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor 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 Contractor) publicly known or is contained in a publicly available document; (b) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; or (c) is independently developed by employees or agents of Contractor who can be shown to have had no access to the Confidential Information.

12.2 Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor 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. Contractor 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, Contractor shall advise County immediately in the event Contractor 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 Contractor will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or Contractor against any such person. Contractor agrees that, except as directed by County, Contractor 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, Contractor will promptly turn over to County all documents, papers, and other matter in Contractor's possession which embody Confidential Information.

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

12.5 Contractor 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, Contractor 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 contractor or, where permitted, of its subcontractors.

13.2 Contractor 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. Notices

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

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

County: Fort Bend County Information Technology Department
301 Jackson Street
Richmond, Texas 77469

With a copy to: Fort Bend County
Attn: County Judge
301 Jackson Street, Suite 719
Richmond, Texas 77469

Contractor: Third Wave Corporation
11400 W. Olympic Blvd., Suite 200
Los Angeles, California 90064

14.3 A Notice is effective only if the party giving or making the Notice has complied with subsections 14.1 and 14.2 and if the addressee has received the Notice. A Notice is deemed received as follows:

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

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

Article XV. Compliance with Laws

Contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals

in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required by County, Contractor shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

Article XVI. Performance Warranty

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

16.2 Contractor warrants to County that the Services will be free from material errors and will materially conform to all requirements and specifications contained in the attached Exhibit A.

Article XVII. Assignment and Delegation

17.1 Neither party may assign any of its rights under this Agreement, except with the prior written consent of the other party. That party shall not unreasonably withhold its consent. All assignments of rights are prohibited under this subsection, whether they are voluntarily or involuntarily, by merger, consolidation, dissolution, operation of law, or any other manner.

17.2 Neither party may delegate any performance under this Agreement.

17.3 Any purported assignment of rights or delegation of performance in violation of this Section is void.

Article XVIII. Applicable Law

The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity.

Article XIX. Successors and Assigns

County and Contractor 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. Third Party Beneficiaries

This Agreement does not confer any enforceable rights or remedies upon any person other than the parties.

Article XXI. Severability

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

Article XXII. 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 Contractor 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 XXIII. Captions

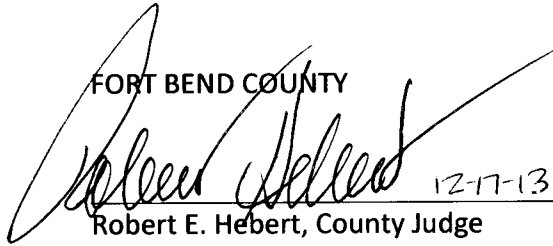
The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.

Article XXIV. Conflict

In the event there is a conflict between this Agreement and the attached exhibits, this Agreement controls.

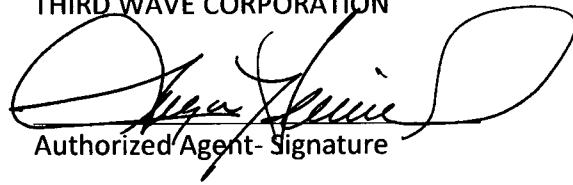
IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the 17 day of December, 2013.

FORT BEND COUNTY


Robert E. Hebert, County Judge

12-17-13

THIRD WAVE CORPORATION


Authorized Agent- Signature

Sergio Hernandez

Authorized Agent- Printed Name

Executive Vice President

Title

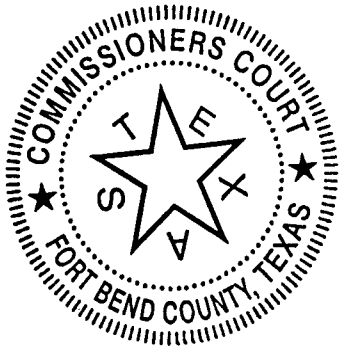
December 13, 2013

Date

ATTEST:



Dianne Wilson, County Clerk



AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$204,400⁰⁰ to accomplish and pay the obligation of Fort Bend County under this contract.

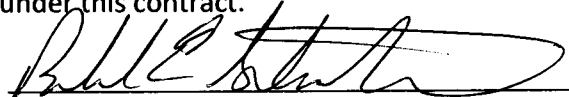
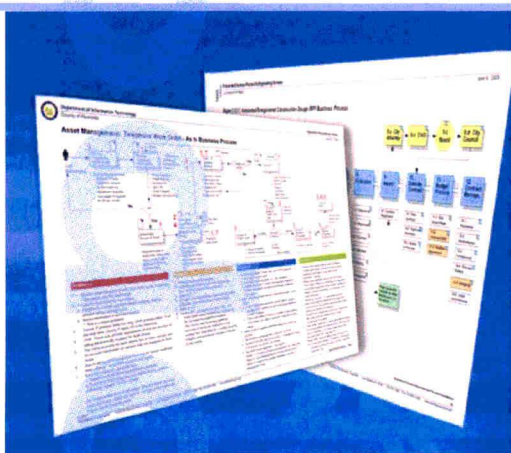
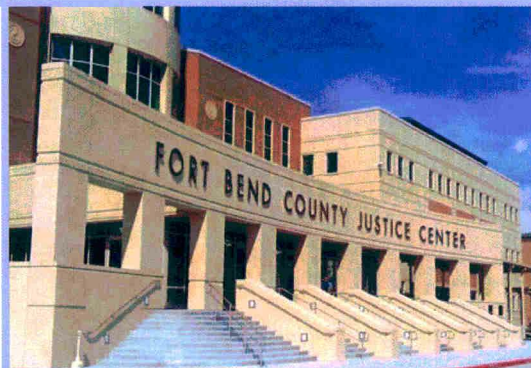

Robert Edward Sturdivant, County Auditor

EXHIBIT A



Request for Statement of Qualifications: Professional Consultant - Enterprise Content Management, SOQ 13-085

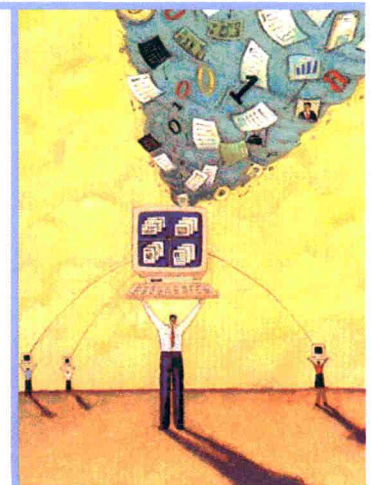
Interview Presentation for Fort Bend County
November 25, 2013 V3



**25
YEARS**

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ThirdWave Corporation
Information Systems Intelligently Applied
11400 W. Olympic Blvd. Suite 200
Los Angeles, CA 90064
www.ThirdWaveCorp.com
310.914.0186





November 25, 2013

Gilbert D. Jalomo, Jr., CPPB
County Purchasing Agent
Fort Bend County, Texas
301 Jackson, Suite 201
Richmond, Texas 77469
Gilbert.Jalomo@fortbendcountytx.gov

Subject: ThirdWave Corporation Proposal

Reference: SOQ 13-085: Professional Consultant – Enterprise Content Management

Dear Mr. Jalomo,

ThirdWave Corporation is pleased to respond to the Fort Bend County Request for Statement of Qualifications for developing a Professional Consultant to provide Enterprise Content Management services. We have familiarized ourselves with the RFP document and have a thorough understanding of the County's goal and objectives. This proposal represents a supremely qualified firm with all the critical skill sets and subject matter expertise required to deliver a successful project.

- **Strategic Enterprise Content Management Systems¹ (ECMS) requirements definition:** we have identified enterprise-wide ECMS requirements / strategic plans for some of the largest city, county, state and federal agencies in the US since 1987. We have a track record of success carrying out projects throughout the U.S. (i.e., Alaska, California, Florida, Montana, New York, Maryland, Massachusetts, Oregon, Texas and Washington.)
- **A core competency and specialization developing ECMS Roadmaps for local, county, state and federal organizations.** We have a vast body of work spanning 23 years for many small and large cities (e.g., Los Angeles, Sacramento, Las Vegas, NV, Austin, TX, etc.); numerous counties (e.g., Los Angeles, Orange, Stanislaus, Riverside, Galveston, TX, Missoula, MO); several California State Departments (e.g., California Department of Water Resources, CalSTRS, etc.) and federal agencies such as NOAA (with 13 sites on the East / West Coasts). ThirdWave has been a pioneer and leader in ECMS since 1989.
- **Award winning ECMS professional services;** we have received local / national AIIM awards; AIIM International awards, and client Best Practice recognition awards for the successful implementation of enterprise ECMS projects over \$1,000,000 in the public sector. Our strategic / implementation plans are based on in-the-tranches experience not just theory.
- **An award winning requirements definition tool, ThirdWave's patented Rapid Workflow[®] methodology,** which uses a combination of interviews, business process mapping sessions, and focus groups to produce business, functional and technical requirements, cost / benefit analysis, and implementation plans for the successful deployment of enterprise ECMS solutions. This fast, yet comprehensive, methodology has produced many technically viable, financially sound, fully responsive ECMS Roadmaps. This technique engages stakeholders across the organization to define enterprise requirements, build consensus, and articulate a compelling business case for change. It has become a best practice in many local, county and state government agencies throughout the US.

The term ECMS is used to denote some or all required components on an enterprise document and records management system, including software (e.g., Imaging, Document / Records Management, E-Forms / E-Signatures, Automated Workflow, etc.), networking / communications infrastructure, servers, workstations and scanners, as applicable and appropriate.



ThirdWave

Gilbert D. Jalomo, Jr., CPPB
County Purchasing Agent
Fort Bend County, Texas

Page 2 of 2

Subject: ThirdWave Corporation Proposal
Reference: SOQ 13-085: Professional Consultant – Enterprise Content Management

- **25 years of expertise in government procurement practices** *in developing RFPs: assisting in managing the solicitation / selection process; purchasing Business Process Reengineering; and developing one of the most successful on-line bidding systems in the US transportation industry - CAMM-NET, for the Orange County Transportation Authority in California (the 4th largest transit operator in the US). We have extensive experience in producing clear, concise RFPs representing the needs and best interests of our clients.*
- **A viable and stable firm with a 25 year track record of demonstrated capability** to work effectively with government agencies throughout the United States. We have worked with more than 100 government clients and have an enviable record of delivering ECMS projects ***on schedule and/or under budget 100% of the time!***
- **A project team with peerless credentials, experience and professional qualifications.** The ThirdWave Project Manager has 27 years experience in managing successful enterprise government IT projects using the PMBOK methodology. The proposed project team is made up of seasoned technical professionals who will actually perform the Work; we do not use the "bait and switch" tactic often employed by some consulting firms.
- **A long list of highly satisfied clients.** We strongly urge the County to contact our references to validate our professionalism, commitment and the results we have delivered.

ThirdWave offers demonstrated competence, professional qualifications, and most importantly, a proven capability. As the Fort Bend County moves forward with this important project, our firm is poised and ready to deliver. We anxiously await the opportunity to address any questions you may have in a short list interview.

We look forward to providing the same level of success to Fort Bend County as we have done for many other ECMS customers. Thank you for your consideration!

Sincerely,

Roy Hernandez
President / CEO
rhernandez@thirdwavecorp.com



Section 1

Project Scope of Work

1.1 Scope of Work

The following provides a description of the proposed Scope of Work. The proposed project work plan reflects the Phases / Tasks identified in the County's RFP document to ensure the desired project outcomes and success. The work plan also reflects a logical and structured approach for executing the Scope of Work. All of the deliverables identified in the County RFP are addressed in this Proposal.

Each task and subtask in the following work plan will produce a deliverable, e.g., a workshop, document, meeting, presentation, etc. In tasks where the deliverable is a document, ThirdWave will provide an electronic copy, either in MS Word, PowerPoint or a PDF, as appropriate or desired by the County.

Some key draft deliverables will be provided to the County Project Manager for review and comment by appropriate staff, i.e., As-Is Rapid Workflow® business process maps, ECMS Strategic Plan and the ECMS RFP. County review and comment tasks are denoted with the prefix "FBC." Obtaining the client's review and comments on key deliverables is a risk management / quality control technique that will ensure the desired results are obtained as the project proceeds. The following provides a narrative description of proposed tasks that will be carried out in the Scope of Work.





Task 1 Project Management & Coordination

Task 1.1 Project Kick-off Meeting

This task will entail holding no more than five onsite project kickoff meetings over a two day period with the County and ThirdWave's Project Team. A PowerPoint presentation will be produced to review the project goal and objectives, project plan, deliverables, project schedule, ThirdWave and County responsibilities, and the PMBOK™ project management protocol.

Assumptions:

1. *Staff and management representing key departments will attend one of the kick-off meetings. It is important that key stakeholders receive an overview of the project and understand its importance to the future operation and delivery of County services.*
2. *If possible, the project's executive sponsor should initiate this meeting, along with the County Project Manager, to underscore the importance of the project.*
3. *Each meeting will last an hour to an hour and-a-half long depending on questions.*

Deliverable 1.1: Project Kick-off Meeting

Task 1.2 Ongoing Project Coordination

This task will entail holding ongoing project progress and coordination meetings or conference calls with the County's Project Manager at least on a weekly basis at an agreed upon time. This will serve to review / discuss the project's progress, issues identified to date, and plan / prepare for future tasks.

Deliverable 1.2: Ongoing Project Coordination

Task 1.3 Monthly Status Reports

This task will entail providing written progress reports to the County's Project Manager not later than seven days after the end of the reporting month. Progress reports will outline the status of the project, including the following, as appropriate:

- Description of progress made during the reporting period
- Deliverables completed and delivered during the reporting period
- Outstanding issues and recommendations for resolution (if any)
- Scope, cost and schedule integrity status

Deliverable 1.3: Monthly Status Reports

**Task 2 Discovery****Task 2.1 Document Inventory****Task 2.1.1 Hardcopy Document Inventory**

This task will entail carrying out an onsite physical document inventory of existing hardcopy, microfilm and Microfiche documents. The document inventory will use a linear inch approximation method of documents contained in filing cabinets / boxes. The data collected in this task will be used to establish a baseline of quantity / types of documents currently processed and stored by business units. This information will be referenced in subsequent tasks. The following Departments/Locations will be inventoried:

No.	Department / Location	Address	City
1.	Animal Services	1210 Blume Road	Rosenberg
2.	EMS	4332 Hwy 36	Rosenberg
3.	Engineering	1124-52 Blume Road	Rosenberg
4.	Extension	1436 Band Road	Rosenberg
5.	Juvenile	122 Golfview	Richmond
6.	Library	1001 Golfview	Richmond
7.	Tax Office	1317 Eugene Heimann Circle	Richmond
8.	Justice Center	1422 Eugene Heimann Circle	Richmond
9.	Precinct 1 Annex	1517 Eugene Heimann Circle	Richmond
10.	Emily Court	12550 Emily Court	Sugar Land
11.	Precinct 4 Annex	12919 Dairy Ashford	Sugar Land
12.	Precinct 3 Annex	22333 Grand Corner Dr.	Katy
13.	East End Annex	303 Texas Parkway	Missouri City
14.	Missouri City Annex	307 Texas Pkwy.	Missouri City
15.	Travis Building	309 South Fourth	Richmond
16.	JP Precinct 1-1	3114 Rosenberg	Needville
17.	Courthouse	401 Jackson	Richmond
18.	Rosenberg Annex	4520 Reading Road	Rosenberg
19.	Jane Long Annex	500 Liberty	Richmond
20.	OEM	307 South Fort	Richmond
21.	Parks	9555 Highway 6 A	Missouri City
22.	Road & Bridge	201 Payne Lane	Crabb
23.	Sherriff's Office	1410 Williams Way Blvd	Richmond
24.	Gus George Law Enf. Academy	1521 Eugene Heimann Circle	Richmond
25.	Drainage District	1004 Blume Rd.	Rosenberg

Assumptions:

1. The County will make appropriate staff available in each business unit to provide access to document storage locations to the ThirdWave document survey team.
2. ThirdWave will provide the County a spreadsheet where appropriate county staff can gather the quantity of electronic data stored on existing servers and/or document management systems.

Deliverable 2.1.1: Document Inventory

**Task 2.1.2 Compile Document Inventory Data**

This task will entail compiling the data collected in the document inventory, including the following:

- Office / Department / Division
- Inventory Date
- Record Series
- Location of document: Building, floor, areas (as appropriate)
- Format: Letter, Legal, C, D, E paper formats, Microfilm, Microfiche
- Linear Inches (or rolls in the case of Microfilm)
- Total Number of Documents

This information will be used in subsequent tasks in developing the taxonomy.

Deliverable 2.1.2: Document Inventory Summary

Task 2.2 Review Existing ECMS Systems**Task 2.2.1 Develop ECMS Inventory Spreadsheet**

This task will entail carrying out a technical review of the County's existing imaging, document and/or records management systems. The following will be reviewed: existing hardware configuration, peripherals used, and taxonomy used, and the manner in which documents/records are added to each system. A spreadsheet will be produced and provided to the County for filling out.

Assumptions:

1. *The County will make appropriate technical staff available for filling out the inventory spreadsheet.*

Deliverable 2.2.1: ECMS Inventory

FBC T 2.2.1 Fill Out ECMS Inventory

This task will entail appropriate County staff collecting the information identified in the IT/ECMS inventory spreadsheet, which will be transmitted to ThirdWave within a mutually agreed upon time (as articulated in the final Project Schedule).

FBC Deliverable 2.2.1: County Staff Fill Out ECMS Inventory

Task 2.2.2 Compile ECMS Inventory Data

This task will entail compiling and documenting the results of the IT/ECMS inventory to perform a preliminary technical assessment of the County's current document management system: and the technical platform of existing ECMS technologies. This discovery document will be generally referred to in subsequent project tasks but specifically be referenced in the Strategy & Implementation task.

Deliverable 2.2.2: ECMS Inventory Summary

**Task 2.3 Online ECMS Staff Survey****Task 2.3.1 Produce Online ECMS Staff Survey**

This task will entail carrying out a review of the County's existing Document / Records Management processes, procedures and practices. ThirdWave will collect data on these issues via an online Document / Records Management Survey. The two-part survey will address:

- Manual and electronic document management issues, e.g., document imaging, taxonomies with the existing document management systems (if applicable), processing, storage, access, retrieval, and collaboration from perspective staff;
- Records Management issues, e.g. the existence and use of a standard taxonomy document classification / indexing standards, records retention and destruction schedules.

Using a customized (brief) survey approved by the County, appropriate staff / management will be asked to provide their input on what they feel are the most important features required by a system to fully implement and effectively support County-wide document and records management short and long term needs.

Assumptions:

1. *The Document / Records Management Survey will be produced using SurveyMonkey (a popular online survey tool). A link will be provided to the County Project Manager, who will provide it to appropriate County IT Staff to post the survey on the County's Intranet website for staff to respond to. If the County does not have an Intranet site, a link will be provided where County staff can take the survey.*
2. *The project's Executive Sponsor will underscore the importance of filling out the survey to Department Heads, who will encourage their staff to reply.*

Deliverable 2.3.1: Online ECMS Staff Survey**FBC T 2.3.1 Fill-out Online ECMS Survey**

This task will entail the County posting the Document Management Survey on the County Intranet so staff can provide their input. Unless otherwise agreed, the review and comments will be provided within the turn-around time specified in the Project Schedule, i.e., ten (10) working days.

FBC Deliverable 2.3.1: County Staff Fill Out ECMS Survey**Task 2.3.2 Compile ECMS Survey**

This task will entail compiling the data collected in the survey and producing a summary of findings. This information will be referenced in subsequent project tasks.

Deliverable 2.3.2: ECMS Survey Findings

**Task 3 Business, Functional and Technical Requirements****Task 3.1 Management Requirements****Task 3.1.1 Provide Management Interview Questionnaire**

This task will entail soliciting input from County Management (department heads) to get a management perspective of general organizational, operational and technology challenges facing the County's business units with regards to document / records management. Management input on high level business and service delivery requirements will be gathered via the use of an on-line questionnaire approved by the County. Issues to be discussed include:

- The biggest business operational and / or service delivery challenges in the next 5 years;
- The most significant technical challenges facing that department's ability to effectively manage documents and records; and,
- The adequateness of existing imaging systems and the IT organization's knowledge, skills and abilities with regards to ECMS.

Assumptions:

1. SurveyMonkey will be used as the data collection tool A link will be provided to County to be placed on the County's Intranet.

Deliverable 3.1.1: Management Interviews**FBC T 3.1.1 County Management Fill Out Questionnaire**

This task will entail the County posting the Management Requirements Online Survey on the County Intranet so department heads can provide their input. Unless otherwise agreed, the management surveys will be filled out within the turn-around time specified in the Project Schedule, i.e., five (5) working days.

FBC Deliverable 3.1.1: Filled Out Questionnaires**Task 3.1.2 Compile Management Input**

This task will entail compiling management responses to produce the management interview summary deliverable. The findings in this deliverable will be referenced and used to produce the subsequent deliverables.

Deliverable 3.1.2: Management Interviews Summary**FBC 3.1.2 County Review & Comment**

County staff will review the draft deliverable and provide comments/suggested revisions. County comments will be reconciled / consolidated by the County Project Manager into one set of comments, and transmitted to ThirdWave. The review/comments will be provided within the turn-around time specified in the Project Schedule, i.e., five (5) working days.

FBC Deliverable 3.1.2: Comments



Task 3.1.3 Incorporate Comments

This task will entail incorporating the County's comments and incorporating them to produce the final Rapid Workflow process maps and requirements.

Deliverable 3.1.4: Management Interviews Summary

Task 3.2 As-Is Business Process Analysis

Task 3.2.1 Rapid Workflow® As-Is Workshops

This task will entail holding As-Is business process workshops for mission critical business processes to review existing requirements and identify business, functional and technical challenges, inefficiencies and opportunities for improvement. One business process will be assessed per workshop.

For the purpose of this proposal, ThirdWave has assumed holding three to four-hour onsite workshops. The final specific ECMS workshops will be determined by the County, as will the participants for the workshops. The As-Is workshops will be held with staff / supervisors that are knowledgeable and experienced with the mission critical business processes being mapped, which will include a review of management policies, operational business processes and the business challenges facing the existing process. The workshop agenda will consist of the following:

1. ***As-is Business Process Mapping***, a high level map of the existing document / records management business process steps, including an illustration of functional / operational workflows, process steps, staff involved, systems used, and documents created, processed, stored and managed.
2. ***Identify problem areas***, including existing management, operational and/or Information Technology disablers, e.g., business process bottlenecks, inefficiencies, disconnects, or inhibitors to providing superior business performance and/or customer service.
3. ***Identify the impacts*** of each problem, e.g., duplication of effort, redundant costs, time inefficiencies, searching for misplaced documents, document processing delays, system performance, poor customer service, etc.
4. ***Identify potential solutions***, organizational change, business process change, the revision of existing policies and practices, introduction of strategic / enterprise ECMS solutions and related modules (document management, records management, automated workflow, E-Forms, and / or E-Signatures).
5. ***Identify potential benefits***, qualitative / quantitative benefits of the proposed solutions if they are implemented.

ThirdWave reviewed the organizational structure of the County and combined similar departments into common workshops. We have assumed holding **thirty-two (32)** four-hour Rapid Workflow® workshops and **nine (9)** one-hour Rapid Workflow® Focus Groups with the following business units:



Rapid Workflow® Workshops (4 hour)

1. Auditor
2. Budget Office
3. Child Support
4. Commissioner Precinct 1 - 4
5. Community Development
6. Constable Precinct 1 - 4
7. County Attorney
8. County Clerk/District Clerk
9. County, District & Associate Judges
10. County Judge
11. District Attorney
12. Drainage District
13. Elections
14. Emergency Management
15. Engineering/Recycling
16. Facilities Management and Planning
17. Parks/Fairgrounds
18. Human Resources
19. Information Technology
20. Justice of the Peace Precinct 1, Place 1 / 2, 2, 3,4,Truancy Court
21. Juvenile Probation
22. Library
23. Public Transportation
24. Purchasing Agent
25. Records Management
26. Risk Management
27. Road and Bridge / Vehicle Maintenance
28. Sheriff's Office
29. Tax Assessor-Collector
30. Treasurer
31. Health & Human Services/Clinical Health Services
32. Emergency Medical Services

Rapid Workflow Focus Groups (1 hour)

1. Animal Services
2. Bail Bond Board
3. Behavioral Health Services
4. Environmental Health
5. Fire Marshal
6. Indigent Health Care
7. Mental Health Public Defender's Office
8. Sheriff's Office Civil Service Commission
9. Social Services / Veterans Service



The Rapid Workflow[®] data will produce a comprehensive set of business, functional and technical ECMS requirements for strategic recommendations and implementation plan. This data will be used to prioritize technology solutions, performance criteria, and implementation sequencing of a new content management program, process, policies and practices.

Deliverable 3.2.1: As-Is Business Process Workshops (32) & Focus Groups (9)

Task 3.2.2 Document Rapid Workflow[®] As-Is Workshops and Focus Groups

This task will include documenting the data collected in the As-Is workshops, and Focus Groups including the following:

- List of attendees in the Rapid Workflow[®] session
- The As-Is Business Process Map
- Problem, Impact, Solution and Benefit statements

The Focus Group documentation will not include a business process map.

Rapid Workflow[®] / Focus Group notes will be provided to the County Project Manager for distribution to the participants of each group for review, comments and/or corrections.

Deliverable 3.2.2: Draft As-Is Business Process Maps & Focus Group Write-Ups

FBC 3.2.2 County Review & Comment

County staff will review the draft deliverable and providing comments / suggested revisions. County comments will be reconciled / consolidated by the County Project Manager into one set of comments, and transmitted to ThirdWave. The review / comments will be provided within the turn-around time specified in the Project Schedule.

FBC Deliverable 3.2.2: Comments

Task 3.2.3 Incorporate Comments

This task will entail incorporating the County's comments to produce the final Rapid Workflow[®] process maps and requirements.

Deliverable 3.2.3: As-Is Business Process Maps * Focus Group Findings

Task 3.3 Technology Requirements Focus Groups

Task 3.3.1 Hold ECMS Technology Focus Groups

This task will entail holding four IT focus groups with County IT staff to address a variety of key technology issues that may have a bearing on the ECMS. Four (4) 2-hour workshops will be facilitated using focus group data collection techniques to identify requirements regarding the following:

- Infrastructure to support the ECMS
- ECMS applications: Enterprise, Departmental and E-Government



- ECMS knowledge, skills and abilities of County IT staff
- ECMS disaster recovery

Assumptions:

1. *Appropriate County IT staff will participate in each of the workshops based on the subject being addressed.*

Deliverable 3.3.1: ECMS Technology Focus Groups**Task 3.3.2 Draft ECMS Technology Findings**

This task will entail documenting the input from the IT Focus Groups in a summary document. The notes will be provided to the participants for review and comments.

Deliverable 3.3.2: Draft ECMS Technology Requirements**FBC 3.3.2 County Review & Comment**

This task will entail appropriate County staff reviewing the draft deliverable and providing comments and suggested revisions. Comments, revisions and corrections to the draft deliverable will be reconciled and consolidated by the County Project Manager into one set of comments being transmitted to the ThirdWave Project Manager. Unless otherwise agreed, the review and comments will be provided within the turn-around time specified in the Project Schedule, i.e., five (5) working days.

FBC Deliverable 3.3.2: Comments**Task 3.3.3 ECMS Technology Requirements**

This task will entail incorporating the comments provided by the County to produce the final task deliverable. This information will be referenced in subsequent project tasks.

Deliverable 3.3.3: ECMS Technology Requirements**Task 4 Enterprise ECMS Strategic Plan****Task 4.1 Draft Enterprise ECMS Strategic Plan**

Drawing on the findings from the previous tasks, this task will entail developing enterprise ECMS findings, recommendations and a ECMS Strategic Plan. The ECMS strategy will address the following:

- Summary of Findings: The recommendations document will articulate the ECMS requirements for each County Department presented in a number of ways, including:
 - Sorted Summary of Enterprise ECMS Requirements
 - ECMS Requirements by Department
 - Prioritized ECMS Requirements by Department
- ECMS Strategy
 - Imaging Strategy
 - Content Management Strategy



- Records Management Strategy
- Backfile Conversion Strategy
- Organizational Change Management Strategy
- Technology Strategy
 - Infrastructure
 - Hardware
 - ECMS Software
 - Peripherals
 - Training
 - Sustainability Staffing

The draft ECMS Strategic Plan will be provided to the County Project Team for their review and comments.

Deliverable 4.1: Draft ECMS Strategic Plan

FBC 4.1 County Review & Comment

This task will entail appropriate County staff reviewing the draft deliverable and providing comments and suggested revisions. Comments, revisions and corrections to the draft deliverable will be reconciled and consolidated by the County Project Manager into one set of comments being transmitted to the ThirdWave Project Manager. Unless otherwise agreed, the review and comments will be provided within the turn-around time specified in the Project Schedule.

FBC Deliverable 4.1: Comments

Task 4.2 Enterprise ECMS Strategic Plan

This task will entail incorporating the comments provided by the County to produce the final ECMS Strategic Plan deliverable.

Deliverable 4.2: ECMS Strategic Plan

Task 5 ECMS Implementation Plan

Task 5.1 Draft ECMS Implementation Plan

Drawing on the findings from the previous tasks, this task will entail developing an enterprise ECMS Implementation Plan. This document will address the following items:

- ***Scope of Work:*** including ECMS implementation services as appropriate (installation, configuration, customization, integration, testing, cut-over/Go-Live, and training) and backfile conversion (including the backfile conversion priority for County business units and quantities of hardcopy, microfilm, Microfiche documents and documents in existing imaging / document management systems, as appropriate).
- ***Proposed high-level implementation schedule:*** including a phased and prioritized deployment sequence for all County business units based on whatever criteria is developed in the ECMS Strategy.



- **Budget Cost Estimate:** including a total budget estimate for hardware, software, peripherals, professional services including ECMS implementation services as appropriate (installation, configuration, customization, integration, training) and backfile conversion. One time and ongoing costs will be identified.
- **Benefits:** including a list of potential quantitative and qualitative benefits as identified in the Rapid Workflow® Impact and Benefits Statements.

Deliverable 5.1: Draft ECMS Implementation Plan**FBC 5.1 County Review & Comment**

This task will entail the County Project Manager and Steering Committee reviewing the draft deliverable and providing comments and suggested revisions. Comments, revisions and corrections to the draft deliverable will be reconciled and consolidated by the County Project Manager into one set of comments being transmitted to the ThirdWave Project Manager. Unless otherwise agreed, the review and comments will be provided within the turn-around time specified in the Project Schedule.

FBC Deliverable 5.1: Comments**Task 5.2 Enterprise ECMS Implementation Plan**

This task will entail incorporating the comments provided by the County to produce the final Enterprise ECMS Implementation Plan.

Deliverable 5.2: Enterprise ECMS Implementation Plan**Task 5.3 ECMS Strategic Plan Executive Presentation****Task 5.3.1 Produce ECMS Strategy & Implementation Plan Presentation**

This task will entail producing an executive level PowerPoint presentation of the County's ECMS Strategy & Implementation Plan. This presentation will parallel the content of the ECMS Implementation Plan.

Deliverable 5.3.1: ECMS Executive Presentation**FBC 5.3.1 County Review & Comment**

This task will entail appropriate County staff reviewing the draft deliverable and providing comments and suggested revisions. Comments, revisions and corrections to the draft deliverable will be reconciled and consolidated by the County Project Manager into one set of comments being transmitted to the ThirdWave Project Manager. Unless otherwise agreed, the review and comments will be provided within the turn-around time specified in the Project Schedule, typically five (5) to ten (10) working days.

FBC Deliverable 5.3.1: Comments



Task 5.3.2 Present ECMS Strategy & Implementation Plan Executive Presentation

This task will entail incorporating the comments provided by the County to produce the final task deliverable. This task will entail providing the ECMS Strategy & Implementation Plan presentation to County executives / management as determined by the County Project Manager.

Assumption:

- 1. The presentation will be provided onsite once as determined by the County.*

Deliverable 5.3.2: Executive ECMS Presentation



1.2 Optional Tasks

Option 1 Develop ECMS RFP

Task O 1.1 Develop Request for Proposal (RFP)

Task O 1.1.1 Draft ECMS Request for Proposal

This task will entail developing an ECMS RFP for the solicitation of competitive bids. ThirdWave will produce the technical section of a Request For Proposal (RFP) document that is responsive to the business, functional and technical requirements identified in the course of the project, including the following sections:

Enterprise ECMS RFP Sections

- Goals & Objectives
- Scope of Work
- Functional and Technical Requirements
- Implementation Time Table
- Deliverables
- Vendor Qualifications
- Description of the Bid Evaluation Process
- Responsibilities of all the Parties (provided by County)

Assumptions:

1. The County will address and provide the content for all administrative, contractual and non-ECMS related issues in the RFP document, i.e., Terms & Conditions, Professional Services Agreements, etc.
2. ThirdWave will communicate with appropriate Purchasing staff as required so that the technical portion of the ECMS RFP meshes with the County's standard RFP document / template.

Deliverable O 1.1.1: Draft ECMS RFP

FBC O 1.1.1 County Review & Comment

This task will entail appropriate County staff reviewing the draft deliverable and providing comments. Comments, revisions and corrections to the draft deliverable will be reconciled and consolidated by the County's Project Manager into one set of comments being transmitted to the ThirdWave Project Manager. Unless otherwise agreed, the review and comments will be provided within the turn-around time specified in the Project Schedule.

FBC Deliverable O 1.1.1: Comments

Task O 1.1.2 ECMS Request For Proposal

This task will entail incorporating the comments provided by the County to produce the final ECMS RFP document deliverable. ThirdWave will provide electronic copies of the final ECMS RFP in PDF and native MS Word formats



once all corrections and revisions have been incorporated into the final deliverable document.

Deliverable O 1.1.2: ECMS Request For Proposal

Option 2 Procurement Assistance

Task O 2.1 Bidding Assistance, Classifications, Addenda

This task will entail ThirdWave working with the County Project Manager and Selection Committee to provide assistance on the following activities during the solicitation phase:

- Assist in preparing for, and participating in, the pre-bid conference;
- Assist in responding to technical questions by Vendors / Integrators, as appropriate and directed by the County;
- Assist in reviewing RFP Addenda issued in response to vendor questions.

Assumptions:

1. *The County will address all administrative, contractual and non-ECMS related questions in Addenda.*

Deliverable OT 3.1: Solicitation Assistance

Task O 2.2 Proposal Evaluation

This task will entail ThirdWave assisting the County in the process of evaluating bids and the selection of the ECMS Integrator / Vendor. ThirdWave will assist in reviewing the bids received and providing input to the selection committee, as the County deems appropriate. ThirdWave will also develop a proposal scoring matrix to assist in carrying out a structured, transparent and well-documented evaluation.

Deliverable OT 3.2: Assist with Proposal Evaluations

Task O 2.3 Systems Demonstrations / Benchmarking

This task will entail ThirdWave working with the County's Project Manager and Selection Committee to provide assistance during the vendor interviews and demonstration phase. Working with appropriate County staff, this task will entail developing vendor demonstration agendas (or benchmark scripts) and attending the ECMS Vendor demonstrations. The demo scripts will address key functional requirements, and will be provided to vendors so that all demonstrations adhere to the same benchmark. The demonstration agenda will be developed to ensure that ECMS Vendors address the complete spectrum of County business requirements. A unified vendor evaluation sheet will also be produced as part of this task, paralleling the demonstration / benchmarking scripts.



Assumptions:

1. This task assumes that ThirdWave will attend up to four (4) vendor demonstrations at the County.

Deliverable T O 2.3: Systems Benchmarking

Task O 2.4 Installed ECMS Site Visits

This task will entail ThirdWave working with the County Project Manager and Selection Committee to provide assistance in carrying out site visits of system installations of other similar agencies – a common practice in the procurement of enterprise ECMS. Site visits allow the County selection committee to ask end users direct / candid questions regarding system functionality, vendor capabilities and implementation lessons learned – offering valuable information not typically provided by ECMS software vendors / integrators.

ThirdWave will provide the following activities with regards to the site visits:

- Assist in developing the agenda and specific implementation site visits questions
- Prepare appropriate score sheets to be used during the site visits
- Participate in a support role in responding to questions customer site visit personnel may have of the County prior to the site visits

Deliverable O 2.4: Installed ECMS Site Visits

Task O 2.5 Vendor / Systems Selection

This task will entail ThirdWave working with the County Project Manager and Selection Committee to provide assistance in the following activities during the Vendor / Integrator evaluation / selection phase:

- Compile all score cards from the previous Vendor / Integrator evaluation activities (proposal evaluations, customer references, site visits and interviews / benchmarks) and compile them into one summary evaluation for the County's PM / Selection Committee's reference and use.

Deliverable O 2.5: Vendor / System Evaluation & Selection Assistance

Task O 2.6 Contract Negotiation

This task will entail ThirdWave assisting the County in reviewing and negotiating the ECMS contract with the successful Vendor. The contract will include, among other items,

- Project milestones and deliverables in conjunction with payment terms
- Products and Services
- Costs
- System warranties
- Estimated required resources by phase
- Performance bonds (if applicable)
- Detailed responsibilities of all parties



ThirdWave will work with the County Project Manager and Selection Committee to provide assistance in the following activities during contract negotiations:

- Act as a resource to the County PM and Selection Committee for general counsel on issues related to technical or contractual issues, questions or clarifications, and/or technical terms and conditions that are in the best interest of the County.
- Participate in contract negotiations meetings / conference calls if deemed appropriate and necessary.

Assumptions:

1. *ThirdWave's assistance on this task will be limited to technical issues related to systems, systems implementation, technical resource requirements, vendor implementation performance, pricing options, and the roles and responsibilities of all parties during the implementation phase. ThirdWave will not address general legal issues and/or existing purchasing policies and practices that are in place currently at the County.*
2. *ThirdWave's role on this task will be to leverage our technical experience and expertise in the ECMS industry and subject matter expertise in government procurements, to protect the best interest of the County, mitigate risk in the implementation phase, and help secure the best value for the County.*

Deliverable O 2.6: Contract Negotiations Assistance

Option 3 ECMS Taxonomy

Task O 3.1 Review Records Retention Schedule

This task will entail a review of the County's existing Records Retention Schedules, specifically the document / record types used. This task will allow the project team to gain a baseline understanding of the County's existing standards.

Deliverable O 3.1: Review Existing Records Retention Schedule

Task O 3.2 Prepare Taxonomy Spreadsheet

This task will entail preparing a series of spreadsheets for each of the County Departments / functions that will have a classification session. ThirdWave will use the data from the document inventory, the Rapid Workflow® workshops and the Records Retention Schedules to produce a first cut of the classification schema. The taxonomy spreadsheet will be provided to the County so that department staff may review the document types prior to the workshops.

Deliverable O 3.2: Taxonomy Spreadsheet

**Task O 3.3 Taxonomy Development****Task O 3.3.1 Hold Taxonomy Workshops**

This task will entail holding classification working sessions with the appropriate functions / business units to produce a document classification schema. The number of workshops typically reflects the number of departments and divisions within each department. The actual number will parallel the Rapid Workflow® workshops. The following data will be collected in collaboration with stakeholders.

Document / Records Classification

- Function Process / Activity (Department / Division)
- Document Type (Record Series)
- Document Classes (documents / records belonging to a document type)

Indexing Values

- Index Values: Up to three (3) attributes for documents / records to facilitate easy and fast document storing and retrieval from the ECMS
- Record Custodians
- Confidential? Y or N
- Scan Documents as part of a back file conversion effort? (Y or N) This will only be done if back file conversion will be part of the County's RFP document or ECMS implementation plan.

Assumptions:

1. *To minimize the timeline, to the extent possible, two workshops will be held per day from Monday to Friday until all of the workshops have been held.*
2. *The County will schedule the classification sessions. Delays in the County's ability to make staff available for the workshops will delay the completion of the work.*
3. *Workshop participants will be highly knowledgeable and experienced with the document being reviewed for classification. There should be sufficient participants in the workshops to represent all document types being examined.*
4. *Workshops rooms will be large enough to comfortably hold the number of participants and must have a blank wall big enough to project onto.*
5. *The County will provide an RGB projector for the workshops. ThirdWave will provide a notebook computer.*

Deliverable O 3.3.1: Taxonomy Workshops**Task O 3.3.2 Document Taxonomy**

Using the data collected in the classification sessions with stakeholders, this task will entail developing a high-level classification schema for the documents reviewed. Documents / records will be separated into logical groups to produce a taxonomy hierarchy organized into the following:

- Function Process / Activity (Department / Division)
- Document Type (Record Series)



- Document Classes (documents / records belonging to a document type)
- Index values (key words)

Deliverable O 3.3.2: Draft Taxonomy**FBC O 3.3.2 County Review & Comment**

This task will entail appropriate County staff reviewing the draft deliverable and providing comments and suggested revisions. Comments, revisions and corrections to the draft deliverable will be reconciled and consolidated by the County's Project Manager into one set of comments being transmitted to the ThirdWave Project Manager. The review and comments will be provided within five (5) working days.

FBC Deliverable O 3.3.2: Comments**Task O 3.3.3 Final Taxonomy**

This task will entail taking the feedback from the stakeholder review sessions and incorporating it to produce a final standard document / records classification schema.

Deliverable O.3.3.3: ECMS Taxonomy**Option 4 To-Be Process Mapping****Task O 4.1 Future-State Workflow Automation****Task O 4.1.1 Hold To-Be Rapid Workflow® Process Modeling Workshops**

This task will entail holding To-Be, or future state, business process workshops. This task is not proposing to hold To-Be workshops for all As-Is workshops held as part of the first phase of the project. **Instead of holding the same number To-Be workshops as the number of As-Is workshops, ThirdWave is proposing only holding To-Be workshops for business processes where Automated Workflow is a key component of the ECMS solution.**

The process maps from the As-Is Rapid Workflow® sessions (and other tasks where appropriate, i.e., the ECMS End User Survey) will be referenced to identify which business processes are the best candidates for To-Be business process mapping. This approach will substantially contain project costs and shorten the timeline.

We have assumed offering the option of **holding up to ten (10) To-Be Rapid Workflow® sessions**, each lasting between 2 to 3 hours, depending on the business process being addressed. The To-Be working sessions will modify the As-Is business process map, as appropriate, reflecting the most responsive and appropriate deployment of an enterprise ECMS (imaging, automated workflow and electronic document management, e-forms and/or e-signatures, as appropriate) and produce a revised business processes.

Deliverable O 4.1.1: To-Be Rapid Workflow® Business Process Models



Task O 4.1.2 Document To-Be Rapid Workflow® Process Modeling Sessions

This task will entail documenting the results from the Rapid Workflow® To-Be sessions, including the following:

- List of attendees in the Rapid Workflow® session;
- To-Be Business Process Map;
- Functional Requirements;
- Technology Requirements;
- Users: including Business Process Owner and Participants;
- Functions: denoting whether a document is processed, released to the EDMS, a report is created, or interfaced to other systems;
- ECMS Technologies: required for each step in the automated process, e.g., Imaging, Automated Workflow, Document Management, Records Management, E-Forms, or E-Signatures.

A draft of this document will be provided to the County for review and comments.

Deliverable 3.2.2: Draft To-Be Rapid Workflow Process Models

FBC O 4.1.2 FBC Review & Comment

This task will entail appropriate County staff reviewing the draft deliverable and providing comments and suggested revisions. Comments, revisions and corrections to the draft deliverable will be reconciled and consolidated by the County Project Manager into one set of comments being transmitted to the ThirdWave Project Manager. Unless otherwise agreed, the review and comments will be provided within the turn-around time specified in the Project Schedule, typically five (5) to ten (10) working days.

FBC Deliverable O 4.1.2: Comments

Task O 4.1.3 Incorporate Comments

This task will entail incorporating the comments provided by the County to produce the final to-be business process maps reflecting the future state business process using ECMS technologies.

Deliverable O 4.1.3: To-Be Rapid Workflow® Process Models Document



Section 2

Project Schedule

2.1 Project Schedule

ThirdWave uses formal MS Project schedules to manage all of our projects, and one will be developed for this project.

The schedule identifies the project Work Breakdown Structure of all project phases, tasks and subtasks, the beginning and completion of each task and corresponding deliverables. The Schedule will also indicate instances where the County will be provided deliverables for review and comment, identified with the prefix "FBC."

ThirdWave believes a reasonable timeline for the execution of the project is:

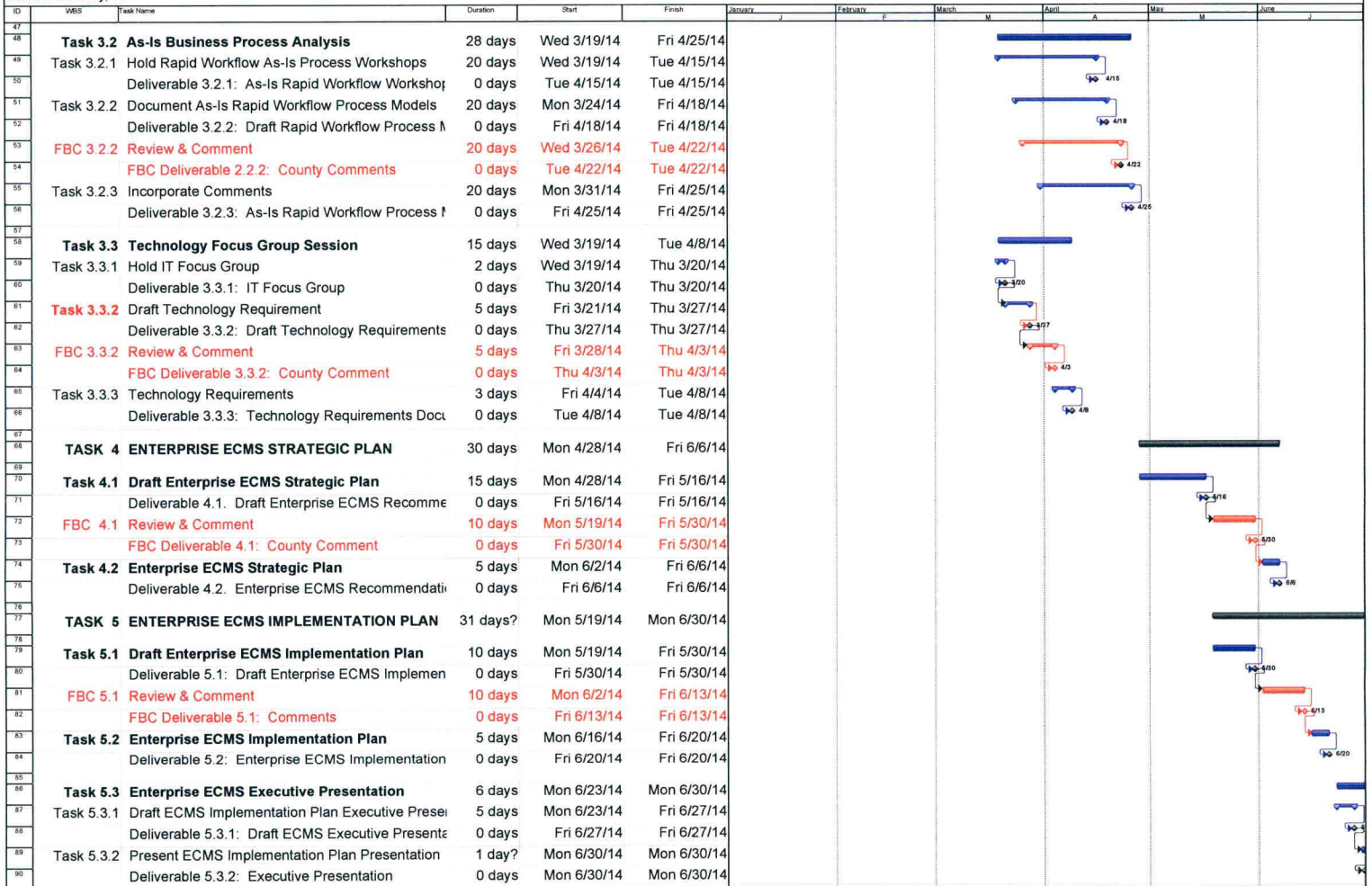
- 6 months for the ECMS Strategy and Implementation Plan, including business, functional and technical requirements, and,
- Approximately 3 months for the procurement phase, including RFP development and solicitation phase.





Enterprise Content Management, SOQ 13-085
Fort Bend County, TX

Preliminary Project Schedule





Section 3

Cost Proposal

3.1 Proposed Project Budget

The following provides the cost proposal to execute the required services for Fort Bend County's project. The following costs include all direct and travel cost. The proposed services will be carried out on a **Fixed Fee basis; any additional work will be carried after a mutually agreed upon additional cost.**

Figure 3.1.1: ECMS Strategy & Implementation Plan Payment Summary

Task 1	Project Management	20,666
Task 2	Discovery	34,653
Task 3	Business, Functional & Technical Requirements	84,992
Task 4	Enterprise ECMS Strategic Plan	32,181
Task 5	Enterprise ECMS Implementation Plan	31,908
TOTAL COST		\$ 204,400

The figure below provides the costs for the scope of work options as requested by the County in this proposal.

Figure 3.1.2: Summary of Proposed Work and Optional Tasks

Phase 1:	ECMS Strategy & Implementation Plan	204,400
Option 1:	Develop ECMS RFP	22,794
Option 2:	Procurement Assistance	48,863
Option 3:	ECMS Taxonomy	77,314
Option 4:	To-Be Process Mapping	12,533



Figure 3.1.3: ECMS Strategy & Implementation Plan Payment Schedule

Phase	Tasks & Deliverables	Labor	Travel	Sub	Task Cost
Task 1	Project Management				20,666
Task 1.1	Project Kick-off Meeting Deliverable 1.3: Project Kick-off Meeting	5,760	3,386		9,146
Task 1.2	Ongoing Project Coordination Deliverable 1.2: Ongoing Project Coordination	5,760	0		5,760
Task 1.3	Monthly Status Reports Deliverable 1.3: Monthly Status Reports	5,760	0		5,760
Task 2	Discovery				34,653
Task 2.1	Document Inventory Task 2.1.1 Hardcopy Document Inventory Deliverable 2.1.1: Document Inventory				26,626
	Task 2.1.2 Compile Document Inventory Data Deliverable 2.1.2: Document Inventory Summary	10,950	8,376	19,326	
	Task 2.1.2 Compile Document Inventory Data Deliverable 2.1.2: Document Inventory Summary	7,300	0	7,300	
Task 2.2	Review Existing ECMS Inventory / Systems Task 2.2.1 Develop ECMS Inventory Spreadsheet Deliverable 2.2.1: ECMS Inventory				3,093
	Task 2.2.2 Compile ECMS Inventory Data Deliverable 2.2.2: ECMS Inventory Summary	1,738	0	1,738	
	Task 2.2.2 Compile ECMS Inventory Data Deliverable 2.2.2: ECMS Inventory Summary	1,355	0	1,355	
Task 2.3	Online ECMS Staff Survey Task 2.3.1 Online ECMS Staff Survey Deliverable 2.3.1: Online ECMS Staff Survey				4,934
	Task 2.3.2 Compile ECMS Survey Deliverable 2.3.2: ECMS Survey Findings	1,858	0	1,858	
	Task 2.3.2 Compile ECMS Survey Deliverable 2.3.2: ECMS Survey Findings	3,076	0	3,076	
Task 3	Business, Functional & Technical Requirements				84,992
Task 3.1	Management Interviews Task 3.1.1 Provide Online Management Questionnaire Deliverable 3.1.1: Management Interviews				9,696
	Task 3.1.2 Compile Management Interviews Deliverable 3.1.2: Management Interviews Summary	2,904	0	2,904	
	Task 3.1.2 Compile Management Interviews Deliverable 3.1.2: Management Interviews Summary	4,528	0	4,528	
	Task 3.1.3 Incorporate Comments Deliverable 3.1.3: Management Interview Summary	2,264	0	2,264	

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Phase	Tasks & Deliverables	Labor	Travel	Sub	Task	Cost
Task 3.2	As-Is Business Process Analysis					60,694
Task 3.2.1	Rapid Workflow® As-Is Process Workshops Deliverable 3.2.1: As-Is Rapid Workflow Workshops	26,136	10,300	36,436		
Task 3.2.2	Document Rapid Workflow® As-Is Workshops Deliverable 3.2.2: Draft As-Is Business Process Maps	20,596	0	20,596		
Task 3.2.3	Incorporate Comments Deliverable 3.2.3: As-Is Business Process Maps	3,662	0	3,662		
Task 3.3	Technology Focus Group					14,602
Task 3.3.1	Hold ECMS Technology Focus Groups Deliverable 3.3.1: ECMS / Technology Focus Groups	2,624	2,934	5,558		
Task 3.3.2	Draft ECMS Technology Findings Deliverable 3.3.2: Draft ECMS Technology Requirements	5,248	0	5,248		
Task 3.3.3	ECMS Technology Requirements Deliverable 3.3.3: ECMS Technology Requirements	3,796	0	3,796		
Task 4	Enterprise ECMS Strategic Plan					32,181
Task 4.1	Draft Enterprise ECMS Strategic Plan Deliverable 4.1: Draft ECMS Strategic Plan	23,740	1,569	25,309		
Task 4.2	Enterprise ECMS Strategic Plan Deliverable 4.2: ECMS Strategic Plan	6,872	0	6,872		
Task 5	ECMS Implementation Plan					21,201
Task 5.1	Draft ECMS Implementation Plan Deliverable 5.1: Draft ECMS Implementation Plan	14,744	1,569	16,313		
Task 5.2	Enterprise ECMS Implementation Plan Deliverable 5.2: Enterprise ECMS Implementation Plan	4,888	0	4,888		
Task 5.3	ECMS Strategic Plan Executive Presentation					10,707
Task 5.3.1	Produce ECMS Strategy / Implementation Presentation .. Deliverable 5.3.1: Draft ECMS Presentation	5,508	0	5,508		
Task 5.3.2	Present ECMS Strategy / Implementation Plan Deliverable 5.3.2: Executive Presentation	3,630	1,569	5,199		
TOTAL COST						\$ 204,400

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Figure 3.1.4: Option 1: ECMS RFP Development Payment Schedule

Phase	Tasks & Deliverables	Labor	Travel	Sub	Task	Cost
Option 1	Develop ECMS Request For Proposal					22,794
Task O 1.1.1	Draft ECMS RFP	17,180	0		15,196	
	Deliverable O 1.1.1: Draft ECMS RFP					
Task O 1.1.2	ECMS RFP	8,590	0		7,598	
	Deliverable O 1.1.2: ECMS RFP					
TOTAL COST						\$ 22,794

Figure 3.1.5: Option 2: ECMS Procurement Assistance Payment Schedule

Phase	Tasks & Deliverables	Labor	Travel	Sub	Task	Cost
OPTION 2	Procurement Assistance					36,158
Task O 2.1	Bidding Assistance, Clarifications, Addendums	4,802	1,467		6,269	
	Deliverable O 2.1: Solicitation Assistance					
Task O 2.2	Proposal Evaluation	8,964	1,467		10,431	
	Deliverable O 2.2: Assist with Proposal Evaluations					
Task O 2.3	Systems Demonstrations / Benchmarking	10,776	2,436		13,212	
	Deliverable O 2.3: Systems Benchmarking					
Task O 2.4	Installed ECMS Site Visits	5,808	4,401		10,209	
	Deliverable O 2.4: Installed ECMS Site Visits					
Task O 2.5	Vendor / System Selection	2,904	1,467		4,371	
	Deliverable O 2.5: System / Vendor Evaluation & Selection					
Task O 2.6	Contract Negotiation	2,904	1,467		4,371	
	Deliverable O 2.6: Contract Negotiations Assistance					
TOTAL COST						\$ 48,863

**Figure 3.1.6: Option 3: ECMS Taxonomy Payment Schedule**

Phase	Tasks & Deliverables	Labor	Travel	Sub	Task Cost
Option 3	ECMS Taxonomy				77,314
Task O 3.1	Review County Records Retention Schedule	2,264	0		2,264
	Deliverable O 3.1: Review Retention Schedule				
Task O 3.2	Prepare Taxonomy Spreadsheets	4,528	0		4,528
	Deliverable O 3.2: Taxonomy Spreadsheets				
Task O 3.3	Hold Taxonomy Workshops				70,522
Task O 3.3.1	Hold Taxonomy Workshops	43,732	15,000	58,732	
	Deliverable O 3.3.1: Taxonomy Workshops				
Task O 3.3.2	Document Taxonomy	7,542	0	7,542	
	Deliverable O 3.3.2: Draft Taxonomy				
Task O 3.3.3	Final Taxonomy	4,248	0	4,248	
	Deliverable O 3.3.3: ECMS Classification				
TOTAL COST					\$ 77,314

The following cost assumes that only business processes that require Automated Workflow will have To-Be business process workshops. We have assumed holding ten (10) such workshops.

Figure 3.1.7: Option 4: ECMS To-Be Process Mapping

Phase	Tasks & Deliverables	Cost
Option 4	To-Be Process Mapping	12,533
Task O 4.1	Future-State Workflow Automation	9,958 2,575 12,533
Task O 4.1.1	Hold To-Be Rapid Workflow® Process Modeling Workshops	
	Deliverable O 4.1.1: 10 To-Be Rapid Workflow® Business Process Models	
TOTAL COST		\$ 12,533

The figure below provides a list of ThirdWave project team members and the hourly billing rates of the project team. Roy Hernandez will serve a dual role, Project Manager and Sr. ECMS Consultant.

Figure 3.1.8: Hourly Billing Rates

Roy Hernandez	Project Manager	150.00
Sergio Hernandez	Project Coordinator	90.00
Roy Hernandez	Sr. ECMS Consultant	150.00
Frank DeWindt	Sr. Systems Architect	115.00
Jim Falin	Sr. Web Develop	90.00

Average Hourly Billing Rate: \$119.00 / Hour