

STATE OF TEXAS

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COUNTY OF FORT BEND

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**AMENDMENT TO ENTERPRISE CONTENT MANAGEMENT
SOFTWARE LICENSE AND SERVICES AGREEMENT**

This AMENDMENT ("Amendment") is entered into by and between Fort Bend County, Texas, a body corporate and politic acting herein by and through its Commissioners Court ("County"), Phoenix Business Inc., DBA Phoenix Business Consulting ("Phoenix"), a Massachusetts corporation authorized to conduct business in the State of Texas, and Requordit Inc. ("Requordit"), a Delaware corporation (Phoenix and Requordit hereinafter collectively referred to as "Phoenix Team").

WHEREAS, on September 13, 2016, County and the Phoenix Team entered into the Enterprise Content Management Software License and Services Agreement ("Agreement" attached hereto as "EXHIBIT 1" and incorporated by reference) for the purchase of Requordit's customized Hyland OnBase software solution, which includes various software licenses as well as maintenance and support services; and

WHEREAS, the parties have agreed to amend the terms of the Agreement by revising the Statement of Work, EXHIBIT E to the Agreement.

NOW THEREFORE, by consent of all of the parties to the Agreement, the Agreement shall be, and is hereby, modified, altered, and changed in the following respects only:

1. EXHIBIT E: Statement of Work to the Agreement is hereby cancelled and replaced with "Exhibit 2 - Revised Statement of Work" attached hereto and incorporated by reference.
2. By signature below, the Phoenix Team represents pursuant to Section 2252.152 of the Texas Government Code, that the Phoenix Team is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.
3. By execution of this Amendment, the parties acknowledge that they have read and understood each provision, term and obligation contained in this Amendment. This Amendment, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the nondrafting party.
4. All terms and conditions of the Agreement, including any addenda, not modified herein shall remain in full force and effect for the term of Agreement. If there is a conflict between this Amendment and the Agreement, the provisions of this Amendment shall prevail with regard to the conflict.

Execution page follows

Remainder left blank

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

FORT BEND COUNTY

Robert Hebert, County Judge

Date

ATTEST:

Laura Richard, County Clerk

REVIEWED BY:

Ray Webb, Director of Information Technology

Roy Cordes, County Attorney

REQUORDIT, INC.

Mark Buckley, President

Date

PHOENIX BUSINESS, INC.

Hanif Sarangi, President

Date

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$ 1,413,225.00 are available to pay the obligation of Fort Bend County within the foregoing Amendment.

Robert Ed Sturdivant, County Auditor

EXHIBIT 1: Enterprise Content Management Software License and Services Agreement

EXHIBIT 2: Revised Statement of Work

EXHIBIT 3: Project Change Order/Work Order

EXHIBIT 4: Revised Project Milestones and Milestone Payments

**ENTERPRISE CONTENT MANAGEMENT SOFTWARE LICENSE
AND SERVICES AGREEMENT**

THIS AGREEMENT is made and entered into by and between Fort Bend County, ("County"), a body corporate and politic under the laws of the State of Texas, Phoenix Business Inc., DBA Phoenix Business Consulting ("Phoenix"), a Massachusetts corporation authorized to conduct business in the State of Texas, and Requordit Inc. ("Requordit"), a Delaware corporation (Phoenix and Requordit hereinafter collectively referred to as "Phoenix Team").

WITNESSETH

WHEREAS, in response to County's RFP Bid#16-026, Phoenix proposed an enterprise content management solution that utilizes Requordit's customized Hyland OnBase software solution ("Software"), which includes various software licenses as well as maintenance and support services; and

WHEREAS, Phoenix is the only authorized reseller of Requordit's Software, and County desires that Phoenix provide the Software as detailed in Phoenix Team's response to RFP Bid#16-026 ("EXHIBIT A"); and

WHEREAS, County has determined that the implementation of the Software, installation of software and maintenance and support of the software ("Services"), is subject to a discretionary exemption from competitive bidding under Chapter 262 of the Texas Local Government Code because this Agreement is for professional services, and the Software and Services can only be obtained through Phoenix because the Software and Services are items for which competition is precluded because of the existence of patents, copyrights, and/or secret processes, as evidenced by the letter attached as EXHIBIT B; and

WHEREAS, Phoenix Team represents that it is qualified and desires to provide the Software and perform the Services.

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

AGREEMENT

1. Scope of Services.

- 1.1 The Phoenix Team shall render Services to County as described in the following EXHIBITS (Scope of Services):
- a. EXHIBIT A: Phoenix Team's Response to RFP 16-026
 - b. EXHIBIT B: Sole Source Letter from Requordit
 - c. EXHIBIT C: Requordit Software Maintenance and Services Agreement
 - d. EXHIBIT D: Requordit End User License Agreement
 - e. EXHIBIT E: Statement of Work

Maintenance and Services Agreement and Requordit End User License Agreement shall terminate according to the terms contained in each respective agreement.

3.2 Termination.

- a. This Agreement may be terminated without recourse by County or by Phoenix Team upon sixty (60) days' prior written notice; provided, however, County will pay Phoenix Team for all Services rendered in accordance with the Agreement up to the date of termination.
- b. County may terminate the whole or any part of this Agreement for cause in the following circumstances:
 - i. If Phoenix Team fails to perform Services or Services do not conform to the terms as set forth in this Agreement or EXHIBITS; or
 - ii. If Phoenix Team materially breaches any of the covenants or terms and conditions set forth in 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. Phoenix Team shall not hold County liable thereafter except for payment of any balance due for Services performed prior to the date of County's notice to cure.

3.3 Effect of Expiration or Termination. Expiration or termination of this Agreement will not relieve County of its obligations to make payments to Phoenix Team for work performed (including but not limited to all expenses and payments on a time and materials basis and/or milestones due and items delivered and accepted). County shall pay, within thirty (30) days after the effective date of termination or expiration, all amounts owing to Phoenix Team for Services completed prior to the termination or expiration date and related expenses, if any, in accordance with the provisions of Section 4.

3.4 Return of Property. All documents and other tangible objects containing or representing Confidential Information which have been disclosed by either party to the other party, and all copies thereof which are in the possession of the other party, shall be and remain the property of the Disclosing Party and shall be promptly returned to the Disclosing Party upon the Disclosing Party's written request or expiration or termination of this Agreement. Each party shall delete from its electronic storage all copies or files relating to the same. If requested by the other party, each party shall provide the other party with written certification (by an authorized officer of the party) of compliance with the foregoing obligations.

4. Compensation and Payment.

4.1 Phoenix Team 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 one million four hundred thirteen thousand two hundred twenty-five dollars and 00/100 (\$1,413,225.00), specifically allocated to fully discharge any and all liabilities County may incur.

4.2 Phoenix Team does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Phoenix Team may become entitled to and the total maximum sum that County may become liable to pay to Phoenix Team shall not under any conditions, circumstances, or interpretations thereof exceed one million four hundred thirteen thousand two hundred twenty-five dollars and 00/100 (\$1,413,225.00). In no case shall the amount paid by County under this Agreement exceed the Maximum Compensation without an approved change

order. County will pay Phoenix Team for services rendered under this Agreement in accordance with EXHIBITS C-E.

- 4.3 The license, maintenance, and professional fees are broken down as follows:
- a. Software License Fees shall be paid in accordance with EXHIBIT D: \$573,800
 - i. Down payment due on Effective Date = \$286,900
 - ii. Remainder due ninety (90) days from Effective Date = \$286,900
 - b. Maintenance Fees shall be paid in accordance with EXHIBIT C: \$149,900
 - i. Down payment due on Effective Date = \$74,950
 - ii. Remainder due ninety (90) days from Effective Date = \$74,950
 - c. Professional Service Fees shall be paid in accordance with EXHIBIT E: \$689,525
 - i. Payment for services rendered under this Agreement shall be paid in accordance with the payment milestones as described in EXHIBIT E, Section 3.2 Project Milestones, Payment Schedule, and Roles. The fees for services rendered are as follows:
 - A. Project Management: \$37,000 (200 hours at a rate of \$185.00/hr)
 - B. OnBase Set Up: \$11,100 (60 hours at a rate of \$185.00/hr)
 - C. Department Set Up and Workflows: \$133,200 (720 hours at a rate of \$185.00/hr)
 - D. Lawson Integration w/ Ap Enabler: \$7,400 (40 hours at a rate of \$185.00/hr)
 - E. Lawson AP Solution: \$185,000 (1000 hours at a rate of \$185.00/hr)
 - F. RQ Electronic Records Management: \$33,300 (180 hours at a rate of \$185.00/hr)
 - G. Records Management: \$41,625 (225 hours at a rate of \$185.00/hr)
 - H. Vendor Management/Contract Management: \$40,700 (220 hours at a rate of \$185.00/hr)
 - I. OnBase Admin Class: \$3,000 (1 Online Class)
 - J. Training Materials: \$22,200 (120 hours at a rate of \$185.00/hr)
 - K. Conversion Services: \$55,000
 - L. Conversion Backfile: \$60,000
 - M. Travel ending December 2016: \$40,000
 - N. Travel ending May 2017: \$20,000
- 4.4 All performance of the Services by Phoenix Team, including any changes in the Services and revision of work satisfactorily performed, will be performed only when approved in advance and authorized by County.
- 4.5 County will pay Phoenix Team based on the following procedures: Upon completion of the Services as described in EXHIBIT E, Phoenix Team 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 thirty (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.
- 4.6 County is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes. A copy of a tax-exempt certificate will be furnished upon request.
- 4.7 County shall reimburse Phoenix Team for any expenditures related to travel by Phoenix Team arising out of Phoenix Team's performance of Services under the Agreement in accordance with County's Travel policy. Receipts evidencing travel related expenditures made by Phoenix Team shall be submitted to the County Auditor's Office:
- Fort Bend County Auditor

Attn: Robert Ed Sturdivant
301 Jackson Street, Suite 701,
Richmond, TX 77469

5. **Confidential Information.**

- 5.1 Each party 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 the other party. Any and all information of any form obtained by a party ("Receiving Party") or its employees or agents from the other party ("Disclosing Party") in the performance of this Agreement shall be deemed to be confidential information ("Confidential Information"). Both parties agree to hold Confidential Information in strict confidence, using at least the same degree of care the other party 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 as provided by this Agreement, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential.
- 5.2 Confidential Information shall not include information that:
- a. was in the public domain when disclosed;
 - b. entered the public domain subsequent to disclosure, through no fault of the receiving party;
 - c. was in the Receiving Party's possession free of any obligation of confidence prior to disclosure;
 - d. was developed by the Receiving Party's employees or agents independently of any Confidential Information of the Disclosing Party; and
 - e. was communicated by the Disclosing Party to an unaffiliated third party free of any obligation of confidence.
- 5.3 Each party shall use its best efforts to assist the other party in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, each party shall advise the other party immediately in the event a party 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. The parties agree to cooperate with each other in seeking injunctive or other equitable relief in the name of County or Phoenix Team against any such person. Upon termination of this Agreement or at the other party's request, the Receiving Party will promptly turn over to the Disclosing Party all documents, papers, and other matter in Disclosing Party's possession which embody Confidential Information.
- 5.4 The parties agree and acknowledge that money damages may not be an adequate remedy for any breach of this Section 5 and that either party may, in its sole discretion, apply to any court of law or equity of competent jurisdiction for injunctive relief in order to prevent any such breach.
- 5.5 Phoenix Team, in providing all services hereunder, agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.
- 5.6 Phoenix Team 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 Phoenix Team shall not be disclosed to any third party,

except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed. The terms and conditions of the Agreement are not proprietary or confidential information.

6. **Rights in Work Product.**

6.1 Pre-Existing Works. "Pre-Existing Work" is any work (including software, reports, test cases, flow charts, or other items) developed prior to or outside of this Agreement by Phoenix Team. Phoenix Team retains all right, title and interest (including intellectual property rights) in and to any Pre-Existing Works. County may obtain a separate license to certain commercially available Pre-Existing Works, under separate written terms mutually agreed upon by the parties. For the purposes of this Agreement, "Intellectual Property Right" means patent rights (including but not limited to rights in patent applications or disclosures and rights of priority), copyright (including but not limited to rights in audiovisual works and moral rights), trade secret rights, trademark rights, and any other Intellectual Property Rights on a worldwide basis.

6.2 Phoenix Team Work Product. "Phoenix Team Work Product" is any work (including software, reports, test cases, flow charts, and other items) created during performance of Phoenix Team's obligations under this Agreement or delivered to County pursuant to this Agreement, but excluding Pre-Existing Works. County and Phoenix Team shall retain all rights, title and interest (including intellectual property rights) in and to any Phoenix Team Work Product. Phoenix Team Work Product shall be deemed "works made for hire" under copyright laws. To the extent that Phoenix Team Work Product may incorporate Pre-Existing Works, Phoenix Team hereby grants County a non-exclusive, nontransferable (subject to Section 11.8), perpetual, royalty-free license, under Phoenix Team's Intellectual Property Rights to the Pre-Existing Works, to use and reproduce Phoenix Team Work Product and Pre-Existing Works that are not commercially available from Phoenix Team solely to the extent that they are incorporated into Phoenix Team Work Product and solely for County's internal business purposes.

6.3 County Data. "County Data" are any information or other items provided to Phoenix Team in connection with Phoenix Team's performance of their obligations under this Agreement. County retains all right, title and interest (including Intellectual Property Rights) in and to any County Data. Phoenix Team shall not use such data for any purpose other than performing Services under this Agreement, nor shall any part of such data be sold, assigned, leased or otherwise disclosed to third parties (other than authorized subcontractors for purposes of performance of Services) or exploited in any manner by or on behalf of Phoenix Team without County's prior written consent. Phoenix Team shall not possess or assert any lien or other right against such data. Phoenix Team shall hold County Data in confidence in accordance with Section 5 of this Agreement.

7. **Limitations of Liability.** IN NO EVENT SHALL ANY PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOST DATA, LOST PROFITS OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, INCLUDING BUT NOT LIMITED TO CONTRACT OR TORT (INCLUDING WITHOUT LIMITATION PRODUCTS LIABILITY, STRICT LIABILITY AND NEGLIGENCE), AND WHETHER OR NOT ANY PARTY WAS OR SHOULD HAVE BEEN AWARE OR ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

8. Intellectual Property Infringement Indemnification.

- 8.1 County, its affiliates, and any employee or agent thereof ("Indemnified Party") will be indemnified and held harmless by Phoenix Team against all liability, including, but not limited to, claims, damages, judgments, settlements, costs and attorney's fees, to third parties arising from any third party allegation that the Phoenix Team Work Product and Pre-Existing Works incorporated therein infringe or misappropriates such third party's trade secrets, proprietary information, trademark, copyright, valid patent rights, or other Intellectual Property Rights in connection with the performance of Services under this Agreement and will pay any settlement amounts or final judgment entered against County on such issue in any such action; provided, that, County provide Phoenix Team with
 - a. prompt written notice of any such Action;
 - b. sole control and authority to settle and/or defend any such Action; and
 - c. proper and full information and assistance to settle and/or defend any such Action.
- 8.2 If it is adjudicatively determined, or if Phoenix Team reasonably believes, that the Phoenix Team Work Product or Pre-Existing Works or any part thereof infringes any patent, copyright, trade secret, trademark, or other intellectual property right, then Phoenix Team may, at its option and expense, procure for County the right under such patent, copyright, trade secret, trademark or other intellectual property right, to continue using such Software or such part thereof in accordance with this Agreement.
- 8.3 If the forgoing action is not possible, even after the use of Phoenix Team's best efforts, then Phoenix Team, at its cost, shall replace or modify the Phoenix Team Work Product so that County's use of such Phoenix Team Work Product become non-infringing.
- 8.4 If the forgoing actions are not possible, even after the use of Phoenix Team's best efforts, then Phoenix Team shall, at its cost, substitute other equally suitable and functionally equivalent Services.
- 8.5 If none of the forgoing actions are available even after Phoenix Team's best efforts and County's continued use of such Services has been finally enjoined, Phoenix Team may terminate this Agreement upon sixty (60) days written notice to County and accept return of such Phoenix Team Services, and refund to County an amount equal to the fees and expenses paid by County to Phoenix Team under this Agreement. Any modified or replacement item will be covered by Phoenix Team's indemnity obligation in this Section 7. Phoenix Team shall have no liability for any claim of infringement based on:
 - a. modification of the Services by anyone other than by Phoenix Team;
 - b. use of other than the most recent version of the Services if and from the time Phoenix Team informs County in writing that infringement may be avoided by use of the most recent version of the Services; or
 - c. the combination or use of the Services furnished hereunder with materials not furnished by Phoenix Team if such infringement would have been avoided by use of the Services alone.

9. General Indemnification.

- 9.1 Phoenix and Requordit shall indemnify and hold County harmless against any and all liens, claims (including those of the parties, their agents, and employees), liability, loss, damages, fines, judgments, and penalties, including reasonable costs and settlements, which may arise out of or in connection with the Services performed under this Agreement by reason of any act or omission of Phoenix and Requordit, and their respective agents, servants, employees, invitees, and licensees. Further, to the extent that such is not contrary to law or public policy, Phoenix and Requordit shall so indemnify County against such liens, claims, losses, damages, fines, judgments, and penalties whether or not resulting from or

contributed to by the negligence in any form, whether sole, joint, or contributory, of County, or those acting for or on County's behalf, or any defect in, or condition of, the premises wherein the Service is performed, or any materials furnished by or on behalf of County. Phoenix and Requordit assume all risk of loss of or damage to the articles entrusted to Phoenix and Requordit while in their possession or under their control. In the event of loss or irreparable damage, Phoenix and Requordit shall promptly reimburse County for the value of the article. Any other damage shall be promptly repaired by Phoenix and/or Requordit at Phoenix's and/or Requordit's expense. Any assignment of this order or any subletting of any part of the Services to be performed hereunder without County's written consent shall be void. Waiver by any party of any default by the other hereunder shall not be deemed a waiver by such party of any other subsequent default.

- 9.2 If, through acts or neglect on the part of Phoenix and/or Requordit, any subcontractor suffers damage on the Services performed under this Agreement, Phoenix and/or Requordit agrees to settle with the other party by agreement, if that party will so settle. If another party asserts any claim against County on account of any damage alleged to have been sustained, County will notify Phoenix and/or Requordit in writing, and Phoenix and/or Requordit will indemnify and save harmless County against the claim.

10. **Insurance.**

- 10.1 Phoenix and Requordit, consistent with their status as independent contractors, will carry and will cause their subcontractors to carry, at least the following insurance, with companies authorized to do insurance business in the State of Texas or eligible surplus lines insurers operating in accordance with the Texas Insurance Code, having an A.M. Best Rating of A-VII or better, and in amounts not less than the following minimum limits of coverage:

- a. Workers' Compensation Insurance with statutory limits, and Employer's Liability Insurance with limits of not less than \$1,000,000:

i. Employers Liability - Each Accident	\$1,000,000
ii. Employers Liability - Each Employee	\$1,000,000
iii. Employers Liability - Policy Limit	\$1,000,000

- b. Commercial General Liability Insurance with limits of not less than:

i. Each Occurrence Limit	\$1,000,000
ii. Damage to Rented Premises	\$300,000
iii. Personal & Advertising Injury	\$1,000,000
iv. General Aggregate	\$2,000,000
v. Products - Completed Operations Aggregate	\$2,000,000

The required commercial general liability policy will be issued on a form that insures Phoenix's, Requordit's, or their subcontractor's liability for bodily injury (including death), property damage, personal and advertising injury assumed under the terms of this Agreement.

- c. Business Auto Liability Insurance covering all owned, non-owned or hired automobiles, with limits of not less than \$1,000,000 Single Limit of liability per accident for Bodily Injury and Property Damage.
- d. Professional Liability (Errors & Omissions) Insurance with limits of not less than \$1,000,000 each occurrence, \$3,000,000 aggregate. Such insurance will cover all professional services rendered by or on behalf of Phoenix, Requordit, and their subcontractors under this Agreement. Renewal policies written on a claims-made basis will maintain the same retroactive date as in effect at the inception of this Agreement. If coverage is written on a claims-made basis, Phoenix and Requordit agree to purchase

an Extended Reporting Period Endorsement, effective for two (2) full years after the expiration or cancellation of the policy. No professional liability policy written on an occurrence form will include a sunset or similar clause that limits coverage unless such clause provides coverage for at least two (2) years after the expiration or cancellation of this Agreement.

- 10.2 Phoenix and Requordit will deliver to County evidence of insurance on a Texas Department of Insurance approved certificate form verifying the existence and actual limits of all required insurance policies after the execution and delivery of this Agreement and prior to the performance of any Services by Phoenix and/or Requordit under this Agreement. Additional evidence of insurance will be provided verifying the continued existence of all required insurance no later than thirty (30) days after each annual insurance policy renewal.
- 10.3 All insurance policies, with the exception of worker's compensation, employer's liability, and professional liability will be endorsed and name the County as Additional Insured for liability caused in whole or in part by Phoenix's and/or Requordit's acts or omissions with respect to their on-going and completed operations up to the actual liability limits of the required insurance policies maintained by Phoenix and/or Requordit. The Commercial General Liability Additional Insured endorsement including on-going and completed operations coverage will be submitted with the Certificates of Insurance. Commercial General Liability and Business Auto Liability will be endorsed to provide primary and non-contributory coverage.
- 10.4 Phoenix and/or Requordit hereby waive all rights of subrogation against the County. All insurance policies will be endorsed to provide a waiver of subrogation in favor of the County. No policy will be canceled until after thirty (30) days' unconditional written notice to the County. All insurance policies will be endorsed to require the insurance carrier providing coverage to send notice to County thirty (30) days prior to any cancellation, material change, or non-renewal relating to any insurance policy.
- 10.5 Phoenix and/or Requordit are responsible to pay any deductible or self-insured retention for any loss. Any self-insured retention must be declared to and approved by County prior to the performance of any services by Phoenix and/or Requordit under this Agreement. All deductibles and self-insured retentions will be shown on the Certificates of Insurance.
- 10.6 Certificates of Insurance and Additional Insured Endorsements as required by this Agreement will be mailed, faxed, or emailed to the following County contact:
- Name: Wyatt Scott, Director of Risk Management
Address: 301 Jackson St., Suite 224, Richmond, TX 77469
Facsimile Number: (281) 341-3751
Email Address: RiskMgmt@fortbendcountytexas.gov
- 10.7 Phoenix's, Requordit's, or subcontractor's insurance will be primary to any insurance carried or self-insurance program established by the County. Phoenix's, Requordit's, or subcontractor's insurance will be kept in force until all services have been fully performed and accepted by County in writing.

11. Miscellaneous Provisions.

- 11.1 Compliance with Laws. Phoenix Team 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, Phoenix Team shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

- 11.2 Export Control. The parties agree not to export, or re-export, or cause to be re-exported, any Phoenix Team Pre-Existing Works, Work Product, County Materials, or portion thereof to any country or individual which, under the laws of the United States, the parties are or might be prohibited from exporting their technology.
- 11.3 Independent Contractors. The relationship of County and Phoenix Team under this Agreement is that of independent contractors. Neither Phoenix nor Requordit will be deemed to be an employee, agent, partner, franchisor, franchisee nor legal representative of County for any purpose and neither will have any right, power or authority to create any obligation or responsibility on behalf of County.
- 11.4 Notices. Any notice required or permitted under the terms of this Agreement or required by law must be in writing and must be delivered (a) in person; (b) by first class registered mail, or air mail, as appropriate, posted and fully prepaid to the appropriate address set forth below in Section 11.4.a; or (c) via facsimile. Notices will be considered to have been given at the time of actual delivery in person, three (3) business days after deposit in the mail as set forth above, or upon receipt of facsimile confirmation. Any party may change its address for notice, by notice to the other party given in accordance with this Section.

a. Addresses for Notice:

County:	Fort Bend County Attn: County Judge 401 Jackson Street Richmond, TX 77469
With a copy to:	Fort Bend County Information Technology Attn: Ray Webb 301 Jackson Street, Richmond, TX 7746
Phoenix:	Phoenix Business Inc. 5717 Madge Place Haltom City, TX 76117
Requordit:	Requordit, Inc. ATTN: Mark Buckley 750 North Clark St., 2nd Floor Chicago, IL 60654

- 11.5 Governing 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.
- 11.6 Assignment. Neither this Agreement nor any rights under this Agreement may be assigned or otherwise transferred by any party, in whole or in part, whether voluntarily or by operation of law, including by way of sale of assets, merger, consolidation or otherwise, without the prior written consent of the other party; provided Phoenix and/or Requordit shall have the right to assign this Agreement without the prior written consent of County in the event of a transfer of all or substantially all of Phoenix' and/or Requordit's business or assets whether by asset acquisition, merger, consolidation or otherwise. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the parties and their respective successors and assigns. Any assignment in violation of this Section will be null and void.

- 11.7 Waiver. Any waiver of the provisions of this Agreement or of a party's rights or remedies under this Agreement must be in writing to be effective. Failure, neglect, or delay by a party to enforce the provisions of this Agreement or its rights or remedies at any time, will not be construed as a waiver of such party's rights under this Agreement and will not in any way affect the validity of the whole or any part of this Agreement or prejudice such party's right to take subsequent action. No exercise or enforcement by either party of any right or remedy under this Agreement will preclude the enforcement by such party of any other right or remedy under this Agreement or that such party is entitled by law to enforce.
- 11.8 Severability. If any term, condition, or provision in this Agreement is found to be invalid, unlawful or unenforceable to any extent, the parties shall endeavor in good faith to agree to such amendments that will preserve, as far as possible, the intentions expressed in this Agreement. If the parties fail to agree on such an amendment, such invalid term, condition or provision will be severed from the remaining terms, conditions and provisions, which will continue to be valid and enforceable to the fullest extent permitted by law.
- 11.9 Construction. This Agreement, and any instrument referred to herein or executed and delivered in connection herewith, shall not be construed against any party as the principal draftsperson hereof or thereof. The section and paragraph headings used in this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement.
- 11.10 No Third Party Beneficiaries. The parties hereto expressly agree that there are no third party beneficiaries of this Agreement.
- 11.11 Force Majeure. No party will incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Agreement if such delay or failure is caused, in whole or in part, by events, occurrences, or causes beyond the reasonable control and without negligence of the parties. Such events, occurrences, or causes will include, without limitation, acts of God, strikes, lockouts, riots, acts of war, failures of the Internet, earthquakes, fire and explosions, but the inability to meet financial obligations is expressly excluded.
- 11.12 Entire Agreement. This Agreement (including the EXHIBITS and any addenda hereto signed by all parties) contains the entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all previous communications, representations, understandings and agreements, either oral or written, between the parties with respect to said subject matter. No terms, provisions or conditions of any purchase order, acknowledgement or other business form that any party may use in connection with the transactions contemplated by this Agreement will have any effect on the rights, duties or obligations of the parties under, or otherwise modify, this Agreement, regardless of any failure of a receiving party to object to such terms, provisions or conditions. This Agreement may not be amended, except by a writing signed by all of the parties.
- 11.13 Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original and all of which together will constitute one instrument. This Agreement may be executed and delivered by facsimile or email, and the parties agree that such facsimile or email execution and delivery shall have the same force and effect as delivery of an original document with original signatures, and that each party may use such facsimile or email signatures as evidence of the execution and delivery of this Agreement by all parties to the same extent that an original signature could be used.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

FORT BEND COUNTY

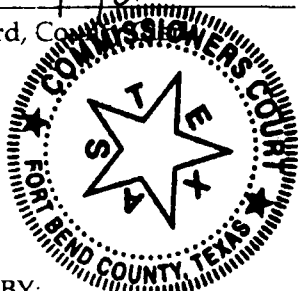
Robert Hebert
Robert Hebert, County Judge

9-13-2016

Date

ATTEST:

Laura Richard
Laura Richard, County Clerk



REVIEWED BY:

Ray Webb
Ray Webb, Director of Information Technology

Roy Cordes
Roy Cordes, County Attorney

Approved as to form by:
Matthew Grove, Assistant County Attorney

PHOENIX BUSINESS INC.

Hanif Sarangi
Hanif Sarangi, President

09/04/2016

Date

REQUORDIT INC.

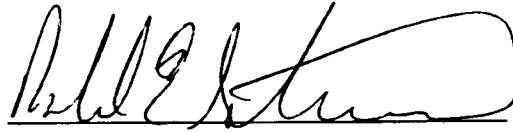
Mark Buckley
Mark Buckley, President

9-4-16

Date

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$1,413,225.00 to accomplish and pay the obligation of Fort Bend County under this contract.

A handwritten signature in black ink, appearing to read 'Robert E. Sturdivant', written over a horizontal line.

Robert E. Sturdivant, County Auditor

Fort Bend County Specification Download Acknowledgment***Request for Proposals
Enterprise Content Management Solution
for Fort Bend County
RFP 16-026*****RESPONDENTS MUST IMMEDIATELY RETURN THIS FORM BY FAX TO 281-341-8645****Respondent Responsibilities:**

- Respondents are responsible to download and complete any addendums.
(Addendums will be posted on the Fort Bend County Website no later than 48 hours prior to Opening)
- Respondents will submit responses in accordance with requirements stated on cover of document.
- Respondents may not submit responses via email or fax.

Phoenix Business Inc.

Legal Name of Contracting Company

Hanif Sarangi, President

Contact Person

5717 Madge Place, Haltom City, TX 76117

Complete Mailing Address

512-557-4731

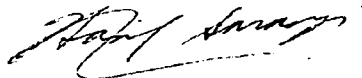
Telephone Number

817-549-0261

Facsimile Number

rfpteam@phoenixteam.com

Email Address



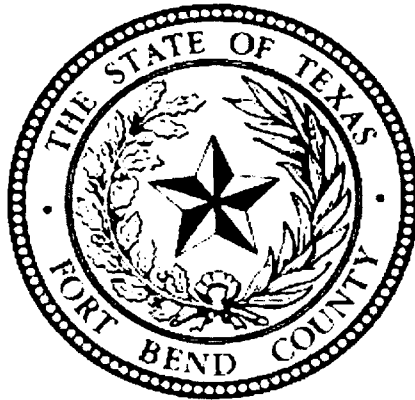
10/13/2015

Signature

Date



Fort Bend County



Solicitation for

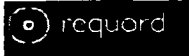
Enterprise Content Management Solution

Volume 1 – Technical Proposal

RFP # 16-026

DUE Date: October 15, 2015
DUE Time: 1:30 PM

PHOENIX BUSINESS CONSULTING
5717 Madge Place
Haltom City, TX 76117-4130
Tel: (310) 779-9312, Fax: (817) 549 0261
Website: www.phoenixteam.com

**Transmittal Letter**

Attn: Debbie Kaminski, CPPB
Office of Gilbert D. Jalomo, Jr.
Travis Annex
301 Jackson, Suite 201
Richmond, TX 77469

Re: RFP for Integrated Records Management System

Dear Ms. Kaminski,

Phoenix Business, Inc., DBA Phoenix Business Consulting (Phoenix) and our partner Requordit Inc. (the "Phoenix Team") are pleased to present to the Fort Bend County (the "County") our response to your solicitation for **RFP 16-026**. The Phoenix Team completed a solution of similar requirements for Tarrant County, Texas and is ideally suited to provide the **Enterprise Content Management Solution for Fort Bend County** requested in the RFP. In the following pages, we are confident that we have provided you with a compelling response to your stated requirements.

Our recommendation focuses on ReQuord ECM powered OnBase Enterprise Content Management Platform. We view this as an opportunity for the County to create a great deal of cost savings by centralizing systems on a single platform and code base. This content management system features the following abilities specifically for this RFP response:

- Imaging for scanning
- Robust Workflow
- Configurable Case Management Solutions to meet the needs of District Attorney Juvenile, Grant Process, Child Support Process, Contract and Vendor Management, Physical Records Management, and Licensing and Permitting
- Integration for Lawson and other third party applications
- Public Access
- OCR and Automated Redaction for dissemination to the public

In addition County departments can benefit Administrative data transparency across departments on a single configurable solution to meet each department's needs. OnBase is a forward thinking technology allowing departments to leverage the technology you have today while not limiting you to a specific constraint tomorrow. This ECM platform can automate Invoice Processing, Vendor and Contract Management, Grant Process, HR Personnel Files, Investigative Claims, Records Management, Payrolls, Voter Registration, and Project Management among other needs.

As the authorized representative for this engagement, you have my personal assurance that I will do everything possible to make certain that your implementation initiatives are an immediate and long-term success. Please do not hesitate to contact me at 512-557-4731 if you have any questions or require any further assistance. We look forward to hearing from you and to the opportunity to partner together to achieve your goals.

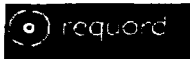
Respectfully,

Hanif Sarangi,
President, Phoenix Business Consulting
rfpteam@phoenixteam.com



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Section

1

Section 1 – Executive Summary

Firm Experience with Projects of Similar Size and Complexity: Such experience must be in the form of providing similar ECMS solutions to governmental entities with emphasis on County governments. List the three (3) most recent projects: provide the name and location of each client, contact name with phone number and email address, go-live date and length of software in use. Include any material (including letters of support) indicating current capabilities and performance.

Phoenix Business, Inc. and its partner Requordit, Inc. have provided public sector clients with expertise in navigating technological change. We have reviewed the stated driving forces behind the County's ECM Solution request. We recommend the purchase of ReQuord ECM platform powered by OnBase.

OnBase unlike many software products is a document driven content management system built from the ground up, not through acquisitions. Requordit private label OnBase is the result of significant investment in public sector solutions. In this proposal, you will see the results of our effort to build the best of breed ECM, Workflow, and Records Management system. Our solutions offer a secure and seamless integrated environment that takes advantage of different leading technology platforms. This is a large project and any implementer will take months to deploy – why not have this be the single code base for all county future activity in the process? Below are the four main components of our proposal.

ReQuord ECM – Requordit has contracted with Hyland to provide the OnBase solution under the name ReQuord ECM. We can resell either the native OnBase Brand or our ReQuord brand to the county based on purchasing and contracting objectives. We truly understand the government space and provide multiple purchasing options that can be discussed in our negotiations.

ReQuord Workflow - Workflow is an automation engine and electronic routing system that enables organizations to process work faster and more efficiently. Workflow provides a rich set of point and click configurable rules and actions, allowing business processes to be quickly automated with no need for custom programming. Workflow comes with unlimited form creation and the email notifications to assist your review and approval needs. Workflow can even help with self-service activities like notifying a user or constituent that an action is needed or a permit has expired without the need for County employee intervention.

Lawson Integration - The Phoenix Team has one of the most successful implementations of Lawson and OnBase with the City of Boise. In the case of Boise, we worked with Ciber for Lawson Support to leverage the City's investment in Lawson at the enterprise level. OnBase manages documents in support of Lawson transactions. OnBase has the ability to exchange data in near real time behind the scenes to automate processes and keep critical line of business applications in sync.

Electronic Plan Review – Requordit's Al Kundrik developed Hyland's E-plan review solution. E-plan review enables government agencies to automate plan submission, review and approval processes. Via a user-friendly website, submitters import plans and supporting documents directly into OnBase, where they are automatically organized and routed to the appropriate reviewers. Staff simultaneously review plan submissions, accelerating community development and infrastructure initiatives. Plan sets are tracked electronically throughout the review and revision process. After review, users approve plans by applying a digital stamp, seal and signature. The OnBase Electronic Plan Review solution transforms the plan review process, supporting efficient collaboration and improving transparency to the public.

ReQuord Digital and Physical Records Management – Records Management allows for flexible retention plan sets and event sets. Requordit has designed the most comprehensive Hyland OnBase Records Management solution for both physical and electronic records. ReQuord Electronic Records Management System (RQ ERMS),



implemented by Tarrant County, is powered by Hyland OnBase and was developed to meet the special needs of our public sector Records Managers/Archivists. This exclusive solution, automates previously manual tasks such as box requests, storage, deliveries, additions to case files, and legal holds. County records environment becomes paperless from day one with this single configurable solution. Furthermore, ReQuord ERMS provides scan on demand electronic delivery to the requester. The benefits of having these actions occur within OnBase include associating physical and electronic records, a single point of governance for security, bar-code creation, scanning, redaction and retention plans, web access, document audit trails and workflow capabilities.

The Phoenix Team draws upon our client experiences to build a meaningful all-encompassing solution. We look to collaborate with other technologies where the County sees fit. OnBase solutions you to continue to provide better service, faster, and with less effort. OnBase automates key tasks and eliminates the busy work that adds time, cost and risk. Finally, OnBase offers easy maintenance for IT across all solutions even as business needs and business systems change over time.

ECM Best Practices

Our focus on Public Sector solutions has helped us consolidate and implement the best practices in this industry. Our experience delivers best practice recommendations for your organization based on understanding your business objectives. Phoenix consultants provide sensible advice as we work with The County towards creating the best business process possible. With the combined expertise of software developers, project managers and end users, Phoenix provides a practical perspective and recommendations that solve your business challenges.

Best Solutions

The Phoenix Team can provide each department within the County the technological innovation and information accessibility needed to effectively manage current document needs as well as provide for additional functionality well into the future. We envision each department can benefit from our solution and improve their business processes. The technical architecture we provide will support all agencies, compliment/replace their current systems of record and document management, and offer an environment useful to drive business outcomes.

We Know Texas at the County Level

Phoenix has experience in multiple counties including Tarrant County, Erie County, McHenry County, Marin County, Sedgwick County, Durham County and others. We have worked on implementations in these counties and are currently the primary production support contractor. We know the system, the processes, and procedures of Counties such as Fort Bend and can help provide Leading Practices to the implementation of the ECM system.

Phoenix is a Texas company with its headquarters in Haltom City. We are excited about the prospect of working with Fort Bend on this project. We understand that the County is seeking to implement an enterprise wide content management system that effectively capture and manages both structured and unstructured content. We know that our company's joint experiences (Phoenix's expertise in Public Sector Management and ERP Integration and Requordit's experience in cutting-edge enterprise content management solutions) would be seen as an exact fit to meet the objectives of the project.

**Firm Experience Data Points**

Company	Address	Contact	Differentiators
Phoenix Business Inc. www.phoenixteam.com 	HEADQUARTERS 5717 Madge Place Haltom City, TX 76117 Tel: (310) 779-9132 OFFSHORE BRANCH 3rd Floor, SK Features, Plot 105/106, Lumbini Layout, Gachibowli, Hyderabad - 500032 T.S India Tel: +1(512) 717-4280 / 4285	AUTHORIZED SIGNATORY / ACCOUNT EXECUTIVE Hanif Sarangi, President Tel: 512-557-4731 hsarangi@phoenixteam.com ACCOUNT MANAGER JL Diaz, Director Business Development Tel: 916-752-8358 jldiaz@phoenixteam.com	<ul style="list-style-type: none"> Specialists in the Public Sector and Utility Highly experienced with ERP and ECM Implementations Largest provider of Public Sector production support services in the industry Leading proponent of ERP Public Sector Best Practices 100 % Successful Client implementations

Company	Address	Contact	Differentiators
REQUORDIT INC www.requordit.com 	HEADQUARTERS 515 N State St. Suite 2350 Chicago, IL 60654 Tel: (312) 332-9200 DEVELOPMENT OFFICE Lake Villa 210 Lake Ave. Suite 9 Lake Villa, IL 60046	AUTHORIZED SIGNATORY / ACCOUNT EXECUTIVE Mark Buckley, Director Business Development Tel: 916-752-8358 mark.buckley@requordit.com ACCOUNT MANAGER Adan Miranda, Government Vertical Manager Tel: 708-305-0889 adan.miranda@requordit.com	<ul style="list-style-type: none"> Specialists in ECM Development Highly experienced with legacy Integrations Private Label OnBase Provider Hyland OnBase Platinum Partner Hyland Onbase Daimond Service Provider

Phoenix Corporate Overview

Phoenix Business Consulting is one of the nation's leading Public Sector consulting firms. As our name implies, we are in the business of **transformation**. Through the measured application of our expertise, industry **Leading Practices** and the Enterprise Resource Planning (ERP) and the OnBase Enterprise Content Management (ECM) software platform, we help organizations transform their business processes and legacy infrastructure into a modern, fully integrated solution that enables them to better serve their constituents and shareholders.

We've worked with numerous entities in both the Public and Private Sector. In fact, our Public Sector practice is one of the strongest in the nation. Our proven methodologies, project accelerators, and unique approach to change management have enabled our clients to dramatically streamline their operations and experience an increased Return on Investment (ROI) for every technology dollar spent.

Our People and Values

Our greatest asset is our people – knowledgeable, client-focused, and results-oriented. Our consultants are experienced professionals and true experts in their fields. The Phoenix Team is passionate about the way ECM and ERP systems are implemented and our continued success can be attributed to their dedication to our client initiatives.



For every client engagement, we bring highly specialized teams that have been tailored to fit your unique functional, technical and business environment. Each member of the Phoenix Team is a subject matter expert with a deep background in their respective area, providing our clients with a unique perspective and valuable insights on how to address the challenge at hand. Our value proposition is that we provide our clients with the necessary tools, knowledge, and expertise to thrive in their industries, enabling new standards of performance, and maximizing value.

Rather than simply having a Contractor-Client relationship, our philosophy and goal is to become "Trusted Advisors". Trust is the crucial element of our company DNA. We always give advice and guidance based on what is in our clients' best interests, even if it affects our bottom line. We coach our clients on how to build integrated systems with best practices in mind so that they can effectively meet their immediate needs and reduce long-term support costs.

Our Approach

Our firm's strength lies in our flexibility and our innate capacity to work collaboratively as joint stakeholders on every client engagement. By working closely with our clients to understand their technical, functional, and business environments, we deliver tailored solutions to meet, and often exceed, their expectations.

Providing outstanding client service is also a core element of our engagement approach. From day one, we instill in our consultants that excellence in service delivery is our highest priority. For this reason, our clients often retain our services for many years after we have completed an initial engagement.

Our History

Phoenix was founded by a group of former SAP Instructors and ex-"Big 4" consultants. Our firm has been providing innovative and cost-effective Enterprise Resource Planning (ERP) and support solutions to cities, universities, school districts, utilities, and federal, state, and local governments for over 17 years.

Specializing in Public Sector and Utilities implementations, the founders are recognized experts in their field. Their early achievements included helping develop the initial Funds Management (FM) functionality for SAP North America at the University of Toronto in 1993/1994 and the Massachusetts Institute of Technology (MIT) in 1994/1995. By leveraging the successful implementation of these projects, they established Phoenix in 1997 to provide a comprehensive consulting resource for SAP's Public Sector and Utilities customers.

Over the years, Phoenix has implemented and/or supported ERP at over 60 Public Sector institutions, with a 100% success rate. This claim isn't hyperbole. We are proud of the work done at every one of our client sites and are happy to provide any number of references beyond what has been included in our response. This unrivaled success rate stems from our commitment to working as true partners with our clients throughout the lifecycle of their project, ensuring a successful implementation every time.

We offer a skilled team of ERP professionals widely recognized as the best in North America. Their expertise, coupled with our singular focus on the unique requirements of Public Sector organizations makes Phoenix the logical choice our Public Sector clients.

"District and Phoenix Business Consulting Staff -

Thank you.....thank you. Well, you did it! Your delightful group of individuals managed to implement ERP Finance and SRM Procurement for the District. You should feel exceedingly proud of yourselves; I know I am of all of you! Your commitment to each other, to the District, and to the project makes you a fabulous team. You were dedicated to the goals and look what you all achieved and how far you have all travelled together. Projects take a lot out of you but the bond you form with your fellow teammates remains. You did the right thing for the right reason. Each of you played a part in this 18-month process; each of you contributed to this success. I can't begin to tell you how honored I am to work with you."

**~ Teri Lyons
ERP Director**

Los Angeles Unified School District



Our Services

Phoenix is a full spectrum consulting firm that offers comprehensive ECM functional and technical support services across the entire project lifecycle. Our service areas range from ECM and ERP Implementation, Training, and Production Support services to independent Project Reviews performed by other implementation firms. We bring our deep functional/technical expertise and apply our Leading Practices Methodology to help resolve our clients' most challenging ECM issues and requirements. Our service portfolio includes:

- Functional and Technical Consulting
- Project Management Services
- System Reviews and Audit Services
- Different Industry Solutions
- Training and Workshops
- ABAP Development
- Business Process Redesign
- Remote Support Services
- Basis and System Administration
- Software and Tools
- NetWeaver Strategy and Consulting
- Upgrade Services

Our Locations

Phoenix maintains offices at following locations:

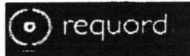
HEADQUARTERS	FLORIDA BRANCH	CALIFORNIA BRANCH	OFFSHORE BRANCH
5717 Madge Place Haltom City, TX 76117 Tel: (310) 779-9132 Fax: (817) 549-0261	1280 Tree Bay Lane Sarasota, FL 34242 Tel: (512) 557-4731 Fax: (817) 549-0261	1113 Calle Linares, Duarte, CA, 91010 Tel: (626) 375-3994 Fax: (817) 549-0261	3rd Floor, SK Features, Plot 105/106, Lumbini Layout, Gachibowli, Hyderabad - 500032 T.S India Tel: +1(512) 717-4280 / 4285

Our Clients

Phoenix has extensive Public Sector experience and a well-earned reputation for delivering on time and within budget. We understand that collaborating with our clients is essential to the success of their projects. Our clients will attest to this and can provide references describing our genuine commitment to their needs and our excellence in project execution. A sample list of our clients is provided below.

Table 1: Sample Public Sector Client Portfolio

Entity	Cities	Cities	Cities
	<ul style="list-style-type: none">• City of Charlottesville• City of Houston• City of Phoenix• City of Portland	<ul style="list-style-type: none">• City of San Antonio• City of San Diego• City of Tacoma• City of Toledo	
Counties	<ul style="list-style-type: none">• Bernalillo County• Clark County• Collier County• County of San Luis Obispo• Durham County• Erie County• Gwinnett County• Howard County	<ul style="list-style-type: none">• Marin County• Monroe County• Multnomah County• Santa Clara County• Sedgwick County• Tarrant County• Travis County• Washoe County	
Federal, State and Non-Profit	<ul style="list-style-type: none">• California State Teachers' Retirement System (CalSTRS)• California Department of Technology• Department of Interior• Direct Relief International• Inter-America Development Bank• Michael Food Project• Navy Project/Army Project	<ul style="list-style-type: none">• State of California Controller's Office• State of Florida• State of Florida Tax Dept.• State of Illinois• State of South Carolina• State of Mississippi• US Federal Prison System	
School Districts / Community Colleges	<ul style="list-style-type: none">• Houston Independent School District (HISD)• Los Angeles Community College School District (LACCD)• Los Angeles Unified School District (LAUSD)	<ul style="list-style-type: none">• Miami-Dade County Public Schools (MDCPS)• Orange County Public Schools (OCPS)• Pennsylvania School System	
Transportation Agencies	<ul style="list-style-type: none">• Pennsylvania Turnpike Commission• San Diego Metropolitan Transportation System	<ul style="list-style-type: none">• San Diego Unified Port District• Valley Transportation Agency	

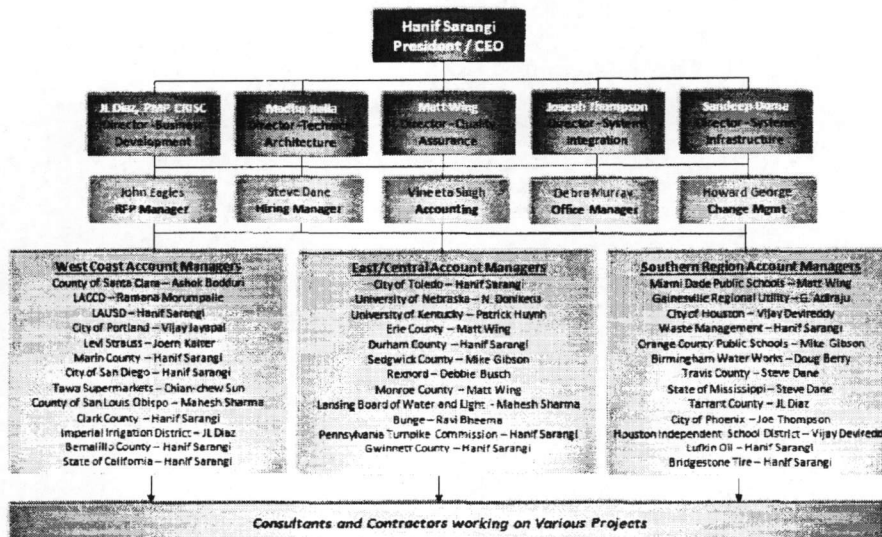


Entity	Clients
Universities	<ul style="list-style-type: none"> American University of Cairo (Egypt) Boston University Massachusetts Institute of Technology (MIT) MIT Lincoln Labs Purdue University Technion University (Israel)
Utilities	<ul style="list-style-type: none"> Birmingham Water Works California Department of Water Resources Department of Public Utilities (Toledo) Gainesville Regional Utility Imperial Irrigation District Lansing Board of Water & Light Loudoun County Sanitation Authority Texas State University University of Arkansas for Medical Sciences University of Kentucky University of Mississippi University of Nebraska University of Tennessee University of Toronto Loudoun Water Metropolitan District Council Pedernales Electric Cooperative, Inc Portland Energy Conservation, Inc. Public Service Electric & Gas Company (PSE&G) TransCanada Waste Management Westinghouse Savannah River (Nuclear Power Plant)

Our Team

The strength of any organization depends on the guidance and wisdom of its leadership. Seeing the need to forge a partnership with an ECM Vendor, we work closely with Requordit, extending our change management best practice to OnBase. Our executive team embodies these qualities and is composed of some of the most knowledgeable and experienced "thought leaders" in the industry. Their unwavering commitment to our clients, combined with their background in the development of many of the industry's Leading Practices, is why our clients select Phoenix for their Consulting requirements. Our lean organizational structure has been proven to provide superior customer service and outstanding client value. Our company organizational chart has been provided below:

ORGANIZATIONAL CHART



We currently have 130 consultants supporting various engagements nationwide. The following table provides an overview as to the geographic distribution of Phoenix consultants across the country and their respective service categories.

Table 2: Phoenix Consultants – National Distribution

Region	Applications	Analytics	Cloud	Database & Technology	Mobile
Mid-West (North Central)	10	1	1	1	0
North East (North East)	15	1	1	2	1



South (South Central)	15	1	0	2	1
South (South East)	15	1	1	2	1
West (North West)	20	2	1	1	0
West (South West)	25	4	1	2	2
Totals	100	10	5	10	5

Our Experience

Over nearly two decades, Phoenix has supported numerous clients similar in both environment and scope as the County. The following table identifies these clients and the services that we have provided them, including System Reviews, implementation and Project Management Experience.

Table 2: Phoenix Experience



Phoenix Public Sector Project
Experience



Phoenix Public Sector Project Experience	Project Type																	Areas																	Services Provided																	Client Since																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																
	Implementation	Production Support	Staffing	System Review	Upgrade	HCM	Finance	Industry Solution - Public Sector (FM / GM, etc.)	SRM / PPS	Budget Prep / POC / P8F	Plant Maintenance / Production Planning	Procurement / Logistics	Project Management	ABAP Programming & Support	BI & BOB Development & Support	Enterprise Portal / CRM	Workflow Config & Support	Technical Config & Support	Training / Org Change Management	Technical Infrastructure Support (Base)	Enterprise Content Mgmt	Mobile, Web, CRM, & Other Sys	Security & Privacy Sys / GRC																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																													
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Requordit Corporate Overview

RequordIt has been a pioneer in implementing document management solutions for Public Sector organizations for over 15 years. Our ReQuord Software is a combination of a private label version of Hyland Software's OnBase ECM platform as well as a number of unique capabilities streamlined to meet the unique document management requirements of the Public Sector. These investments have resulted in a wealth of experience creating secure, seamless solution that takes advantage of different leading technology platforms to deliver a best of breed content solution.

Company History

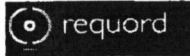
Requordit Inc. is a privately owned company (formerly known as Genesis Imaging LLC and Lebonson Advanced Systems) and has been leaders in ECM with helping organizations build intuitive and effective solutions. As of June 1, 2012, Mark K. Buckley, General Manager of Genesis Imaging LLC and Lebonson Advanced Systems LLC purchased this ECM Company from Howard J. Johnson. Requordit is a Hyland Platinum partner and our support team is recognized among the very best with its Diamond Status. Mark Buckley also sits on the board of review for proposed OnBase changes that come from clients.

Hyland Software makers of OnBase is the largest privately held software company and ranks among Forbes Best Places to Work For. OnBase is recognized as an industry leader in enterprise document (or content) management with over 13,000 lifetime clients.

By the Numbers

Number of years selling ECM products and services.	We have been proudly providing our customers with ECM products and services for over 15 years.
Number of employees dedicated to ECM.	Requordit INC. has 29 employees dedicated to ECM, and our partner Hyland Software has over 1,600 employees dedicated to implementing, supporting, developing, marketing or selling ECM solutions.
% of total annual revenue that is driven by enterprise content management	We are solely focused on ECM solutions and all productions software, services, hardware and maintenance are geared towards that.
Number of ECM installed client sites in the United States. Number of Public Sector Clients? Number of local government?	Requordit INC. has over 80 installed client sites in the North America, and our partner Hyland Software has over 10,105 lifetime customers in the United States of America. 41 of our implementations have been in the commercial or construction industries.

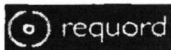
For Good Measure: We have a private label of OnBase, ReQuord ECM, which offers unique flexibility to purchasing agents. Our owner, Mark Buckley, sits on the OnBase Advisory council that recommends software improvements. Mark's relationship to Hyland as one of the original software resellers offers our clients' access to Hyland, the makers of OnBase, executives. Our support team is recognized with the highest level of award -- Diamond Status, for exception support. And finally, with the Phoenix Team, you get to know those that provide you with service and support by first name, if not in person when the opportunity presents itself.



Recent Requordit Projects

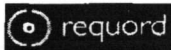
Project Reference # 1	
Customer Name	Las Vegas Metro PD
Contact Name	Bambi Pilley
Contact Address	400 Stewart Avenue Las Vegas, NV 89101
Contact Telephone Number	(702) 828-4168
Contact Email	b5020p@lvmpd.com
Description of Comparable Systems – include information on time frame of completion, applications implemented, etc.	<p>The ReQuord ECM implementation has been expanded to over 40 different areas within the police department. The highlighted solutions include:</p> <p>Events and ID records – Archived all event and ID records, and helped with their backfile conversion.</p> <p>Crime Scene Investigation – Automated collection and storage of photo, audio and video files, as well as the storage and location of all official documentation related to the case. ReQuordit created a product called ReQuord Media that enforces chain of custody from the crime scene to the archive, ultimately improving accountability and reducing effort. Saved over 80 hours per week in processing, and eliminated the need for officers to go to the photo lab, enabling officers to spend more time on the street.</p> <p>Taser-Cam – Collection and storage of all video files generated when a taser is used by a police officer. This highlights ReQuordit's ability to collect and manage non-standard file types.</p> <p>Bureau of Officer Development – Created a means to track all coursework, hours and remedial officer training for the academy. Provided accountability to ensure that training was being provided and that certifications were current. Integrated attendance confirmation with the electronic identification card to ensure officer attendance.</p> <p>Public Facing Forms – Provided access to public to complete forms that would flow through workflow to process the user's request.</p> <p>District Attorney – Developed the ability to electronically package police reports for delivery to the district attorney's office.</p> <p>SWAT – Ability to pull information from multiple databases and present documents while in transit to the site, and have that information. The solution is credited significantly reduced officer risk and injury by providing real time access to information</p>

Project Reference # 2	
Customer Name	Tarrant County
Contact Name	Sharon Coleman; Senior IT Resource Manager
Contact Address	Plaza Building, 200 Taylor St. 4th Floor Fort Worth, TX 76102
Contact Telephone Number	(817) 884-1116
Contact Email	sscoleman@tarrantcounty.com



Description of Comparable Systems – include information on time frame of completion, applications implemented, etc.	<p>OnBase county wide implementation includes</p> <p>Auditors Office</p> <p>Sheriff's Department</p> <p>Tax Assessors</p> <p>Records Management and Records Warehouse</p> <p>Medical Examiner</p> <p>Human Resources</p> <p>Medical Examiners</p> <p>Motor Vehicles</p> <p>SAP integration</p> <p>Replacing a legacy applications</p> <p>Mainframe Reporting</p>
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Project Reference # 3	
Customer Name	McHenry County, Illinois
Contact Name	Ken "Stormy" Kies; OnBase Administrator
Contact Address	2200 N. Seminary Ave. Woodstock, IL 60098
Contact Telephone Number	(815)-334-4477
Contact Email	kskies@co.mchenry.il.us
Description of Comparable Systems – include information on time frame of completion, applications implemented, etc.	<p>The initial solution in 2002 for McHenry State was in the Treasury Department and the IT Department. Treasury desired to have a better way to manage all existing land records such as Property Deeds and tax records. The ReQuordit solution allowed the Treasury Department to digitize those records and make it easier for citizens (walk-ins and online) to find property information throughout the State.</p> <p>Additional Issues Solved</p> <p>Over time, the ReQuordit solution has expanded to include the Sheriff's Office, Environmental Health, Purchasing, Planning & Engineering, and the 22nd Judicial Court District. The ReQuordit solution in the 22nd Judicial District Court has been integrated with the native Court Case Records Management application. The Sheriff's Office uses the ECM extensively to manage police records and crime scene photos. Environmental Health imports all investigative cases files created by field investigators along with the caseworker's photos and other supporting documents for easy reference and retrieval. In the Purchasing Department, the ReQuordit ECM solution has enabled users to click a button in their native application to retrieve stored information in the ECM. The Organization also provides a Public Access link to many public records, simplifying public access to approved records. We have automated many business processes for the Organization and continue to develop new solutions every year due to the McHenry Organization Government.</p> <p>Solution ROI</p> <p>Since the first implementation over 11 years ago, the County has realized a savings of hundreds of thousands of man hours previously devoted to physical lookups and management of paper documents in their former work efforts in all departments. The ECM workflows adopted has saved countless days related to single customer service actions such as responding to citizen requests for building permits, licenses, court records, public records, etc. Altogether, the State has saved millions in taxpayer dollars during the last decade.</p>



Section

2

Section 2 – TAB 1 - Technical Response

This section should set forth the proposed technical solution in response to this RFP. The Respondent must demonstrate to the sole satisfaction of the County that the Respondent can successfully deliver solution of the type and scope set forth in this RFP. Include in this section responses to the Systems Requirements Checklist, Enclosure 1.

CORE REQUIREMENTS		YES	NO
1	Must use and industry standard (or non-proprietary) file format to store records and content to enhance interoperability.	X	
2	Must be capable of interfacing to Infor (Lawson), Bail Bond Tracking, 3PIN, ArcGIS, GPS Monuments, Master Road Log, Permit Tracking, Receipt Management System, VEMACS, Candidate Campaign Finance Reporting, Meeting Room Manager, Enable Fort Bend, Vitasys Outbreak Management System, Vitasys Surveillance System.	X	
3	Must be able to integrate with external third-party repositories, external Enterprise Content Management Systems, external Electronic Records Management Systems (ERMS) Web Content Management System (WCMS), workflow and other document management components.	X	
4	Must run on Windows Server 2008 (64-bit) or greater using SQL Server 2008 or greater.	X	
5	Respondent must provide data model including all database layouts, field definitions and relationships.	X	
6	Must run on and support Dell Hyper V solution and Dell Servers.	X	
7	All server and desktop software must be web-enabled.	X	
8	Must be capable of supporting multiple alterable write-once storage solutions in a distributed manner	X	
9	Must be able to deploy without a single point of failure. Load Balancing is desired	X	
10	Must support scalable storage capacity in with Disaster Management Strategy.	X	
11	Must provide role-based security across all templates, content, processes and repositories for individual users, groups of users, individual domains and sites, individual directories and subdirectories and domains. This must be integrated with Active Directory.	X	
12	Must be compliant with relevant laws, regulations and standards such as DoD 5015.2 v3, Electronic Records Management Software Applications Design Criteria Standard; Local Government Code, Chapter 205, Electronic Storage of Records; Texas Administrative Code Title 13, Chapter 7, Electronic Records Standards and Procedures; Government Code Title 5, Chapter 552, Public Information; HIPAA, Criminal Justice Information Services Security Policy; Texas Health and Safety Code 773, Emergency Medical Services confidentiality requirements, Chapter 181, Medical Records Privacy; and ISO/IEC 27001, Information Security Management as examples of those relevant laws, regulations and standards.	X	
13	The proposed solution must include security safeguards to ensure compliance with the HIPAA regulations outlined in 45 CFR Parts 160 and 164.	X	
14	Must be able to implement industry management. (ISO/IEC27002)	X	
15	Must be able to immediately revoke all privileges from a specified group or selected user(s) thereby preventing access to the system.	X	
16	Must ensure all systems use strong authentication mechanisms and encrypt in both directions when accessing system resources.	X	
17	Must prevent unauthorized deletion of records.	X	



CORE REQUIREMENTS		YES	NO
18	Must prevent any modification of a record's unique identifier, once it is defined unless for an authorized redaction or expungements function.	X	
19	Must be able to expunge specified record or records. Must have complete, comprehensive and secure audit logging ability that cannot be deactivated or altered except in cases of expungements that capture information on all activities managing the logs as a record.	X	
20	Must include ability to remove identifiable information/records about expunged records from audit logs but not the expungement action itself. Must track who assigns which rights to which users, maintain records of searches performed in the repository, and track what data is accessed and/or changed.	X	
21	Must support Unicode.	X	
22	Must have a United States based support center and support must originate from that center.	X	
23	Must provide web portal access via industry standard browsers (Internet Explorer, Chrome, Mozilla Firefox®, etc.) and must run as a regular user (no Power User or Administrator rights required). Mobile browser access is required.	X	
24	Must provide complete documentation including user, installation, administration, and operations information.	X	

Proposed solution must be compatible and interface with Fort Bend County's existing infrastructure and meet all core requirements listed above. Any proposal that includes a solution not compatible with the County's existing infrastructure and/or fails to meet the core requirements listed above may be disqualified and not considered for award.

Does your proposed solution perform in Fort Bend County's infrastructure and meet or exceed all the core requirements listed above?

Yes X No

Comments/Explanation:

We meet all requirements.

GENERAL REQUIREMENTS		YES	NO	With Mods
25	Support quick and easy retrieval of records and/or content allowing any operator to accomplish tasks with a minimum of confusion, delay and/or instruction at all locations.	X		Standard OnBase
26	26 Provide a highly customizable user interface including drop list capabilities to identify valid values for screen fields. Be customizable by Fort Bend County personnel on an as needed basis without requiring respondent and/or consultant intervention and respondent provide tools to customize.	X		Standard OnBase
27	Use HTML (may use Javascript) but not employ ActiveX® Controls or Java applets.	X		Standard OnBase Standard OnBase
28	With a single key press, contextual help be provided including screen level and field level support.	X		
29	Provide a graphical explorer interface to allow users to browse the system according to security privileges and user rights without undertaking a formal search (similar to Windows Explorer).	X		Standard OnBase
30	Complex database queries and transactions allow other transactions to process on the server or on client desktops	X		Standard OnBase
31	Provide a single user interface which is capable of searching multiple ECM repositories (based on users' access and viewing privileges) simultaneously and collating the results.	X		Standard OnBase
32	Provide system administrators the ability to define the limit of search results returned in total and per page	X		Standard OnBase



GENERAL REQUIREMENTS		YES	NO	With Mods
33	Support the use of Boolean operators (and; or; not) and/or pattern match/wild cards to refine searches across all metadata elements and/or content, across all repositories.	X		Standard OnBase
34	Support case sensitivity/insensitivity search options and duplicate removal from search results.	X		Standard OnBase
35	Provide the ability to interrupt a search, cancel a search, and/or further restrict the number of search returns.	X		Standard OnBase
36	Provide for date comparisons, start and end range, calculate and count searching to all users, according to their security access profile.	X		Standard OnBase
37	Have ability to cluster results into categories based on metadata element values and defined taxonomies	X		Standard OnBase
38	Allow users to, unless permissions restrict, export content and/or records in their original format or export after conversion into PDF, TIF, JPG, etc.	X		Standard OnBase
39	Work at all locations without degradation of application speed.	X		Standard OnBase
40	Not limit length of content names, report names, report section names, indexes, and metadata.	X		Standard OnBase
41	Support high speed printing in a Windows environment.	X		Standard OnBase
42	Allow multiple active sessions on same desktop with no additional licensing requirements.	X		Standard OnBase
43	All transactions provide a progress feedback on the user's screen.	X		Standard OnBase
44	Provide the ability for end-users to print, design, navigate forwards and backwards over successive pages of search results, save and name searches.	X		Standard OnBase
45	Provide for phonetic and soundex search across all metadata elements and/or content, across all repositories	X		Standard OnBase
46	Have minimal or no configuration to the desktop.	X		Standard OnBase
47	Have ability to search within search results, select new search, display number of matches, display search results in context, and highlight matching words.	X		Standard OnBase
48	Provide data validation for indexing including spell checking.	X		Standard OnBase
49	Provide the ability to support federated searching.	X		Standard OnBase

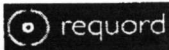
Does your proposed solution meet or exceed all the requirements listed above?

Yes X_____No _____

If yes, provide detailed information as to how your solution meets or exceeds the proposed requirements. If no, list exceptions and include your recommendations or alternative solutions. If needed, additional pages may be included in responses. A response that follows the numbering system in this request is preferred.

Comments: OnBase complies please see appendix for more information.

RECORDS		YES	NO	With Mods
50	Be able to manage multiple repositories and data stores.	X		Standard OnBase
	Enable Administrators and authorized users the ability to create, apply and view legal, historical or other holds on records including multiple holds on a record or group of records. Administrators have the additional ability to remove holds. Respondent indicate whether hold records are preserved in a read-only manner or preserved as a copy of records in a "point-in-time" manner.	X		Standard OnBase
51				
52	Be able to identify hold content sources (data mapping for records on hold).	X		Standard OnBase



	RECORDS	YES	NO	With Mods
53	Allow implementation of a department-specific scheme for how records and content are organized and for retention schedules.	X		Standard OnBase
54	Support archiving of content.	X		Standard OnBase
	Allow system administrators to create and maintain organization specific retention schedules based on the Texas State Library and Archives Commission retention schedules, any additional local schedules (include disposition instructions and specification of file cut off dates) as well as file plans. Respondent indicate if file plans can contain 1) content of various types (electronic/physical) and/or 2) content that resides in multiple repositories or storage locations. Respondent indicate if solution supports multiple file plans for a single business unit/department and if file plans can be deployed against organizational units and/or groups.	X		Standard OnBase
55				
56	Follow DoD 5015.2 v3 for classification.	X		Standard OnBase
57	Support time and/or event-driven retention periods.	X		Standard OnBase
58	Ensure that records on hold cannot be deleted and that a complete audit trail of who created, applied and removed holds is maintained.	X		Standard OnBase
59	Be able to put records in a hold state while awaiting owner sign-off for final disposition.	X		Standard OnBase
60	Be able to perform digital shredding for disposed records, deleting records in a manner that they cannot be physically reconstructed or otherwise retrieved including backups.	X		Standard OnBase
	Provide ability for a record to be kept of all record destructions (excludes expungements) providing certifiable proof of destruction including the ability to attach a scanned image of a paper destruction record.	X		Standard OnBase
61				
62	Provide the ability to retain history of changes to disposal authority data.	X		Standard OnBase

Does your proposed solution meet or exceed all the requirements listed above?

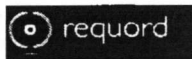
Yes X _____ No _____

If yes, provide detailed information as to how your solution meets or exceeds the proposed requirements. If no, list exceptions and include your recommendations or alternative solutions. If needed, additional pages may be included in responses. A response that follows the numbering system in this request is preferred.

Comments on Records Management

ReQuord ECM Records Management can meet the special access control, disposition, and retention needs for declared records throughout their entire life cycle. Records Management allows users to create file plans (i.e., rules that govern the storage, retrieval, dissemination, and destruction of a record) that include a defined Retention Plan. A record can contain documents and content from virtually any source, consolidating scanned images, faxes, desktop documents, e-mails, and more. Authorized users can control the status of a record. For example, new documents can be added to an "open" record. A "closed" status indicates a record has been declared and the contents cannot be modified. Once a record has been "cut off" a defined retention period commences according to event based business rules and/or time-based business rules (a period of months/years). The Records Management administrator view displays the disposition status of records and provides the ability to place holds on records and manually post events that trigger the Retention Plan. ReQuord ECM can be configured to provide automatic email alerts when documents reach the point where a Retention action needs to take place.

Records Management accommodates approval processes and legal holds, preventing records from being inadvertently destroyed. Security settings can be applied to records to prevent unauthorized access. For example, tightly controlled records, such as adoption records or those covered under the Health Insurance Portability and Accountability Act (HIPAA), can be made available to only a bare minimum of users. For authorized users, records can be searched through the same intuitive interface used to retrieve documents, and an audit trail of all activity



is recorded. Please note that critical records can be retained and controlled permanently. Those with limited life cycles can be destroyed (the document is deleted but the metadata about it remains in ReQuord ECM) or purged (both the document and the metadata are eliminated).

ReQuord ECM document retention states include:

- **Destroyed** - The physical files have been destroyed, but the Keywords for the documents remain.
- **Purged** – Both the physical files and the Keywords have been deleted (with the option to keep or purge the audit/history log).
- **Permanent** – The physical files and Keywords will be maintained as a permanent ReQuord ECM record.
- **ReQuord ECM folder retention states include:**
 - **Open** – Records may be added to or deleted from the folder. Keywords can be edited.
 - **Closed** – No Records may be filed into the folder. Folders must be closed in order for them to be cut off.
 - **Cutoff** – The folder's retention period has initiated. Records can no longer be added or removed from the folder. A folder must be closed before the cutoff state can be applied.
 - **Awaiting Approval** - The folder needs to be destroyed and is awaiting a manual review before being destroyed.

A coordinated effort between the County and Requordit will define, confirm, and configure Document Retention to offer time based retention and destruction of HR documents.

Document Retention offers two options and documents types will need to be labelled as such:

- **Static Retention** marks documents for deletion after a predefined retention period has been met, based on the document's creation or process date.
- **Dynamic Retention** will route documents for evaluation and deletion after a predefined retention period has been met, based on the document's creation or processing date.

Document Retention will provide the following out of the box reports:

- **Document Retention Configuration Report** details the configured retention of all Document Types
- **Document Retention Report** lists documents purged and those excluded with exclusion reason

The County will provide:

- Document Retention Schedules by document type
- Disposition/destruction options

HR Records Management Configuration

A coordinated effort between the County and Requordit will define, confirm, and configure OnBase Records Management for all designated HR records within the OnBase Folders interface.

Documents are auto-folded into Records Management retention cycle of a with an Open Status. Retention is triggered by an event (or the passage of time) and the folder becomes closed as defined by the County's Record Strategy.

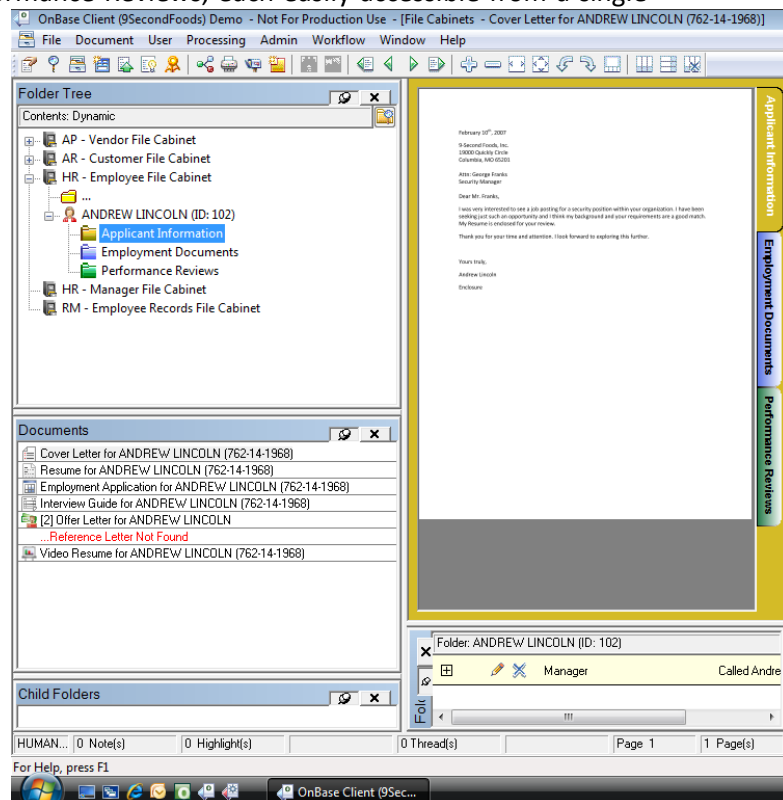
County to provide the following:

- Cutoff periods
- Retention plans
- Defined disposition/destruction options
- Defined Hold Reasons (where applicable)

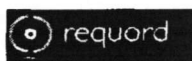


- Premier Keywords such as employee ID or Case ID that group documents to a folder

OnBase Folders provide a familiar interface for grouping documents as well as determining the presence of a document, as seen in the figure below. A Folder can contain more than one Document Type and documents can be accessed from either the Folder or other types of document retrieval such as Custom Queries. Folders are configured to automatically pull in Document Types containing certain Keyword values upon entering OnBase. The Folder interface consists of file cabinets that house Folders. The Foldering window displays the Folder type, all available Folders, and all Folders within a selected folder. In Figure, the employee's subfolders include Application Information, Employee Documents, and Performance Reviews, each easily accessible from a single view of the employee. Navigation features include double-clicking on a Folder to display the next directory and pressing the backspace key to move to a higher-level directory. This method of retrieval is similar to Windows Explorer. Once a document has been retrieved, the user is afforded a set of options that is consistent with their security level. These actions include Keyword viewing, printing, e-mailing, or faxing. The user can also utilize OnBase's cross-referencing feature to double-click on the document and retrieve any or all related documents regardless of data type. If a document is missing from a folder, it appears in red, as seen in the figure at right.



	MANAGEMENT	YES	NO	With Mods
63	Allow administrators to perform tasks using an easy-to-use web-based client.	X		
64	Allow system administrators to add, edit and delete records retention schedules and content disposition instructions.	X		
65	Allow administrators to add, modify, and delete user information including assigning, modifying or removing access privileges.	X		
66	Allow functions such as import, export, move, delete, status change, etc., and metadata element value updates to be performed on selected single or multiple records and/or content.	X		
67	Have the ability to create and capture ad-hoc (custom) reports (automatic template that users can modify and control) utilizing system security settings. The reports allow the results to be sorted and printed by various fields.	X		
68	Provide web-based interface for defining and building reports that utilize simple and/or complex queries reporting across all repositories.	X		
69	Provide extensive administration, data mining, search and statistical reporting functions configurable by Fort Bend County.	X		



MANAGEMENT		YES	NO	With Mods
70	Provide screens and applications to be used by the system administrator to update and maintain the system data items.	X		
71	Ensure all reports are uniquely identified, contain processing dates and times and last page or end of reports are clearly identified.	X		
72	Provide a standard set of pre-formatted reports that meets commonly requested reports including a disposition report, a hold report, a summary out report and an audit report. Reports be able to be sent to monitor screen, printer, or disk.	X		
73	Render thumbnail previews of images that are imported.	X		

Does your proposed solution meet or exceed all the requirements listed above?

Yes _____ No _____

If yes, provide detailed information as to how your solution meets or exceeds the proposed requirements. If no, list exceptions and include your recommendations or alternative solutions. If needed, additional pages may be included in responses. A response that follows the numbering system in this request is preferred.

An Admin. has very granular control within OnBase. After the administrator has created a User Group structure, individual users are made members of one or more User Groups. If a user is a member of multiple User Groups, the user is granted the cumulative rights of all the member groups. User Groups must be deliberately assigned a set of rights and privileges. The default condition provides no rights or privileges. A User Group member can only access the specific Document Types to which the User Group has been assigned rights. The ability to perform specific functions can be controlled down to an extremely selective level, including the ability to:

- Run registered product modules
- Perform configuration and administrative functions
- Access printers and folders
- Utilize the client document retrieval dialog box
- Configure user and workstation options
- Perform document function including, but not limited to, retrieve, modify/delete, print, view, reindex, create/import, e-mail, copy to clipboard or save as

Limited administrative rights can be granted to appropriate users. These users can be provided a set of administrative rights, but not full administrative access. For example, an administrative user can enable other users within a group to have or be denied Document Type access, based on moving a specific user in a User Group that has the desired security profile. Below are screen shots on how administrative rights are assigned.

OnBase Configuration (3secondfoods) Demo - Not For Production Use

Disk Mgmt Keyword Document Queries Import Printing Users Org Chart Workflow Publishing Report WebDav Utils Help

User Groups & Rights

User Group Name

95F HR Review Employees
95F HR Review Managers
ADMINISTRATOR
All System Users
AP Associates
ATTORNEY
EXECUTIVE
IDOL
LEGAL
MANAGER
MARKETING
PASSWORD CONFIG
PROCESS CONFIG
SCAN - ALLSCAN
SCAN - BARCODE
SYS ADMIN CONFIG
SYSTEM CONFIG
USERS
WORKFLOW CONFIG

Members
Document Types
Custom Queries
Indexing Limits
Note Types
Privileges
Log Privileges
File Cabinets
Scan Queues
Password Options
Workflow
Ad Hoc User Tasks

Timeout Configuration
Print Queues
Security Keywords
V/B Script
Product Rights
Folder Types
Full-Text Catalogs
Print Distributions
Licenses
Configuration Rights
System Tasks
Web / API Tasks

Document Templates
Keyword Sets
E-mail Archive
Physical Record Mgmt
Records Management
License Affinity

MANAGER

Create Copy Clear Exit

Configuration Rights

General Settings Users / User Groups Products

☒ Disk Group Configuration
☒ Keyword Configuration
☒ Document Configuration
☒ Custom Query Configuration
☒ Any Custom Query type
☐ Only types that enforce User Group security
☒ Process Configuration
☒ Printing Configuration
☒ Output Configuration
☒ System Configuration
☐ Translations

Save Clear Reset Cancel

OnBase Configuration (3secondfoods) Demo - Not For Production Use

Disk Mgmt Keyword Document Queries Import Printing Users Org Chart Workflow Publishing Report WebDav Utils Help

User Groups & Rights

User Group Name

95F HR Review Employees
95F HR Review Managers
ADMINISTRATOR
All System Users
AP Associates
ATTORNEY
EXECUTIVE
IDOL
LEGAL
MANAGER
MARKETING
PASSWORD CONFIG
PROCESS CONFIG
SCAN - ALLSCAN
SCAN - BARCODE
SYS ADMIN CONFIG
SYSTEM CONFIG
USERS
WORKFLOW CONFIG

Members
Document Types
Custom Queries
Indexing Limits
Note Types
Privileges
Log Privileges
File Cabinets
Scan Queues
Password Options
Workflow
Ad Hoc User Tasks

Timeout Configuration
Print Queues
Security Keywords
V/B Script
Product Rights
Folder Types
Full-Text Catalogs
Print Distributions
Licenses
Configuration Rights
System Tasks
Web / API Tasks

Document Templates
Keyword Sets
E-mail Archive
Physical Record Mgmt
Records Management
License Affinity

MANAGER

Create Copy Clear Exit

Configuration Rights

General Settings Users / User Groups Products

☒ Usergroup Security
☒ Configuration Rights Security
☒ User Configuration
☒ User Account Admin
☐ User Update Admin
☐ Password Admin

Save Clear Reset Cancel

	WORKFLOW	YES	NO	With Mods
74	Provide workflow management capabilities which are integrated within the product.	X		
75	Be able to restrict workflows to specific record or content type.	X		
76	Be able to set up security classes for approval and viewing of content.	X		



	WORKFLOW	YES	NO	With Mods
77	Integrate with the Microsoft Office suite. Task functions and email integration to facilitate the internal workflow.	X		Standard OnBase
78	Allow assignment of priority to work assignments.	X		Standard OnBase
79	Allow the assigned user the ability to record completed activities against the work assignment.	X		Standard OnBase
80	Allow administrators and/or end-users to control and interact with workflow instances: creation, activation, suspension, termination, subject to appropriate authority rights.	X		Standard OnBase
81	Provide the ability for managers to pull up an "in-progress" type status screen so they can see what workflow is assigned to their area, groups in their area and/or individual employees.	X		Standard OnBase
82	Provide a notification that alerts the appropriate workflow step owners (internal-users and/or external-users) when they need to perform a task in relation to a particular workflow instance (step action) for a content object. The notification be capable of specifying the generic and specific workflow and instance name and workflow-launcher details.	X		Standard OnBase
83	Provide workflow step processes that support sequential actions and parallel actions.	X		Standard OnBase
84	Alert supervisors to new submission requests.	X		Standard OnBase
85	Be able to notify/escalate on overdue workflow actions	X		Standard OnBase
86	Report/display/audit user interaction status with workflow steps: Initiated, Active, Inactive, Running, Suspended and Completed/Historical.	X		Standard OnBase
87	Alert designated personnel to pending deadlines.	X		Standard OnBase

Does your proposed solution meet or exceed all the requirements listed above?

Yes X _____ No _____

If yes, provide detailed information as to how your solution meets or exceeds the proposed requirements. If no, list exceptions and include your recommendations or alternative solutions. If needed, additional pages may be included in responses. A response that follows the numbering system in this request is preferred.

OnBase's Robust Workflow engine complies.

	ARCHITECTURE	YES	NO	With Mods
88	Provide system-wide customizable error messages.	X	X	No. Error messages are tied to the universal Solution Database. Standard error messages help ensure the proper resolution of issues.
89	Be capable of supporting mirrored sites and provide adequate recovery/rollback/rebuild procedures so that records and content may be recovered or restored following a system malfunction or disaster situation.	X		Standard OnBase
90	Be capable of supporting symmetrical multi-processing.	X		Standard OnBase
91	Be capable of providing scalability without significant degradation of the system as sites, systems and site usage increases or decreases.	X		Standard OnBase
92	Be platform independent/hardware agnostic.	X		Standard OnBase
93	Provide the ability for Fort Bend County staff to migrate records and content to new storage media or formats without respondent or consultant intervention in order to avoid loss due to media decay or technology obsolescence.	X		Standard OnBase



Does your proposed solution meet or exceed all the requirements listed above?

Yes ☐ No ☒

If yes, provide detailed information as to how your solution meets or exceeds the proposed requirements. If no, list exceptions and include your recommendations or alternative solutions. If needed, additional pages may be included in responses. A response that follows the numbering system in this request is preferred.

88. No. Error messages are tied to the universal Solution Database. Standard error messages help ensure the proper resolution of issues.

96. Yes, 1 day of training required.

INTEGRATION/INTERFACES		YES	NO	With Mods
94	Provide connectors/adaptors and a published API (including complete guides and/or manuals) to middleware integration/workflow technologies or provide method where Fort Bend County can develop same without respondent involvement. Provide a list of content repositories and archives that the solution has connectors for including breakdown of pricing if extra charge.	X		Comply
95	Provide ability to copy and/or move objects and containers between repositories.	X		Comply
96	Provide ability to allow integration with applications developed by or for Fort Bend County. APIs, SDKs and other software required to integrate must come with complete documentation.	X		Yes, with training
97	Have the ability to import data from a Microsoft SQL Database.	X		Comply

Does your proposed solution meet or exceed all the requirements listed above?

Yes _____ No _____

If yes, provide detailed information as to how your solution meets or exceeds the proposed requirements. If no, list exceptions and include your recommendations or alternative solutions. If needed, additional pages may be included in responses. A response that follows the numbering system in this request is preferred.

Response: The OnBase API is a set of programming interfaces for both Web and desktop application development; the APIs are used for creating applications that require real-time access to OnBase content and Workflow processes. The API's provide access to more than 150 content management, archival, delivery and Workflow process components that simplify the creation of custom applications powered by the OnBase back end.

OnBase has several Application Programming Interfaces (APIs) available for consumption in custom applications. These APIs are the recommended access points for anyone trying to gain programmatic access to the OnBase system. The APIs can be consumed in a number of ways, by a number of programming languages. The OnBase Unity API is an object-oriented programming model that communicates via a .NET Web Service that can be used to integrate with applications across the Internet. Developers can Utilize our COM APIs in any language supporting the creation of COM objects (ex. Visual Basic, VB Script, C#, C++, etc.). They can use the Web Services through the .NET Libraries or the native Java libraries. With the native Java libraries, they are also given the opportunity to take the solution cross-platform, as the API Application will run from any machine supporting Java. Only the Application server, the server hosting the Web Service, will have to be on a Windows platform.



COMPLIANT AND SECURITY		YES	NO	With Mods
98	Support data exchange involving open standards and protocols for web services (UDDI, SOAP, WSDL, SOA)	X		Comply
99	The user interface be ADA (Americans with Disabilities Act) and W3C (Web Content Accessibility Guidelines) compliant.	X		Comply
100	Have built-in application security as well as data security.	X		Comply
101	Ensure that an end user cannot use the system in any way to identify the presence of records to which they are unauthorized.	X		Comply
102	Be capable of providing a variety of repository security options for separate physical repositories and/or separate logical repositories.	X		Comply
103	Have a hierarchical security structure. This will allow a progressively narrower access to the functional areas starting with a broad access by the system administrator and narrowing to a much defined access by an end-user application.	X		Comply
104	Calculate and maintain a checksum for records and their metadata or use some similar technological means of detecting any alteration to the record/content and its metadata.	X		Comply
105	System processes (workflows) run as a defined username and associated role.	X		Comply
106	User Authentication credentials be stored in the ECMS referencing Active Directory, support tokenized authentication, and be stored in an encrypted form.	X		Comply
107	Provide single sign-on capability. Preference is for this capability to be built into the solution.	X		Comply
108	Security rights be easy to define and maintain.	X		Comply
109	Allow sensitive content to be wiped with specified characters one or multiple times to prevent 'unauthorized viewing' after deletion.	X		Comply
110	Support electronic signatures.	X		Comply, digital signatures
111	Have the ability to set permissions for a set duration of time (i.e. temporary access).	X		Comply

Does your proposed solution meet or exceed all the requirements listed above?

Yes X_____ No _____

If yes, provide detailed information as to how your solution meets or exceeds the proposed requirements. If no, list exceptions and include your recommendations or alternative solutions. If needed, additional pages may be included in responses. A response that follows the numbering system in this request is preferred.

Response: ReQuord ECM powered by OnBase meets these requirements and provides the following additional single sign on security, although most clients use the standard out-of-the box single sign on with Active Directory:

- Single Sign-On for Microsoft Active Directory
- Single Sign-On for CA eTrust SiteMinder
- Single Sign-On for IBM Tivoli Access Manager
- Single Sign-On for RSA Sign-On Manager
- Single Sign-On for SAP Enterprise Portal 6.0
- Single Sign-On for PeopleSoft Enterprise
- Single Sign-On for OnBase Entrust
- Single Sign-On for RSA Access Manager
- Encrypted Alpha Keywords
- Encrypted Disk Groups

ReQuord ECM provides robust security features for maximum protection down to the individual Document Type levels. The flexible security model also enables control over which functions each user can utilize and access, in a setting which can be crafted to match your organization's security needs.



Administrators implement unique security levels by creating a custom set of rights and privileges for each ReQuord ECM User Group. An administrator can rapidly deploy a custom security profile for each user or group of users. The system defines username/password policies through the simple user administrative interface within the point-and-click based configuration module.

ReQuord ECM security is usually administered at the ReQuord ECM user group level. After the administrator has created a user group structure, individual users are made members of one or more user groups. If a user is a member of multiple user groups, the user is granted the cumulative rights of all the member groups. User groups must be deliberately assigned a set of rights and privileges. The default condition provides no rights or privileges. A user group member can only access the specific Document Types to which the group has been assigned rights. The ability to perform specific functions can be controlled down to an extremely selective level, including the ability to:

- Run registered product modules.
- Perform configuration and administrative functions.
- Access printers and folders.
- Utilize the client document retrieval dialog box.
- Configure user and workstation options.
- Perform document functions such as retrieve, modify/delete, print, view, re-index, create/import, e-mail, copy to clipboard, save as, etc.

To further ease installation and administration of ReQuord ECM, existing Active Directory (AD) or Novell domain user information can be used to create new users with user group memberships mapped from their AD/Novell groups. Security can be integrated directly with the Microsoft Windows or Novell security systems by use of AD and LDAP. The administrator must activate the network security option and configure ReQuord ECM with an auto-logon startup. When a domain user logs on, the solution imports existing network user security information and creates a new user, that corresponds to their network security group membership. This important procedure eliminates the time intensive procedure of manually creating users and assigning user groups. The user profile is updated whenever the user's network group membership changes.

Document Historical Tracking

ReQuord ECM includes very robust logging capabilities. The document history records transactional logs of information selected by the user, or can record every action/task that occurs to every document by any user with a date and time stamp, as demonstrated the Figure below:



Document History			
Document History Workflow Queues Workflow Transactions			
Date	User	Action	Detail
09/09/2007 11:49:23 AM	MANAGER	Viewed	Viewed (3984) Packing Slip for PO Number: 10253624 - Vendor: OFFICE SUPPLY WAREHOUSE - 01/29/2003
09/05/2007 04:57:22 PM	MANAGER	Added Reference	Added Reference Document (#3984)
09/05/2007 04:57:01 PM	MANAGER	Viewed	Viewed (3984) Packing Slip for PO Number: 10253624 - Vendor: OFFICE SUPPLY WAREHOUSE - 01/29/2003
09/28/2006 01:38:29 PM	HEALTHCARE	Viewed	Viewed Document: Packing Slip for PO Number: 10253624 - Vendor: OFFICE SUPPLY WAREHOUSE - 01/29/2003 (#3984)
04/03/2006 09:12:58 AM	ADMINISTRATOR	Viewed	Viewed (3984) Packing Slip for PO Number: 10253624 - Vendor: OFFICE SUPPLY WAREHOUSE - 01/29/2003
02/20/2006 01:33:04 PM	ADMINISTRATOR	Deleted Note	Deleted Note 461 on (3984) Packing Slip for PO Number: 10253624 - Vendor: OFFICE SUPPLY WAREHOUSE - 01/29/2003
02/20/2006 01:32:45 PM	ADMINISTRATOR	Unknown action	Modified Note 461 on (3984) Packing Slip for PO Number: 10253624 - Vendor: OFFICE SUPPLY WAREHOUSE - 01/29/2003
02/20/2006 01:32:43 PM	ADMINISTRATOR	Created Note	Created Note 461 on (3984) Packing Slip for PO Number: 10253624 - Vendor: OFFICE SUPPLY WAREHOUSE - 01/29/2003
02/20/2006 01:32:22 PM	ADMINISTRATOR	Viewed	Viewed (3984) Packing Slip for PO Number: 10253624 - Vendor: OFFICE SUPPLY WAREHOUSE - 01/29/2003
02/16/2006 12:19:51 PM	ADMINISTRATOR	Viewed	Viewed (3984) Packing Slip for PO Number: 10253624 - Vendor: OFFICE SUPPLY WAREHOUSE - 01/29/2003
11/08/2005 02:01:34 PM	ADMINISTRATOR	Viewed	Viewed (3984) Packing Slip for PO Number: 10253624 - Vendor: OFFICE SUPPLY WAREHOUSE - 01/29/2003
07/06/2005 04:45:14 PM	ADMINISTRATOR	Viewed	Viewed (3984) Packing Slip for PO Number: 10253624 - Vendor: OFFICE SUPPLY WAREHOUSE - 01/29/2003
07/06/2005 04:45:04 PM	ADMINISTRATOR	Viewed	Viewed (3984) Packing Slip for PO Number: 10253624 - Vendor: OFFICE SUPPLY WAREHOUSE - 01/29/2003
02/08/2005 05:11:59 PM	MANAGER	Unknown action	Electronic signature removed from (3984) Packing Slip for PO Number: 10253624 - Vendor: OFFICE SUPPLY WAREHOUSE...
02/08/2005 05:11:32 PM	MANAGER	Unknown action	Electronic signature added to (3984) Packing Slip for PO Number: 10253624 - Vendor: OFFICE SUPPLY WAREHOUSE 0...
02/08/2005 05:11:27 PM	MANAGER	Viewed	Viewed (3984) Packing Slip for PO Number: 10253624 - Vendor: OFFICE SUPPLY WAREHOUSE - 01/29/2003
01/20/2005 03:52:13 PM	MANAGER	Viewed	Viewed (3984) Packing Slip for PO Number: 10253624 - Vendor: OFFICE SUPPLY WAREHOUSE - 01/29/2003
01/20/2005 03:52:06 PM	MANAGER	Created Note	Created Note on Packing Slip for PO Number: 10253624 - Vendor: OFFICE SUPPLY WAREHOUSE - 01/29/2003
01/20/2005 03:51:55 PM	MANAGER	Viewed	Viewed (3984) Packing Slip for PO Number: 10253624 - Vendor: OFFICE SUPPLY WAREHOUSE - 01/29/2003

ReQuord ECM keeps extensive audit trails and logs which can be selectively maintained. The audit log tracks every action/task that occurs to every document by any user with a date and time stamp for each individual action. This log includes access by users. ReQuord ECM stores audit trails in log files that are easily accessed for those with permission.

SUPPORT AND MAINTENANCE

	YES	NO	With Mods
Respondent be able to prioritize support calls based on severity and respond appropriately within the guaranteed response times: Emergency (Production Down): one (1) hour Urgent (Major Component Disabled/Serious Interruption of Work): Six (6) hours Problem (important but not a serious impediment to activity/customer has work around): twelve (12) hours Routine ("How To" questions): forty-eight (48) hours	X		Comply
Respondent provide support with hours of availability: Emergency/Hot: 24 hours 7 days a week; Operational Hours: 8:00 a.m. to 5:00 p.m. Central Time Weekdays	X		Comply
Respondent provide support with hours of availability: Emergency/Hot: 24 hours 7 days a week; Operational Hours: 8:00 a.m. to 5:00 p.m. Central Time Weekdays	X		Comply
Respondent only accept support calls from an authorized list of Administrators and provide detailed technical support concerning system operations.	X		Comply
Respondent provide technical support with professionals available to answer questions, document comments/suggestions and provide technical or administrative information regarding the solution.	X		Comply
All upgrades, updates, and configurations (and associated documentation changes and user impact statements) required by the ECMS to run on upgraded/updated versions of the ECMS software, the server operating system, the Hyper-V software and/or the SQL software be provided in a timely manner without additional cost.	X		Comply
Allow for QAS and test environments for the implementation phase as well as for any system updates without additional licensing.	X		Comply
Support organization have the ability to provide electronic customer support.	X		Comply
Vendor provide a 24 hour/365 day customer care portal to receive, track and manage all customer service issues.	X		Comply
Any service support contract provide free bug fixes and product upgrades, as well a preventative maintenance.	X		Comply
Annual maintenance and support costs will not be incurred until Fort Bend County has accepted the system and the system is operating live. This will be referred to as the production sign off.	X		Comply

Does your proposed solution meet or exceed all the requirements listed above?

Yes ☒ No ☐

If yes, provide detailed information as to how your solution meets or exceeds the proposed requirements. If no, list exceptions and include your recommendations or alternative solutions. If needed, additional pages may be included in responses. A response that follows the numbering system in this request is preferred

Response: Please see Maintenance and Support Agreement in the Appendix

USER AND SOFTWARE LICENSE		YES	NO	With Mods
		<input checked="" type="checkbox"/>		We can comply but have given pricing at the 200 user concurrent level. In our experience this is a good starting point for a phased roll out. We can provide pricing for 400-600 users
123	Have the capacity to support 400 concurrent users, and a minimum of 600 users authorized to access documents utilizing the interfaces between Lawson and the Enterprise Content Management solution using accounts within Lawson.			
124	As a requirement of the support and maintenance, provide software updates at no additional cost.	<input checked="" type="checkbox"/>		
125	Supply licensing terms and conditions.	<input checked="" type="checkbox"/>		

Does your proposed solution meet or exceed all the requirements listed above?

Yes ☒ No ☐

If yes, provide detailed information as to how your solution meets or exceeds the proposed requirements. If no, list exceptions and include your recommendations or alternative solutions. If needed, additional pages may be included in responses. A response that follows the numbering system in this request is preferred

ENTERPRISE CONTENT MANAGEMENT		YES	NO	With Mods
126	Provide thorough and robust data mining functionality within web browser as well as against a downloaded file.	<input checked="" type="checkbox"/>		Standard OnBase
127	Provide data mining and extraction capabilities.	<input checked="" type="checkbox"/>		Standard OnBase
128	Be able to capture/archive/import industry standard file formats whether they are stand-alone content or email attachments including but not limited to: MS Office document types (Word®, Excel®, etc.), text, PDF (>>PDF/A), JPG, TIFF, audio, video, etc.	<input checked="" type="checkbox"/>		Standard OnBase
129	Be able to automatically identify the format of the content at point of capture. Provide a means for crawling and classifying unstructured/unclassified content.	<input checked="" type="checkbox"/>		Standard OnBase
130	Have the ability to store/view documents in their native formats as long as the format is a de facto standard or non-proprietary format.	<input checked="" type="checkbox"/>		Standard OnBase
131	Allow end-users to register, classify and set disposal authority on electronic non-record content objects	<input checked="" type="checkbox"/>		Standard OnBase
132	Automatically/manually capture all metadata elements associated w/record and/or content, based on type of record or predefined rules/policy engine.	<input checked="" type="checkbox"/>		Standard OnBase
133	Provide user ability to select default options via drop down list.	<input checked="" type="checkbox"/>		Standard OnBase
134	Provide ability to drag and drop folders with appropriate security credentials.	<input checked="" type="checkbox"/>		Standard OnBase
135	Provide ability to select multiple pages from content and easily drag and drop (or cut and paste) rearranging pages into another location in the content.	<input checked="" type="checkbox"/>		Standard OnBase



ENTERPRISE CONTENT MANAGEMENT		YES	NO	With Mods
136	Provide ability to capture email heading metadata, content, and attachment(s) as a single record.	X		Standard OnBase
137	Be able to amend or append to previously scanned documents without rescanning the entire document or modifying original metadata.	X		Standard OnBase
138	Capture/archive/import single and multiple items simultaneously.	X		Standard OnBase
139	Be able to create, modify, import and export metadata elements and values, without respondent assistance, using CSV or XML.	X		Standard OnBase
140	Be able to ensure that all captured metadata remains linked to appropriate records and is unchanged throughout the useful life of the records including after migration to new media or technology.	X		Standard OnBase
141	Support multiple metadata schemas simultaneously for a content object.	X		Standard OnBase
142	Be able to append new metadata to any element without altering the original metadata.	X		Standard OnBase
143	Be able to create/modify and import/export taxonomy elements and values, without respondent assistance, using CSV or XML. Allow multiple levels and can be used to define default or mandatory metadata for a record. Titles go at least 2 levels deep with free text to assist. Taxonomy terms be unique across all levels.	X		Standard OnBase
144	Be able to control thesaurus depth and view, update and propagate changes.	X		Standard OnBase
145	Accommodate multi-level taxonomies.	X		Standard OnBase
146	Have the ability to manage records and/or content in place as well as archive to repository based on needs.	X		Standard OnBase
147	Assign unique identifiers to records and/or content and their associated metadata.	X		Standard OnBase
148	Have versioning and provide, maintain and manage version history and version control for all content (including thesaurus, taxonomy and pick lists) in all environments (development, test, QAS, stage, production, etc.).	X		Standard OnBase
149	Permit real-time redaction of critical information based on security without altering the original content.	X		Standard OnBase
150	Provide a means of tagging content and sending emails and attachments to or from the system repository with the ability to specify down to a portion of the page or record.	X		Standard OnBase
151	Be able to manage versions of individual content objects and to force a new version on edit of content and/or metadata.	X		Standard OnBase
152	Provide the ability to support multiple renditions of a content object (i.e.: word, pdf, html, xml).	X		Standard OnBase
153	Provide the ability to enclose content objects in containers according to a configurable hierarchy (e.g.: documents within files, versions within documents, web pages, and websites).	X		Standard OnBase
154	Provide the ability to manage and maintain the integrity of content objects containing embedded and linked content objects. (e.g. maintain dynamic links to content objects).	X		Standard OnBase
155	Provide the ability to support relationships over different repositories/domains/content collections within security groups and conceal relationships from users without appropriate rights to the related content object.	X		Standard OnBase
156	Provide the ability to navigate (through quick select buttons or forward/back arrow) between different levels of the hierarchical relationship in both directions, allowing efficient return to point of origin.	X		Standard OnBase
157	Provide enterprise indexing to easily locate any content throughout the existing County computer enterprise and provide server transparency.	X		Standard OnBase
158	Compression capabilities default to "Off".	X		Standard OnBase
159	Provide a means for mapping content and metadata to and from external systems.	X		Standard OnBase



ENTERPRISE CONTENT MANAGEMENT		YES	NO	With Mods
160	Be able to out-of-the box archive content directly from their native program by way of either a control key or pop up function on the users' systems (i.e. Outlook®, Word®, or Excel® content. Office 2010 and greater) incorporating and exchanging data with these programs. Archiving of emails include attachments.	X		Standard OnBase
161	Have ability to grant or withhold specific permissions based on type of record and/or content down to part of a page or record.	X		Standard OnBase
162	Be capable of scaling up to 20,000 content management users.	X		Standard OnBase
163	Be capable of handling up to 15,000 external Web users	X		Standard OnBase
164	Be able to support a server inside the Fort Bend County firewall and application authentication for outside entities.	X		Standard OnBase
165	Be able to use exports from Digitech System's PaperVision product to link metadata indexing to images.	X		Standard OnBase
166	Support the ability to apply watermarks to printed or downloaded content.	X		Standard OnBase
167	Provide for the option of a separate data store.	X		Standard OnBase
168	Be able to publish content to a separate web server.	X		Standard OnBase
169	Indicate if the solution integrates with network file shares.	X		Standard OnBase
170	Be capable of integrating with ESRI ArcGIS and all updates to this.	X		Standard OnBase
171	Provide the ability for administrators and/or authorized users to distribute content on royalty-free DVDs or portable hard drives.	X		Standard OnBase
172	Provide the ability to work with copier-scanners, fax-copier, scanners, and digital cameras.	X		Standard OnBase
173	Allow users to make annotations to records without altering the records.	X		Standard OnBase

Does your proposed solution meet or exceed all the requirements listed above?

Yes X _____ No _____

If yes, provide detailed information as to how your solution meets or exceeds the proposed requirements. If no, list exceptions and include your recommendations or alternative solutions. If needed, additional pages may be included in responses. A response that follows the numbering system in this request is preferred

RECORDS MANAGEMENT		YES	NO	With Mods
174	Provide the ability for system administrators to select types of barcode formats supported by the system including 3 of 9.	X		Standard Functionality
175	Provide the ability to support and upload data from light weight barcode wands and portable walk-around scanners.	X		Standard Functionality
176	Provide the ability to design container labels including the ability to insert and size barcodes. These labels be able to hold complex data for a number of boxes (e.g. department, start and ending range, shelf location and related consignment data).	X		Standard Functionality
177	Provide the ability for end users to print box labels including barcode at the user's location. Automatic notification upon printing labels sent to staff requesting pick up of these new boxes is desired.	X		Standard Functionality
178	Provide the ability for power users to update field and other fields on containers (excluding location details).	X		Standard Functionality
179	Provide the ability for power users to delete new empty containers.	X		Standard Functionality
180	Provide the ability to track hardcopy objects (e.g.: folders, files, boxes, other physical items).	X		Standard Functionality

RECORDS MANAGEMENT		YES	NO	With Mods
181	Provide the ability to maintain a specified number (number is to be configurable by Fort Bend County administrators without assistance from the contractor\respondent) of movement histories against each tracked object.	X		Standard Functionality
182	Provide the ability to send notification of object movement (e.g.: in transit, received).	X		Standard Functionality
183	Have the ability for departmental users to select items from their "Request List" to create a printable "Return List".	X		Standard Functionality
184	Not allow users to request/check out records that are already checked out.	X		Standard Functionality
185	Have the ability to link a file to a container to facilitate scanning and attachment of a 'contents' sheet for that container. This file be viewable by staff as well as the user/owner.	X		Standard Functionality
186	Provide the ability for users to reserve hardcopy records in advance and notify staff.	X		Standard Functionality
187	Ensure that only administrators can change location information.	X		Standard Functionality
188	Provide a means of allowing physical records to be returned to storage.	X		Standard Functionality
189	Provide the ability to maintain separate location directories for physical locations external/internal to staff and restrict the use/update of locations to nominated users or groups of users.	X		Standard Functionality
190	Provide the ability to manage workflow: Provide workflow for containers (e.g.: request for storage, arrival of storage, shelving of container, etc.). Provide workflow for disposal of containers and/or records (e.g.: approve disposal and/or set disposal authority for future notification, etc.).	X		Standard Functionality
191	Provide the ability to expunge individual folders (i.e. content) within the container.	X		Standard Functionality
192	Provide the ability for records within a container to inherit/disinherit location information from the container location.	X		Standard Functionality
193	Provide the ability for hardcopy objects that are linked to electronic objects to be moved/tracked with a workflow.	X		Standard Functionality
194	Provide a means of auditing missing/lost records.	X		Standard Functionality
195	Provide the ability to enter volume metrics per storage unit and box type and then calculate shelf-space.	X		Standard Functionality
196	Provide Fort Bend County staff the ability to design storage repository (e.g.: number of shelves and index to shelves, in a graphical workspace) including configurations to accommodate the current and future shelf matrix.	X		Standard Functionality
197	Provide the ability to distinguish electronic versus hardcopy content and to generate reports for electronic, hardcopy or both.	X		Standard Functionality
198	Provide the ability to distinguish electronic disposal trigger (object 'time-expired') from actual disposal (i.e.: physical removal of boxes from shelves).	X		Standard Functionality
199	Provide the ability to re-box and/or rearrange contents between containers.	X		Standard Functionality
200	Provide a "chain of custody" history for all containers.	X		Standard Functionality
201	Alert users when they have a record checked out past the check- out period.	X		Standard Functionality
202	Have ability to grant or withhold specific permissions based on type of records down to individual containers.	X		Standard Functionality
203	Provide reports on space assigned and growth trends.	X		Standard Functionality



RECORDS MANAGEMENT		YES	NO	With Mods
204	Report required shelf space, available shelf space, and/or available by department shelf space.	X		Standard Functionality
205	Provide the ability for Records Management staff to update record location via scanned bar-code data upload or manual selection of location data from a directory.	X		Standard Functionality
206	Indicate whether or not solution supports the use of RFID.	X		Standard Functionality
207	Have the ability to "restore" destroyed container information in case of return or accidental "destruction" within the database.	X		Standard Functionality
208	Have the ability to manage the complete lifecycle of contracts.	X		Standard Functionality
209	Check that record requested is within the range (within the start and end range fields) for the container specified rejecting request if it is not.	X		Standard Functionality
210	Have the ability to notify Records Management staff that multiple requests come from the same container.	X		Standard Functionality
211	Allow the addition as well as batch import of content information for containers.	X		Standard Functionality

Does your proposed solution meet or exceed all the requirements listed above?

Yes X_____ No _____

If yes, provide detailed information as to how your solution meets or exceeds the proposed requirements. If no, list exceptions and include your recommendations or alternative solutions. If needed, additional pages may be included in responses. A response that follows the numbering system in this request is preferred

Response: Please reference our RM Guide in the Appendix for more detailed examples. This is configurable to meet your process and we have included hours for this.



Section

3

Section 3 – TAB 1 – Project Solution

Project Solution (pg 19) – This section should contain a narrative that clearly demonstrates the Respondent's approach toward meeting the goals and objectives of this RFP. This section should address how each specific requirement of the RFP will be met by the proposed solution. Further, any desirable features of this approach should also be explained. Clarity of description of the proposed solution is the aim and, therefore, use of product boilerplate and marketing releases throughout this section is discouraged.

Approach

The Phoenix Team has assembled a highly experienced team of consultants to implement the County's project. Please find an overview of their qualifications and experience below.

The project manager assigned to this project, JL Diaz, is a PMP-certified professional who has extensive experience overseeing Public Sector engagements, including our highly successful projects at the Los Angeles Unified School District and ECM project at Tarrant County, TX. He is well versed in the **Phoenix Project Management Methodology**, a Project Management approach that has been proven in over 60 client project implementations.

Phoenix maintains a client-driven focus - our project manager will report directly to Phoenix's President, Hanif Sarangi. Both Mr. Sarangi and Mr. Diaz will personally ensure the successful completion and delivery of this project. A brief biography for Mr. Diaz is provided below:

Project Manager	JL Diaz
<ul style="list-style-type: none"> Accomplished Project Manager and System Integrator with over 15 years of extensive experience managing, executing and delivering performance management efficiencies for various industries ranging from Manufacturing, Public Sector, Non-Profit Organization, and Utility Industries. Well versed dealing with the often overlapping people, process, information and technology issues that affect how well finance organizations operate and support the activities of the rest of their organization. Full cycle knowledge of finance department activities, which include planning and budgeting, analysis, assessment and review, closing and consolidation, internal financial reporting and external financial reporting, as well as the underlying information technology systems that support them. Knowledgeable of project methodologies and the imperative of managing the scope, deliverable and client expectations. Strong interpersonal, communication and problem solving skills. Highly collaborative. 	
Certifications: <ul style="list-style-type: none"> PMP/CRISC Certified 	
Key Clients: Tarrant County, Los Angeles Unified School District, Southern California Edison, Pittsburgh Water and Sewer Authority, City of Charlottesville, Birmingham Water Works Board	

Mr. Diaz's full resume can be found in **Appendix 5 – Resumes**

We have also prepared the following table to summarize the vast experience that our Project Team will bring to the project.

**Staff Experience Matrix**

Role	Consultant	Areas of Expertise	Industry Experience	Public Sector Experience	Public Sector Projects
Project Manager	JL Diaz	Project Management	15 Years	10 Years	1) Birmingham Water Works Board 2) Pittsburgh Water and Sewer Authority 3) Los Angeles Unified School District 4) City of Charlottesville 5) Metro Manila Development Authority
Lead Consultant	Adan Miranda	Consulting/ Account Management	4 Years	4 Years	1) Las Vegas Metro PD 2) Tarrant County, TX 3) TransUnion LLC 4) University of Chicago 5) City of Boise, ID
Solution Manager	Brian Sullivan	Solution Design/ Integration	10 Years	10 Years	1) Las Vegas Metro PD 2) McHenry County, IL 3) City of Naperville, IL 4) Tarrant County, TX 5) Lake County, IL 6) University of Chicago 7) City of Boise, ID
Senior Implementer	Bill Burtelson	Development/ Technical Support	8 years	8 Years	1) Las Vegas Metro PD 2) McHenry County, IL 3) Tulare, CA 4) Placer County, CA 5) City of Boise, ID 6) City of Naperville, IL 7) University of Chicago
President (Requordit)	Mark Buckley	Solution Design, Governance, OnBase Leadership	17 Years	20 Years	1) Las Vegas Metro PD 2) Tarrant County, TX 3) TransUnion (Government Compliance) 4) State of California Supreme Court 5) University of Chicago 6) City of Boise, ID 7) McHenry County, IL
Business Analyst	Broc Horvat	Project Management and Business Analyst	10 Years	2 Years	1) University of Chicago 2) American Bridge Corp 3) Hayden Corp 4) TransUnion LLC



Role	Consultant	Areas of Expertise	Industry Experience	Public Sector Experience	Public Sector Projects
Client Services Manager	Jenna Sullivan	Support	10 Years	1 Year	1) Great Lakes Dredge & Dock 2) Haydon Building Corp 3) MOOG 4) Wagman Companies, Inc
Deployment Specialist	John Ovitt	Client Environment Architect and OnBase Deployment lead	8 Years	8 Years	1) Las Vegas Metro PD 2) Tarrant County, TX 3) TransUnion LLC 4) State of California Supreme Court

Agile Project Management

Phoenix Team members will be onsite for the project kickoff. After, work will be done off-site whenever possible by the Team's responsible for the given project phase. With an agile approach, a team is as dedicated as the solution allows for. For example, after initial deployment of the Test, Dev and Prod environments, a team focused integration can work side by side a team geared towards our Day-Forward-Approach.

County Involvement

We recommend that one or two County professionals be dedicated to providing ongoing operational support. One OnBase administrator is required. A second resource would be beneficial to providing backup and disaster recovery capabilities in case the first resource is not available. For many of our clients, the OnBase administrator role is one part of their responsibilities, as the software is intuitive, and the Phoenix Team and Hyland Software training resources provide ample opportunities for ongoing training. In addition, the need for customized programming requirements is minimal, and can be accomplished with a resource that is proficient in industry standard scripting practices.

The primary purpose of this resource is to provide high level technical support to the robust users and administrative staff indicated in the rollout plan. In addition, this resource will work with the individual departments to configure the OnBase software after the processes and needs have been completed.

As mentioned above, the project would require cooperation from the County IT Department. For this project, which will start in April and end in June, we estimate that we would require the following County resources:

OnBase Administrator	1	100%	Involved in day-to-day operations. Need to be trained (hands on) on how to trouble shoot OnBase. Will be given skills to analyze how to solve and process OnBase issues.
Database Administrator	1	20%	Involved in database setup /back up and optimization
Security Administrator	1	20%	Responsible for ensuring that the team will have the proper access to the system. Needs knowledge of Single Sign On.
Web Administrator	1	20%	Responsible for integrating OnBase with the web portal (if needed)



Programmer	1	50%	They will be responsible for developing any reports, interfaces, conversions, enhancements that will arise from the design stage
Project Sponsor	1	10%	The person or group providing financial resources, in cash or in kind, for the project.
Project Manager	1	100%	The person managing the project and its successful, on-time completion.
Subject Matter Experts	n/a	25%	Individuals with expertise about systems or processes required to complete the project and/or make it successful.

The County can expect to be heavily involved during:

- Project Scoping – Two weeks of dedicated resource (project manager) effort and subject matter experts with our team onsite and a week of follow up. This can occur once for Phase 1, Phase 2, training and go-live.
- Hardware Deployment and set up – Database Admin, Security Admin, Web Admin
- QA and Testing
- Training

Aside from this, we ask that the internal project manager be available for a weekly status call.

Timeline

(See below)



Strategic Enterprise Content Management Deployment																								
Description		WK1	WK2	WK3	WK4	WK5	WK6	WK7	WK8	WK9	WK10	WK11	WK12	WK13	WK14	WK15	WK16	WK17	WK18	WK19	WK20	WK21	WK22	WK23
Kick-off Meeting																								
Confirm Phase 1 Scope																								
Hardware Deployment																								
OnBase Set-Up (60 Hours)		60																						
Phase 1																								
Department Set up (Document Types, Scanning Setup, Scan, Store, Retrieve) (160 hours)		160																						
Auditor																								
Purchasing, PO Process																								
County Attorney																								
Records Management																								
Engineering																								
Human Resources																								
Elections																								
Community Development																								
Facilities																								
Health and Human Services																								
Lawson Integration w/ Ap Enabler (40 hours)		40																						
Three-Way Match, Contract Management and Invoice Automation (1000)		1000																						
Records Management (EORMS) (180 hours)		180																						
ESRI Integration (24 hours)		12																						
ePlan Review (out of the box) (260 hours)		225																						
Records Management (Digital Retention)		225																						
Replace Paper/Vision (320 hours)		120																						
RFP Management Solution (250 hours)		80																						
Form Processing (80)		80																						
Facilities Management Case Management (Out of the Box) (120)		80																						
Training, Videos and documentation (120) (Plus time and materials)		120																						
Conversion Services off Shared Drives (300)		300																						
Phase 1 Total Hours		2602																						
Vendor Management (out of the box) (240 hours hours)		220																						
Integrate with Ball-bond or replace (240 hours)		220																						
Integrate with or replace Election Software (225)		220																						
Phase 1 Optional Component Hours		660																						



Project Solution by Department

Requordit Project Solution
by Department

PHASE 1

DEPARTMENT

County Auditor	Accounts Payable
Purchasing	Purchase Order Process
County Attorney	Investigation Claims
Records Management	Capture Scan
Engineering	Subdivision
Community Development	Action Plan
Human Resources	Employee Personnel File
Election Administration	Voter Registration
Facilities Management & Planning	Project Management
Health & Human Services	Autopsy Billing

OnBase
Scanning
Workflow
Workflow
Unity Forms
Records Management
Vendor Management
Signatures
Lawson Integration
Office Integration
Web Client & Mobile Apps
RQ Back File Conversion

x=required R=recommended

NOTES:

3-way match; except on handling

3-way match; except on handling

Agenda Link AP

Requordit Project Solution
by Department

PHASE 2

DEPARTMENT

Drainage District	Plan Review
District Attorney Juvenile	Case Management
Risk Management	Insurance Risk Management
Juvenile	Referral
Public Transportation	Contract Grant Process
Road and Bridge	Requests for Service
County Judge	Invoicing
Animal Service	
Office of Emergency Management	Grants Process
Child Support	Child Support Process

OnBase
Scanning
Workflow
Workflow
Unity Forms
Records Management
Vendor Management
Signatures
Lawson Integration
Office Integration
Web Client & Mobile Apps
RQ Back File Conversion

x=required R=recommended

NOTES:

Unity AP & RQ Media

Unity AP & RQ Media, CMS AP

Forms in Spanish & English

Unity AP & RQ Media, KMS AP

Requordit Project Solution by Department

Requordit Project Solution by Department

OnBase
Scanning
Workflow
Workflow
Unity Forms
Records Management
Vendor Management
Signatures
Lawson Integration
Office Integration
Web Client & Mobile Apps
RQ Back File Conversion

x=required R=recommended

PHASE 3 DEPARTMENT

Constables	Civil Processing
Commissioners Court	Mobility Project Oversight
Treasurer	County Payroll
EMS	Training Records Process
Tax Office	Property Deposits
Fire Marshal	
Parks & Recreation	In-house PO Process
Civil Service	Budget Office
Budget Office	Budget Process Training
Environmental Health	
Public Defender	
Information Technology	Telecom Invoicing
Sheriff	

x	x												
x	x		R									R	
x	R	R		R	R								
x	x	x	R								R		
x	x												
x	x												
x	R			x						x			
x	x	x									x		x
x	x	x									x		
x													
R			R										
x	x	x		x				x	x	R			
R	R	R	R	R	R							R	R

NOTES:

integrate with FTO/QA

Defender Database interface
Outlook, Unity AP & RQ Media
Refer to solution below

x=required R=recommended

ReQuord ECM / OnBase

As a best practice, the ReQuord ECM is recommended across all departments. Appendix 1

Scanning

The Phoenix team recommends using the Production Document Imaging Module with your dedicated scanners. The module provides a scalable solution for centralized and distributed scanning, where documents are scanned or swept into user-defined queues, using ANY TWAIN, ISIS, or Kofax compliant scanner. The invoices are scanned, indexed, and archived directly into OnBase, taking advantage of several methods for automating document classification and indexing for AP processing.

Workflow

The Phoenix Team's best practice recommendation is to migrate Workflow activities to take place within ReQuord ECM. Workflow is used for the automation of document centric business processes. Most importantly, the reason to have workflow occur within ReQuord ECM is extensive document level audit trail and versioning control. Workflow should serve as replacement for Rapid Workflow where possible. OnBase Workflow is an automation engine and electronic routing system that enables organizations to process work faster and more efficiently. Workflow provides a rich set of point and click configurable rules and actions, allowing business processes to be quickly automated with no need for custom programming. Workflow comes with unlimited form creation and email notifications. Workflow can even assist in self-service activities such as notifying a user or constituent that an action is needed or a permit has expired without the need for county employee intervention. Please see Appendix 1 for more information.

Workview

Workview is recommended for identified departments for the management of data/information centric business processes.



Unity Forms

OnBase Unity Forms (packaged at no cost with the purchase of Workflow) lets users automate forms processing, importing and indexing. The product offers form design capabilities to business users –needing no custom coding efforts from IT staff to create and deploy within workflow. These custom electronic forms feature multi-page (tabbed) forms, user group-based security, repeating sections (Multi-Instance Keyword Type Groups), data validation and keysets (AutoFill Keyword Sets) and can be created from scratch with easy point-and-click designer within OnBase.

OnBase also supports traditional E-Form technology to create advanced custom forms that provides the ability to complete, index, and store HTML based

Records Management

Records Management allows for flexible retention plan sets and event sets. Requordit has designed the most comprehensive Hyland OnBase Records Management solution for both physical and electronic records. ReQuord Electronic Records Management System (RQ ERMS), implemented by Tarrant County, is powered by Hyland OnBase and was developed to meet the special needs of our public sector Records Managers/Archivists. This exclusive solution, automates previously manual tasks such as box requests, storage, deliveries, additions to case files, and legal holds. County records environment becomes paperless from day one with this single configurable solution. Furthermore, ReQuord ERMS provides scan on demand electronic delivery to the requester. The benefits of having these actions occur within OnBase include associating physical and electronic records, a single point of governance for security, bar-code creation, scanning, redaction and retention plans, web access, document audit trails and workflow capabilities.

The Phoenix Team draws upon our client experiences to build a meaningful all-encompassing solution. We look to collaborate with other technologies where the County sees fit. OnBase solutions you to continue to provide better service, faster, and with less effort. OnBase automates key tasks and eliminates the busy work that adds time, cost and risk. Finally, OnBase offers easy maintenance for IT across all solutions even as business needs and business systems change over time.

Vendor Management

ReQuordit has successfully automated Contract Management activities for its clients. This all-encompassing solution tracks contracts from the request, negotiation and approval phases through the execution/renewal/expiration periods. Tools such as Eforms, Workflow and Notifications are leveraged according to best practice methods to eliminate paper, reduce processing time, and allow the County to ensure the renew favorable contract terms with vendors. This solution allows documents to route between managers, purchasing, and legal effortlessly.

Signatures

Best Practice: The Signature Pad Interface (13) electronically captures signatures, allowing users to sign image documents and E-Forms within OnBase. The ability to sign documents in real-time can accelerate many business processes, including approvals, order receipt or policy acknowledgement. Signatures are permanently burned onto the document, providing a secure and unalterable record of the captured document signature.

Optional Method: Cloud based Integration for DocuSign and/or CIC SignatureOne. See Appendix 6

Electronic Plan Review

Requordit's Al Kundrik developed Hyland's E-plan review solution. E-plan review enables government agencies to automate plan submission, review and approval processes. Via a user-friendly website, submitters import plans and supporting documents directly into OnBase, where they are automatically organized and routed to the appropriate reviewers. Staff simultaneously review plan submissions, accelerating community development and infrastructure initiatives. Plan sets are tracked electronically throughout the review and revision process. After



review, users approve plans by applying a digital stamp, seal and signature. The OnBase Electronic Plan Review solution transforms the plan review process, supporting efficient collaboration and improving transparency to the public.

Base Modules to Include:

Plan Review Named User – based on number of reviewers

- ▶ Includes a named client, named workflow and the plan review "viewer" license

Multi-user Server - 1

Unity Client Server – 1

EDM Services – 1

PDF Framework – 1

Conversion Framework for Aspose – 1

Signature PAD Interface TWAIN –

More details in Appendix 11

Legacy System Integration Capability

Requordit has successfully developed integrations into over 100 applications in the last 15 years of providing ECM solutions. We have developed a strong consistent methodology for approaching these issues that provides several significant advantages for our clients.

- Standards based approaches to integrating with nearly any type of legacy system.
- Clear development methods that allow for upgrades and enhancements to either system without risk of the integration failing.
- Quickly deployable and repeatable solutions that our clients can implement on their own after training by Requordit.

Our integrations fall into functional categories. The idea is to define what you really mean by integration:

- Document Retrieval from within the legacy application.
- Ability to have the ECM leverage the Legacy system for indexing.
- Ability for the ECM solution to affect the Legacy system through workflow.
- Application Enabler:
 - A point and click configurable applications that can image enable any Webserver, or green screen application to do document retrieval, scanning, and more.

Mobile Operations and Web Client

Mobile integrations that fully extends the capabilities of OnBase such as workflow, e-forms, and search/retrieval to end user's mobile devices. Each module sold separately. The OnBase web client can access OnBase anywhere there is a standard internet connection; the client work with any of the approved browsers (ie Safari, Internet Explorer, Firefox, ect.)

Lawson

The Phoenix Team has one of the most successful implementations of Lawson and OnBase with the City of Boise. In the case of Boise, we worked with Ciber for Lawson Support to leverage the City's investment in Lawson at the enterprise level. OnBase manages documents in support of Lawson transactions. OnBase has the ability to exchange data in near real time behind the scenes to automate processes and keep critical line of business applications in sync. Appendix 10

Back File Conversion



Experience has helped us develop a cost effective approach to back file conversion. We recommend the county reach out to the Las Vegas Metropolitan Police Department whose contact information is found in our project reference section above. The Phoenix Team can work with any 3rd party outsource scanning provider who can provide images and XML or CSV file with the corresponding metadata (keywords) utilizing OnBase's Document import processor we can marry the images and their corresponding metadata for proper storage within OnBase.

When share drives need to be converted into the solution, if the folder paths where the images are stored are consistent, we can leverage them to assist in automatic indexing. Finally, over our 15 years in the document management space, we have yet to encounter a back file conversion that we couldn't handle expeditiously.

RQ Media

ReQuord Media offers a solution currently used by law enforcement and county agencies to capture the original state of forensic and chain of evidence photos and video. Media archived to OnBase from data cards also upload the corresponding Meta data such as declare the time, date, aptitude, light, etc. We provide a replica of the RAW file for viewing in a thumbnail page view to make working with the photos convenient and easy to use. The thumb nail views are only 50K so they are easy to view and do not slow the system performance. The solution is integrated into a DVD writer and Photo printer for complete automation of the photo labs of the County. Additionally, ReQuord Media has innovatively optimized transfer streaming technology to provide fast archiving of video files. In fact, we have developed an application that integrates with the Taser devices that are Video enabled (Something the Sheriff's Office may be interested in considering in their departmental solution). When officer cradles their Taser, they are automatically prompted for the event ID so that the Video Evidence is archived properly.



Section

4

Section 4 – TAB 1 Software and Hardware Requirements

Respondent should provide detailed software and hardware requirements to implement the software. Include specifications for all hardware

Software and Hardware Requirements**Software Requirements**

The table below lists the software requirements for the solution based on the information provided in the RFP.

ReQuord/OnBase Software	Description
Multuser Server	Provides utilities, configuration, Basic Text Search and Print Servers, three-tier Requordit Broker and a License to use the copyrighted Requordit Database in conjunction with a supported SQL Database Management System (DBMS) in a single instance, multi-user environment.
Barcode Recognition Server	The Requordit Bar Code Recognition Server provides the capability for a single workstation to provide bar code recognition for several or many scan stations.
Signature Pad Server	The Signature Pad Interface electronically captures signatures, allowing users to sign image documents and E-Forms within Requordit
Query API (first 500 queries/hour)	API integration connections per hour (first 500 per hour)
Query API (Additional 500 queries/hour)	API integration connections per hour (additional +500 per hour)
Production Document Imaging	Scans (digitizes) paper documents using Twain/ISIS compatible devices. Advanced features include bar code recognition, distributed capture and indexing, blank page separation and auto-enabled indexing.
Integration with ESRI ArcGIS Server	The Integration for ESRI ArcGIS maximizes GIS investments by linking Requordit content to geographic map features
Web Server	The Requordit Web Server provides users with secure, Web-based access to enterprise data, documents, and real-time interactions with business processes from anywhere and at any time.
EDM Services	Electronic Document Management (EDM) Services controls and tracks the modification of documents stored in ReQuord through revisions and versions.
Enterprise Office Integration 2010	Allows users of Word, Excel, and PowerPoint to interact with ReQuord enterprise content management through these familiar Microsoft Office interfaces.
Enterprise Outlook Integration (2010)	Allows an Outlook user to interact with ReQuord content and Workflow processes through their familiar Outlook interface.
Batch OCR	ReQuord Batch OCR (Optical Character Recognition) is a highly accurate full-page character recognition package working with the ReQuord Document Imaging or Document Import Processor modules.



ReQuord/OnBase Software	Description
Unity Server	Desktop client built on .NET and WPF that provides a customizable user experience to the desktop.
Document Import Processor (DIP)	DIP is typically used to process output from external scanning services, legacy applications and third-party capture systems into ReQuord. Powerful configuration and flexible scheduling options allow DIP to import from any text formatted index file and perform unattended processing during off-peak hours.
COLD/ERM (text Files only - Filters needed for PDF/PCL)	COLD/ERM takes data from business applications and turns that data into fully indexed and widely accessible reports and documents
Report Services	Report Services gives organizations the ability to gain valuable information about system and business KPIs
Records Management	ReQuord Records Management (RM) controls the retention of all associated business records securely organized within the ReQuord Folders interface.
Unity Integration Toolkit	Unity integration toolkit. Provide API integration from external applications into ReQuord, enabling seamless integration with 3rd party applications.
Publishing	Publishing, packages a specified set of ReQuord documents and metadata together with a Runtime Client for easy distribution and retrieval.
Virtual Print Driver	Appears as a standard printer in Windows applications and enables users to electronically print documents directly into ReQuord.
Automated Redaction	Offers the capability of redacting information from batches in automated processing.
Lawson Integration	The Phoenix Team has one of the most successful implementations of Lawson and OnBase with the City of Boise. In the case of Boise, we worked with Ciber for Lawson Support to leverage the City's investment in Lawson at the enterprise level. OnBase manages documents in support of Lawson transactions. OnBase has the ability to exchange data in near real time behind the scenes to automate processes and keep critical line of business applications in sync.
Context Search Framework	Context Search Framework provides a simple interface that makes it easy to full-text search across the data stored in one or more of your WorkView Case Manager business applications. Administrators can define search scopes that can include one or more record types (classes) and assign them to specific OnBase user groups. End users can then perform simple to advanced searches on data values to quickly and easily locate relevant data records (objects).
PDF Framework	Enables PDF features for dependent products as referenced in the OnBase Requirements section for that product.
Conversion Framework for Apose	Enables users who do not have Microsoft Office to view required documents and convert Word documents to non-editable Tiff images or PDF files.



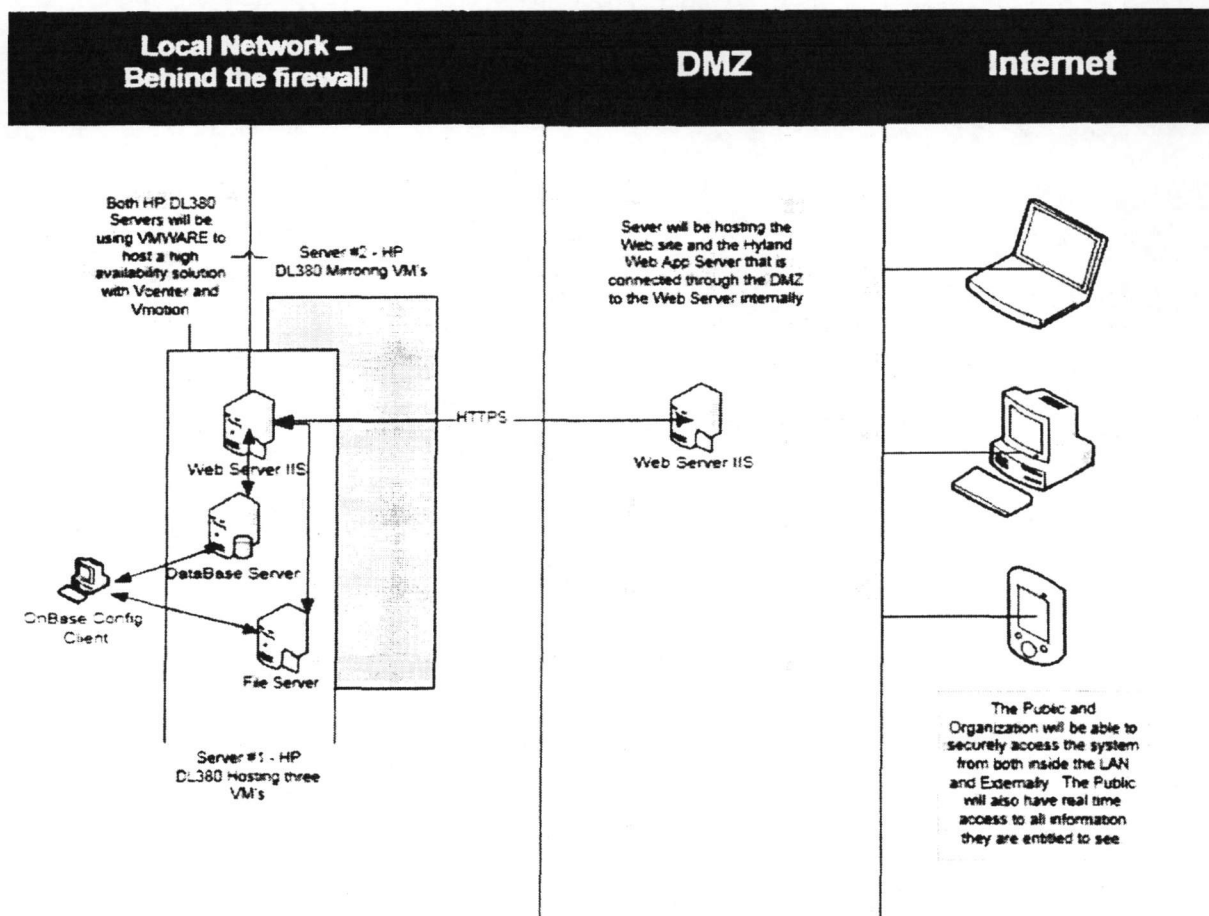
ReQuord/OnBase Software	Description
Named Plan review user	Enables government agencies and other organizations to perform plan review processes related to community development, such as commercial buildings, private residence work, roads, bridges and other infrastructure projects. A submittal web site allows electronic upload of plan sheets and related documents. Plan revisions can be re-submitted, and finalized plans can be approved, stamped and returned to submitters, with collected comments and markups. Plan Review supports 2D drawing formats only.
Public Access Web Access Client (with Workflow)	Provides constituents of a particular government agency web-based document viewing, and limited Workflow routing. Standard Client functionality will be restricted. This license is only for use by constituents in the public sector market. This license can NOT be used by any employee of any agency or anyone on that agency's internal network. Standard Client licenses must be purchased for agency employees. This license is required for each instance of an OnBase database within the agency. Constituent counts are determined by the most recent official Census results. Hyland reserves the right to increase license fees if the agency's constituent base increases.
Full-text Search	Provides integration with Autonomy IDOL to provide advanced Full-Text searches for words or phrases that exist within documents stored in OnBase. These words or phrases can exist in COLD documents, text renditions of image documents (OCR'd images), and many 3rd party application documents. Can perform fuzzy searches, wildcard searches, stemming searches, thesaurus searches, and searches combining full-text and keywords on document types.
Advanced Capture	Enables the automatic classification and indexing of scanned documents. Supports multiple languages and the processing of bi-tonal, grayscale and color images. Enables batch processing and also ad-hoc Automated Indexing from a select list.
Reporting Dashboards	Graphically displays data returned from a configured data provider, allowing users to quickly identify relevant information and trends surrounding the data managed by the data provider. Available dashboard items include basic pie, chart and bar graphs, or more advanced displays such as gauges, pivot tables and maps.



ReQuord User Licenses	Description
ReQuord Concurrent Users	Active sessions to ReQuord to be shared among entire ReQuord solution user base (First 100 concurrent licenses)
ReQuord Workflow Concurrent Client SL	Active workflow sessions to ReQuord to be shared among entire ReQuord solution user base (First 20 concurrent licenses) Based on the limited Workflow information given in the RFP.
ReQuord WorkView Concurrent Licenses	Case Management; Records Management Solution required for complete knowledge view and related actions.
ReQuord Software Components	Description
ReQuord Media	Automated collection and storage of photo, audio and video files, as well as the storage and location of all official documentation related to the case
ReQuord Stamp Now	Stamping each page of every document with a specific marking to provide origination reference
ReQuord Electronic Records Management Solution	Records Management Total Solution Cost sold at fixed price for standard functionality.

Hardware Environment

The diagram below provides an overview of the hardware requirements for OnBase. Please see Appendix 4 for more information.



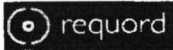
Section
5
Section 5 – TAB 2 Cost

Provide detailed pricing including pricing for options.

Breakdown of Proposed Price

ReQuord Best Offer (200 users) with all Phase 1 Departments

DESCRIPTION	PRICE
Hyland Software License Fees (for a five (5) year term) (Phase 1-3)	\$ 646,525.00
ReQuord Software (for a five (5) year term) (Phase 1-3)	\$ 50,000
Conversion Services from share drives	\$ 55,500
Implementation and Project Management Services: (Phase 1) <i>(Please provide detailed cost breakdown and calculations).</i>	\$ 448,995
Other Services: Additional Conversion of Current ECM <i>(Please provide detailed cost breakdown and calculations).</i>	\$ 60,000
Training <i>(Please provide detailed cost breakdown on page 65).</i>	\$ 29,000
Travel <i>(Please provide detailed cost breakdown and calculations).</i>	To be determined
Additional Costs and Fees <i>(Please list and add additional sheets as necessary).</i>	\$
Maintenance and Technical Support Service Fees (Initial Contract Term) at 18.5%	
Maintenance and Technical Support Service Fees Year 1*	\$ 149,665
Maintenance and Technical Support Service Fees Year 2	\$ 149,665
Maintenance and Technical Support Service Fees Year 3	\$ 149,665
Maintenance and Technical Support Service Fees Year 4	\$ 149,665
Maintenance and Technical Support Service Fees Year 5	\$ 149,665
Total Proposed Price*	\$ 1,938,345



Include first year annual license fees, and provide pricing for years 2 through 5.


SOFTWARE LICENSE YEAR	ANNUAL COST
Year 1 Software	\$398,500.00
Year 1 Maintenance	\$128,945.00
Tear 1 Total	\$480,547.50
Total Software + Maintenance for 5 Years	\$808,737.50

Exhibit 1 : OnBase Training Options

OnBase Training Options					
ReQuordIt					
Day	Subject	Description	Class	Cost	Description
Day 1	Basic Configuration	Highlights the configuration of basic OnBase functionality including scanning, queries, document type, keywords and security.		\$ 2,800.00	5 day course that gives OnBase professionals dedicated to the technical support function an opportunity to develop practical skills for diagnosing and troubleshooting common support issues.
Day 2	WorkView	Customized training geared towards the Records Solution WorkView solution.		\$ 2,800.00	5 day course that introduces an OnBase System Administrator to the use, maintenance and administration of OnBase day-to-day activities.
Day 3	WorkFlow	Introduces OnBase user to processes and tools associated with the designing, implementing and modifying of OnBase Workflow. This includes email notifications, queues, adhoc, and maintenance.		\$ 2,800.00	5 day course introducing the aspects of workflow design in training scenarios that require students to employ multiple functions.
Project Proponents will provide training to the technical staff that will be administering the OnBase solution for OnBase and WorkView. This training will be on-site and accompanied by documentation focused on this Tarrant County solution.			For more in-depth training, Hyland onsite classes are 5 day intensive course that give an in-depth look at every aspect of the studied subject matter. The prices above are per attendee.		



Recommended Phase 1-4 Software Solution

		Adan Miranda 515 N. State Street, Suite 2350 Chicago, IL 60654 312-332-9200				
Client: Fort Bend County, Texas		Date: 10/14/2015				
Contact:						
Sales Quote #: SO-6000						
Project Name: Phase 1 ECM Solution						
		\$ 846,190.00				
Qty	Part #	Description	MSRP	MSRP Price	Discount Price	Ext. Price
Hyland OnBase Software						
1	IAIPW1	Advanced Capture	\$ 25,000.00	\$ 25,000.00	\$ 21,250.00	\$ 21,250.00
1	ARIPW1	Automated Redaction	\$ 20,000.00	\$ 20,000.00	\$ 17,000.00	\$ 17,000.00
15	IDIPC1	Autonomy IDOL Concurrent	\$ 300.00	\$ 4,500.00	\$ 255.00	\$ 3,825.00
1	IDIP1	Autonomy IDOL Server	\$ 10,000.00	\$ 10,000.00	\$ 8,500.00	\$ 8,500.00
1	BSIPW1	Barcode Recognition Server	\$ 5,000.00	\$ 5,000.00	\$ 4,250.00	\$ 4,250.00
1	CLIPW1	COLD/ERM (Text Files only - Filters needed for PDF/PCL)	\$ 10,000.00	\$ 10,000.00	\$ 8,500.00	\$ 8,500.00
100	CTIPC2	Concurrent Users (101-200) (No discount without discussion)	\$ 1,200.00	\$ 120,000.00		\$ 120,000.00
100	CTIPC1	Concurrent Users (1-100) (No discount without discussion)	\$ 1,400.00	\$ 140,000.00		\$ 140,000.00
1	CFIP1	Context Search Framework	\$ 10,000.00	\$ 10,000.00	\$ 8,500.00	\$ 8,500.00
1	WTIP1-AS	Conversion Framework for Aspose	\$ 3,000.00	\$ 3,000.00	\$ 2,550.00	\$ 2,550.00
1	DPIPW1	Document Import Processor	\$ 5,000.00	\$ 5,000.00	\$ 4,250.00	\$ 4,250.00
1	AEIP12	Enterprise Application Enabler	\$ 50,000.00	\$ 50,000.00	\$ 42,500.00	\$ 42,500.00
1	OLIP1-10	Integration for Microsoft Outlook 2013	\$ 5,000.00	\$ 5,000.00	\$ 4,250.00	\$ 4,250.00
1	EGIP1	Integration with ESRI ArcGIS Server	\$ 10,000.00	\$ 10,000.00	\$ 8,500.00	\$ 8,500.00
1	OBIPW1	Multi-User Server	\$ 5,000.00	\$ 5,000.00	\$ 4,250.00	\$ 4,250.00
5	PLIPN1	Named Plan Review User	\$ 2,500.00	\$ 12,500.00	\$ 2,125.00	\$ 10,625.00
1	OIIPW4-10	Office Business Application for 2013 (401+)	\$ 15,000.00	\$ 15,000.00	\$ 12,750.00	\$ 12,750.00
1	PDFIP1	PDF Frame Work	\$ 3,000.00	\$ 3,000.00	\$ 2,550.00	\$ 2,550.00
1	DIIPW1	Production Document Imaging (Kofax or TWIN) (1)	\$ 5,000.00	\$ 5,000.00	\$ 4,250.00	\$ 4,250.00
10	DIIPW2	Production Document Imaging (Kofax or TWIN) (2+)	\$ 3,000.00	\$ 30,000.00	\$ 2,550.00	\$ 25,500.00
650000	PSIP1	Public Sector Access Client (based on pop. size) w/ Workflow	\$ 0.05	\$ 32,500.00	\$ 0.05	\$ 32,500.00
1	API PQ3	Query API (1st 500 queries/hour Unity/Core)	\$ 10,000.00	\$ 10,000.00	\$ 8,500.00	\$ 8,500.00
1	API PQ4	Query API (Add'l 500 queries/hour Unity/Core)	\$ 8,000.00	\$ 8,000.00	\$ 6,800.00	\$ 6,800.00
1	RIIP1	Records Management	\$ 20,000.00	\$ 20,000.00	\$ 17,000.00	\$ 17,000.00
1	RHIP1	Reporting Dashboards	\$ 5,000.00	\$ 5,000.00	\$ 4,250.00	\$ 4,250.00
1	PWIP1	Signature Pad Interface	\$ 6,000.00	\$ 6,000.00	\$ 5,100.00	\$ 5,100.00
1	UNIP1	Unity Client Server	\$ 10,000.00	\$ 10,000.00	\$ 8,500.00	\$ 8,500.00
		Unity Forms (e-forms) Included	\$ -	\$ -	\$ -	\$ -
1	UIIP1	Unity Integration Toolkit	\$ 10,000.00	\$ 10,000.00	\$ 8,500.00	\$ 8,500.00
1	PTIPC1	Virtual Print Driver	\$ 5,000.00	\$ 5,000.00	\$ 4,250.00	\$ 4,250.00
1	WTIPW1	Web Server	\$ 10,000.00	\$ 10,000.00	\$ 8,500.00	\$ 8,500.00
25	WLIPC1	Workflow Concurrent Client SL	\$ 2,200.00	\$ 55,000.00	\$ 1,870.00	\$ 46,750.00
20	VLIPC1	WorkView Concurrent Client SL	\$ 1,500.00	\$ 30,000.00	\$ 1,275.00	\$ 25,500.00
10	VLIPC2	WorkView Concurrent Client SL (20-50)	\$ 1,200.00	\$ 12,000.00	\$ 1,020.00	\$ 10,200.00
1	IQPW4	Intelligent Capture for AP (plus total volume of Invoices)	\$ 7,500.00	\$ 7,500.00	\$ 6,375.00	\$ 6,375.00
*Additional Cost once Invoice Volume is determined						
Subtotal of the Hyland OnBase Software			\$ 709,000.00		\$ 646,525.00	
ReQuord Software						
1	RQ-Media	ReQuord Media	\$ 10,000.00	\$ 10,000.00	\$ 5,000.00	\$ 5,000.00
1	RQ-Scan-Now	ReQuord Scan Now	\$ 10,000.00	\$ 10,000.00	\$ 5,000.00	\$ 5,000.00
1	RQ-Elect-RMS	ReQuord Electronic RMS	\$ 75,000.00	\$ 75,000.00	\$ 37,500.00	\$ 37,500.00
1	RQ-RFP-MNG	ReQuord RFP Management Solution	\$ 5,000.00	\$ 5,000.00	\$ 2,500.00	\$ 2,500.00
*One-time 50% Discount						
Subtotal of the ReQuord Software			\$ 100,000.00		\$ 50,000.00	
Maintenance						
1	OBMAINT	OnBase Maintenance 18.5% of List Price	\$ 131,165.00	\$ 131,165.00		\$ 131,165.00
1	RQ-MAINT	ReQuord Maintenance 18.5% of List Price	\$ 18,500.00	\$ 18,500.00		\$ 18,500.00
Subtotal of the Software Maintenance			\$ 149,665.00		\$ 149,665.00	
Total Software Cost (Excludes Pro Svcs)						\$ 846,190.00

Minimum Recommended Software for Phase 1



Adan Miranda
515 N. State Street, Suite 2350
Chicago, IL 60654
312-332-9200

Client: Fort Bend County, Texas
Contact:
Sales Quote #: SO-6000 **Date:** 10/14/2015
Project Name: Phase 1 ECM Solution (100 Users Slim Package)

\$ 487,200.00

Qty	Part #	Description	MSRP	MSRP Price	Ext. Price
Hyland OnBase Software					
1	IAIPW1	Advanced Capture	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00
1	ARIPW1	Automated Redaction	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00
15	IDIPC1	Autonomy IDOL Concurrent	\$ 300.00	\$ 4,500.00	\$ 4,500.00
1	IDIP1	Autonomy IDOL Server	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
25	CTIPC1	Concurrent Users (1-100) (No discount without discussion)	\$ 1,400.00	\$ 35,000.00	\$ 35,000.00
1	WTIP1-AS	Conversion Framework for Aspose	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00
1	DPIPW1	Document Import Processor	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
1	AEIP1	Application Enabler (Single Use)	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00
1	OLIP1-10	Integration for Microsoft Outlook 2013	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
1	EGIP1	Integration with ESRI ArcGIS Server	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
1	OBIPW1	Multi-User Server	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
5	PLIPN1	Named Plan Review User	\$ 2,500.00	\$ 12,500.00	\$ 12,500.00
1	OIIPW4-10	Office Business Application for 2013 (401+)	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
1	PDFIP1	PDF Frame Work	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00
1	DIIPW1	Production Document Imaging (Kofax or TWAIN) (1)	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
10	DIIPW2	Production Document Imaging (Kofax or TWAIN) (2+)	\$ 3,000.00	\$ 30,000.00	\$ 30,000.00
650000	PSIPI1	Public Sector Access Client (based on pop. size) No Workflow	\$ 0.01	\$ 6,500.00	\$ 6,500.00
1	APIPQ3	Query API (1st 500 queries/hour Unity/Core)	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
1	RIIP1	Records Management	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00
1	PWIP1	Signature Pad Interface	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00
1	UNIP1	Unity Client Server	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
		Unity Forms (e-forms) Included	\$ -	\$ -	\$ -
1	UIIP1	Unity Integration Toolkit	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
1	WTIPW1	Web Server	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
15	WLIPC1	Workflow Concurrent Client SL	\$ 2,200.00	\$ 33,000.00	\$ 33,000.00
15	VLIPC1	WorkView Concurrent Client SL	\$ 1,500.00	\$ 22,500.00	\$ 22,500.00
1	ICIPW4	Intelligent Capture for AP (plus total volume of Invoices)	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00
		*Additional Cost once Invoice Volume is determined			
Subtotal of the Hyland OnBase Software				\$ 353,500.00	\$ 353,500.00

ReQuord Software

1	RQ-Media	ReQuord Media	\$	10,000.00	\$	10,000.00	\$	5,000.00	\$	5,000.00
1	RQ-Elct-RMS	ReQuord Electronic RMS	\$	75,000.00	\$	75,000.00	\$	37,500.00	\$	37,500.00
1	RQ-RFP-MNG	ReQuord RFP Management Solution	\$	5,000.00	\$	5,000.00	\$	2,500.00	\$	2,500.00
		*One-time 50% Discount								
		Subtotal of the ReQuord Software			\$	90,000.00			\$	45,000.00

Maintenance

1	OBMAINT	OnBase Maintenance 20% of List Price	\$ 70,700.00	\$ 70,700.00	\$ 70,700.00
1	RQ-MAINT	ReQuord Maintenance 20% of List Price	\$ 18,000.00	\$ 18,000.00	\$ 18,000.00
Subtotal of the Software Maintenance				\$ 88,700.00	\$ 88,700.00

Total Software Cost (Excludes Pro Srvs)

\$ 487,200.00





Professional Services





Description	MSRP	Price Each
Professional Services		
Professional Services Project Management	\$ 225	\$ 185
Professional Services Training	\$ 225	\$ 185
Professional Services Records Management	\$ 225	\$ 185
Professional Services ePlan Review & ESRI	\$ 225	\$ 185
Professional Services Lawson Int. w Ap Enabler	\$ 225	\$ 185
Full-AP,PO -Invoice Processing and 3 Way Match	\$ 225	\$ 185
Form Processing	\$ 225	\$ 185
Records Management & Retention (all phase 1 departments)	\$ 225	\$ 185
Conversion Services (all phase 1 departments from drives)	\$ 225	\$ 185
Optional Additional System Conversion	\$ 60,000	\$ 60,000
RFP Management Solution Config	\$ 225	\$ 185
Facilities Case Management	\$ 225	\$ 185
OnBase Admin Class	\$ 2,700.00	\$ 2,700.00

Provide separate cost for hardware, Fort Bend County will determine if County will provide required hardware or Respondent.

Recommended Scanners

Requordit is pleased to offer a 20% discount from the following recommended Kodak scanner MSRPs:

Kodak Alaris Product Comparison Requordit 7-22-15				
				
	Kodak Alaris i2420 Scanner	Kodak Alaris i2620 Scanner	Kodak Alaris i2820 Scanner	Kodak Alaris i3200
BACKGROUND INFORMATION	USA BLI ID: 40558	USA BLI ID: 40559	USA BLI ID: 40560	USA BLI ID: 40171
Part Number	INA	INA	INA	1640549
Market Segment	Workgroup	Workgroup	Workgroup	Departmental
SRP	\$845	\$1,195	\$1,695	\$4,495
Domestic Intro Date	June 2015	June 2015	June 2015	January 2013
Engine Manufacturer	Kodak Alaris	Kodak Alaris	Kodak Alaris	Kodak Alaris
Also Sold As	None	None	None	None
Predecessor Model	Kodak Alaris i2400 Scanner	Kodak Alaris i2600 Scanner	Kodak Alaris i2800 Scanner	
Replacement Model				
Replacement Date				
Daily Duty Cycle	5,000 pages	7,000 pages	8,000 pages	15,000 pages
TECHNOLOGY				
Scanner Technology	CCD	CCD	CCD	CCD
Light Source	LED	LED	LED	LED
PAPER HANDLING				
Flatbed Maximum Scanning Area	Not applicable	Not applicable	Not applicable	Not applicable
ADF	Standard	Standard	Standard	Standard
Capacity	75	100	100	250
Minimum Original Size	2" x 2"	2" x 2"	2" x 2"	2" x 2"
Maximum Original Size	8.5" x 160"	8.5" x 160"	8.5" x 160"	17" x 160"
Paper Weights	9 - 110 lbs	9 - 110 lbs	9 - 110 lbs	9 - 110 lbs
SPEED (PORTRAIT/LANDSCAPE; 200 DPI)				
Black				
Simplex	40 ppm/Not applicable	60 ppm/Not applicable	70 ppm/Not applicable	38 ppm/50
Duplex	80 ppm/Not applicable	120 ppm/Not applicable	140 ppm/Not applicable	76 ppm/100
Color				
Simplex	40 ppm/Not applicable	60 ppm/Not applicable	70 ppm/Not applicable	38 ppm/50
Duplex	80 ppm/Not applicable	120 ppm/Not applicable	140 ppm/Not applicable	76 ppm/100
RESOLUTION				
Maximum Optical	600 x 600 dpi	600 x 600 dpi	600 x 600 dpi	600 x 600 dpi
Black Output Range	100 - 1200 dpi	100 - 1200 dpi	100 - 1200 dpi	100 - 1200 dpi
Color Output Range	100 - 1200 dpi	100 - 1200 dpi	100 - 1200 dpi	100 - 1200 dpi
Grayscale Output Bit Depth	8 bit	8 bit	8 bit	8 bit
Color Output Bit Depth	24 bit	24 bit	24 bit	24 bit

				
	Kodak Alaris i3250	Kodak Alaris i4250 Scanner	Kodak Alaris i4600 Plus Scanner	Kodak Alaris i4650 Scanner
USA BLI ID: 40503	USA BLI ID: 40575	USA BLI ID: 40500	USA BLI ID: 40576	USA BLI ID: 40577
1788900	INA	1443589	INA	INA
Departmental	Production	Production	Production	Production
\$4,995	\$9,995	\$14,995	\$14,995	\$19,995
March 2014	July 2015	March 2014	July 2015	July 2015
Kodak Alaris	Kodak Alaris	Kodak Alaris	Kodak Alaris	Kodak Alaris
None	None	None	None	None
	Kodak Alaris i4200 Plus Scanner	Kodak Alaris i4600 Plus Scanner	Kodak Alaris i4600 Plus Scanner	
		07/01/2015		
15,000 pages	40,000 pages	50,000 pages	75,000 pages	125,000 pages
CCD	CCD	CCD	CCD	CCD
LED	LED	LED	LED	LED
8.27 x 11.7	Not applicable	Not applicable	Not applicable	Not applicable
Standard	Standard	Standard	Standard	Standard
250	500	500	500	500
2.0" x 2.0"	2.5" x 2.5"	2.5" x 2.5"	2.5" x 2.5"	2.5" x 2.5"
12" x 160"	12" x 210"	12" x 160"	12" x 210"	12" x 210"
9 - 110 lbs	12 - 110 lbs	12 - 110 lbs	12 - 110 lbs	12 - 110 lbs
38 ppm/50	INA/110	INA/120	INA/130	INA/150
76 ppm/100	INA/220	INA/240	INA/260	INA/300
38 ppm/50	INA/110	INA/120	INA/130	INA/150
76 ppm/100	INA/220	INA/240	INA/260	INA/300
600 x 600 dpi	600 x 600 dpi	600 x 600 dpi	600 x 600 dpi	600 x 600 dpi
100 - 1200 dpi	100 - 600 dpi	100 - 600 dpi	100 - 600 dpi	100 - 600 dpi
100 - 1200 dpi	100 - 500 dpi	100 - 600 dpi	100 - 600 dpi	100 - 600 dpi
8 bit	INA	INA	INA	INA
24 bit	INA	INA	INA	INA



Section

6

Section 6 – TAB 3 Firm Experience

Firm Experience with Projects of Similar Size and Complexity: Such experience must be in the form of providing similar ECMS solutions to governmental entities with emphasis on County governments. List the three (3) most recent projects: provide the name and location of each client, contact name with phone number and email address, go-live date and length of software in use.

Phoenix Corporate Overview

Phoenix Business Consulting is one of the nation's leading Public Sector consulting firms. As our name implies, we are in the business of **transformation**. Through the measured application of our expertise, industry **Leading Practices** and the Enterprise Resource Planning (ERP) and the OnBase Enterprise Content Management (ECM) software platform, we help organizations transform their business processes and legacy infrastructure into a modern, fully integrated solution that enables them to better serve their constituents and shareholders.

We've worked with numerous entities in both the Public and Private Sector. In fact, our Public Sector practice is one of the strongest in the nation. Our proven methodologies, project accelerators, and unique approach to change management have enabled our clients to dramatically streamline their operations and experience an increased Return on Investment (ROI) for every technology dollar spent.

Our People and Values

Our greatest asset is our people – knowledgeable, client-focused, and results-oriented. Our consultants are experienced professionals and true experts in their fields. The Phoenix Team is passionate about the way ECM and ERP systems are implemented and our continued success can be attributed to their dedication to our client initiatives.

For every client engagement, we bring highly specialized teams that have been tailored to fit your unique functional, technical and business environment. Each member of the Phoenix Team is a subject matter expert with a deep background in their respective area, providing our clients with a unique perspective and valuable insights on how to address the challenge at hand. Our value proposition is that we provide our clients with the necessary tools, knowledge, and expertise to thrive in their industries, enabling new standards of performance, and maximizing value.

Rather than simply having a Contractor-Client relationship, our philosophy and goal is to become "Trusted Advisors". Trust is the crucial element of our company DNA. We always give advice and guidance based on what is in our clients' best interests, even if it affects our bottom line. We coach our clients on how to build integrated systems with best practices in mind so that they can effectively meet their immediate needs and reduce long-term support costs.

Our Approach

Our firm's strength lies in our flexibility and our innate capacity to work collaboratively as joint stakeholders on every client engagement. By working closely with our clients to understand their technical, functional, and business environments, we deliver tailored solutions to meet, and often exceed, their expectations.

Providing outstanding client service is also a core element of our engagement approach. From day one, we instill in our consultants that excellence in service delivery is our highest priority. For this reason, our clients often retain our services for many years after we have completed an initial engagement.



Our History

Phoenix was founded by a group of former SAP Instructors and ex-"Big 4" consultants. Our firm has been providing innovative and cost-effective Enterprise Resource Planning (ERP) and support solutions to cities, universities, school districts, utilities, and federal, state, and local governments for over 17 years.

Specializing in Public Sector and Utilities implementations, the founders are recognized experts in their field. Their early achievements included helping develop the initial Funds Management (FM) functionality for SAP North America at the University of Toronto in 1993/1994 and the Massachusetts Institute of Technology (MIT) in 1994/1995. By leveraging the successful implementation of these projects, they established Phoenix in 1997 to provide a comprehensive consulting resource for SAP's Public Sector and Utilities customers.

Over the years, Phoenix has implemented and/or supported ERP at over 60 Public Sector institutions, with a 100% success rate. This claim isn't hyperbole. We are proud of the work done at every one of our client sites and are happy to provide any number of references beyond what has been included in our response. This unrivaled success rate stems from our commitment to working as true partners with our clients throughout the lifecycle of their project, ensuring a successful implementation every time.

We offer a skilled team of ERP professionals widely recognized as the best in North America. Their expertise, coupled with our singular focus on the unique requirements of Public Sector organizations makes Phoenix the logical choice our Public Sector clients.

Our Services

Phoenix is a full spectrum-consulting firm that offers comprehensive ECM functional and technical support services across the entire project lifecycle. Our service areas range from ECM and ERP Implementation, Training, and Production Support services to independent Project Reviews performed by other implementation firms. We bring our deep functional/technical expertise and apply our Leading Practices Methodology to help resolve our clients' most challenging ECM issues and requirements. Our service portfolio includes:

- Functional and Technical Consulting
- Project Management Services
- System Reviews and Audit Services
- Different Industry Solutions
- Training and Workshops
- ABAP Development
- Business Process Redesign
- Remote Support Services
- Basis and System Administration
- Software and Tools
- NetWeaver Strategy and Consulting
- Upgrade Services

Our Locations

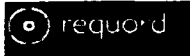
Phoenix maintains offices at following locations:

"District and Phoenix Business Consulting Staff -

Thank you.....thank you. Well, you did it! Your delightful group of individuals managed to implement SAP Finance and SRM Procurement for the District. You should feel exceedingly proud of yourselves; I know I am of all of you! Your commitment to each other, to the District, and to the project makes you a fabulous team. You were dedicated to the goals and look what you all achieved and how far you have all travelled together. Projects take a lot out of you but the bond you form with your fellow teammates remains. You did the right thing for the right reason. Each of you played a part in this 18-month process; each of you contributed to this success. I can't begin to tell you how honored I am to work with you."

~ Teri Lyons
ERP Director

Los Angeles Unified School District



HEADQUARTERS	FLORIDA BRANCH	CALIFORNIA BRANCH	OFFSHORE BRANCH
5717 Madge Place Haltom City, TX 76117 Tel: (310) 779-9132 Fax: (817) 549-0261	1280 Tree Bay Lane Sarasota, FL 34242 Tel: (512) 557-4731 Fax: (817) 549-0261	1113 Calle Linares, Duarte, CA, 91010 Tel: (626) 375-3994 Fax: (817) 549-0261	3rd Floor, SK Features, Plot 105/106, Lumbini Layout, Gachibowli, Hyderabad - 500032 T.S India Tel: +1(512) 717-4280 / 4285

Our Clients

Phoenix has extensive Public Sector experience and a well-earned reputation for delivering on time and within budget. We understand that collaborating with our clients is essential to the success of their projects. Our clients will attest to this and can provide references describing our genuine commitment to their needs and our excellence in project execution. A sample list of our clients is provided below.

Table 3: Sample Public Sector Client Portfolio

Entity	Clients
Cities	<ul style="list-style-type: none">City of CharlottesvilleCity of HoustonCity of PhoenixCity of PortlandCity of San AntonioCity of San DiegoCity of TacomaCity of Toledo
Counties	<ul style="list-style-type: none">Bernalillo CountyClark CountyCollier CountyCounty of San Luis ObispoDurham CountyErie CountyGwinnett CountyHoward CountyMarin CountyMonroe CountyMultnomah CountySanta Clara CountySedgwick CountyTarrant CountyTravis CountyWashoe County
Federal, State and Non-Profit	<ul style="list-style-type: none">California State Teachers' Retirement System (CalSTRS)California Department of TechnologyDepartment of InteriorDirect Relief InternationalInter-America Development BankMichael Food ProjectNavy Project/Army ProjectState of California Controller's OfficeState of FloridaState of Florida Tax Dept.State of IllinoisState of South CarolinaState of MississippiUS Federal Prison System
School Districts / Community Colleges	<ul style="list-style-type: none">Houston Independent School District (HISD)Los Angeles Community College School District (LACCD)Los Angeles Unified School District (LAUSD)Miami-Dade County Public Schools (MDCPS)Orange County Public Schools (OCPS)Pennsylvania School System
Transportation Agencies	<ul style="list-style-type: none">Pennsylvania Turnpike CommissionSan Diego Metropolitan Transportation SystemSan Diego Unified Port DistrictValley Transpiration Agency
Universities	<ul style="list-style-type: none">American University of Cairo (Egypt)Boston UniversityMassachusetts Institute of Technology (MIT)MIT Lincoln LabsPurdue UniversityTechnion University (Israel)Texas State UniversityUniversity of Arkansas for Medical SciencesUniversity of KentuckyUniversity of MississippiUniversity of NebraskaUniversity of TennesseeUniversity of Toronto

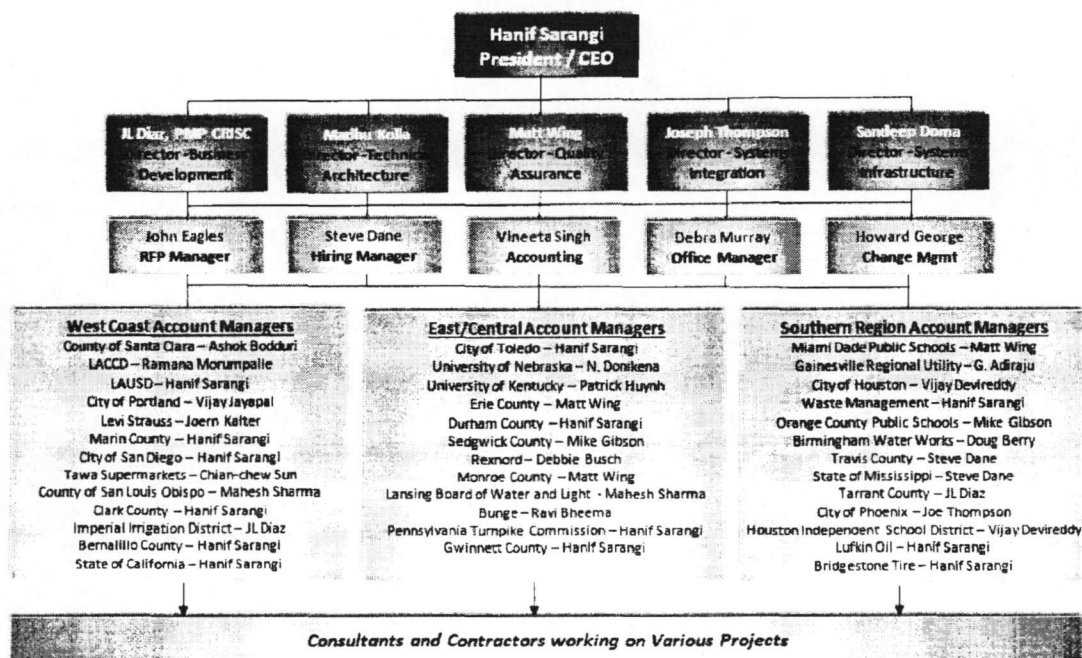


Entity	Clients
Utilities <ul style="list-style-type: none"> Birmingham Water Works California Department of Water Resources Department of Public Utilities (Toledo) Gainesville Regional Utility Imperial Irrigation District Lansing Board of Water & Light Loudoun County Sanitation Authority 	<ul style="list-style-type: none"> Loudoun Water Metropolitan District Council Pedernales Electric Cooperative, Inc Portland Energy Conservation, Inc. Public Service Electric & Gas Company (PSE&G) TransCanada Waste Management Westinghouse Savannah River (Nuclear Power Plant)

Our Team

The strength of any organization depends on the guidance and wisdom of its leadership. Seeing the need to forge a partnership with an ECM Vendor, we work closely with Requordit, extending our change management best practice to OnBase. Our executive team embodies these qualities and is composed of some of the most knowledgeable and experienced "thought leaders" in the industry. Their unwavering commitment to our clients, combined with their background in the development of many of the industry's Leading Practices, is why our clients select Phoenix for their Consulting requirements. Our lean organizational structure has been proven to provide superior customer service and outstanding client value. Our company organizational chart has been provided below:

ORGANIZATIONAL CHART



We currently have 130 consultants supporting various engagements nationwide. The following table provides an overview as to the geographic distribution of Phoenix consultants across the country and their respective service categories.

Table 4: Phoenix Consultants – National Distribution

Region	Applications	Analytics	Cloud	Database & Technology	Mobile
Mid-West (North Central)	10	1	1	1	0
North East (North East)	15	1	1	2	1
South (South Central)	15	1	0	2	1
South (South East)	15	1	1	2	1
West (North West)	20	2	1	1	0
West (South West)	25	4	1	2	2
Totals	100	10	5	10	5

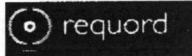
Our Experience

Over nearly two decades, Phoenix has supported numerous clients similar in both environment and scope as the County. The following table identifies these clients and the services that we have provided them, including System Reviews, implementation and Project Management Experience.



PHOENIX
MULTIMEDIA CORPORATION

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Requordit Corporate Overview

Requordit

Requordit has been a pioneer in implementing document management solutions for Public Sector organizations for over 15 years. Our ReQuord Software is a combination of a private label version of Hyland Software's OnBase ECM platform as well as a number of unique capabilities streamlined to meet the unique document management requirements of the Public Sector. These investments have resulted in a wealth of experience creating secure, seamless solution that takes advantage of different leading technology platforms to deliver a best of breed content solution.

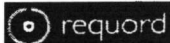
Company History

Requordit Inc. is a privately owned company (formerly known as Genesis Imaging LLC and Lebonson Advanced Systems) and has been leaders in ECM with helping organizations build intuitive and effective solutions. As of June 1, 2012, Mark K. Buckley, General Manager of Genesis Imaging LLC and Lebonson Advanced Systems LLC purchased this ECM Company from Howard J. Johnson. Requordit is a Hyland Platinum partner and our support team is recognized among the very best with its Diamond Status. Mark Buckley also sits on the board of review for proposed OnBase changes that come from clients.

Hyland Software makers of OnBase is the largest privately held software company and ranks among Forbes Best Places to Work For. OnBase is recognized as an industry leader in enterprise document (or content) management with over 13,000 lifetime clients.

By the Numbers

Number of years selling ECM products and services.	We have been proudly providing our customers with ECM products and services for over 15 years.
Number of employees dedicated to ECM.	Requordit INC. has 29 employees dedicated to ECM, and our partner Hyland Software has over 1,600 employees dedicated to implementing, supporting, developing, marketing or selling ECM solutions.
% of total annual revenue that is driven by enterprise content management	We are solely focused on ECM solutions and all productions software, services, hardware and maintenance are geared towards that.
Number of ECM installed client sites in the United States. Number of Public Sector Clients? Number of local government?	Requordit INC. has over 80 installed client sites in the North America, and our partner Hyland Software has over 13,000 lifetime customers in the United States of America. 41 of our implementations have been in the commercial or construction industries.



Section

7

Section 7 – TAB 3 Letters of Support

Include any material (including letters of support) indicating current capabilities and performance

Requordit Letters of Support



October 4, 2013

To whom it may concern:

We recently had to adapt to some new government regulations about complaint tracking and resolution processing for consumers. Government regulations are nothing new to us here at TransUnion but in this case there were special challenges we had to comply with for a new government oversight entity. There were extraordinary deadlines and requirements that needed to be met. We immediately turned to our trusted vendor/partner ReQuordit Inc. They met and exceeded our expectations.

After some meetings, their team was able to fully grasp our requirements even when we weren't sure we did. They have a knack to be able to "see around corners" in their space. They bring an unparalleled level of expertise to their field. Our environment and system architecture was seamlessly integrated into this new process. We were quite satisfied with the way their team adapted to our changing landscape of needs and requirements. Even to this day, they respond to any issue in a timely manner and thoroughly troubleshoot until the issue is resolved.

I hope this helps in your decision making process.

Sincerely,

Robert Sullivan ECMm

Electronic Content Manager

TransUnion

2 Baldwin Place

Crum Lynne, PA 19022

Tel: 610-546-4703

Cell: 267-254-8232

Fax: 610-546-4758

transunion.com



Garry R. Beaty
Chief Information Officer

Boise City Hall
150 N. Capitol Boulevard

Mailing Address
P. O. Box 500
Boise, Idaho 83701-0500

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800/377-3529

Web
www.cityofboise.org

Mayor
David H. Bieter

City Council
President
Maryanne Jordan

Council Pro Tem
David Eberle

Elaine Clegg
Lauren McLean
TJ Thomson
Ben Quintana

IT Department

To Whom It May Concern:

The City of Boise has been using the OnBase system for nearly nine years. During this time frame we have had two OnBase resellers. In 2008 the City of Boise submitted an RFP to acquire an authorized service and maintenance contractor for our OnBase ECM system. A selection panel comprised of City staff reviewed multiple proposals from different OnBase resellers and subsequently awarded the contract to Requordit Inc.,

During our time Requordit has helped the City of Boise with numerous solutions including but not limited to; Accounts Payable Invoicing workflow, Application Enabler business system integrations, Outlook email integration, electronic records retention and document conversion services for legacy applications.

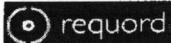
Requordit has demonstrated a strong business model, great knowledge of ECM and Government agency business processes and is extremely responsive to the customer.

I work with many various software vendors and consistently rate Requordit as the top performer. I do not hesitate to recommend their services to other agencies and do so freely of my own will. Our OnBase implementation would not have been as great a success without Requordit Inc.

Sincerely,

Eric Ludovic





Phoenix Letters of Support



COUNTY OF SAN LUIS OBISPO

AUDITOR • CONTROLLER • TREASURER • TAX COLLECTOR

1055 MONTEREY ST. RM. D290
SAN LUIS OBISPO, CA 93408
(805) 781-5831 • FAX (805) 781-5362
<http://sloacctc.com>

JAMES P. ERB, CPA

Auditor/Controller
Treasurer-Tax Collector

- James W. Hamilton, CPA
Assistant

November 21, 2013

To Whom It May Concern:

In October 2011 the County of San Luis Obispo contracted with Phoenix Business Consulting for the implementation of SAP Business Warehouse (BW) and Business Objects (BOBJ). The County utilizes SAP financials and SAP HR/Payroll and looked to BW and BOBJ to provide an enterprise data warehouse solution for general reporting needs and as a prerequisite for the potential future installation of SAP Public Budget Formulation (PBF).

Project goals included development of multiple reports from core SAP modules (to be determined during a project blueprint phase) with the implementer working closely with County staff such that County staff would develop sufficient skills to support and enhance the system independently post go-live.

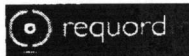
Factors leading to our selection of Phoenix as the implementer included their experience with governmental entities and the amount of hours proposed for the project compared to other responses, which we felt conveyed an understanding and commitment to our ambitious project goals. We found the Phoenix team, led by Mahesh Sharma, to be technically capable, flexible, and dedicated to our project goals. Their commitment was demonstrated when our team made a decision mid-project to change our primary reporting tool. Despite the additional work and risks to the project timeline, Mahesh and Phoenix management were supportive and worked with us to revise our project plan to deliver our reports using the preferred tool.

Our project implementation ended on budget; however some reports scoped during our initial project planning were not completed by the conclusion of our engagement with Phoenix. We attribute some of the incomplete project reports to our aggressive initial project scope and to the change of our primary reporting tool mid-project, not to the work effort received from Phoenix. We are currently considering Phoenix for an ongoing support agreement and would recommend Phoenix to entities interested in implementing Business Warehouse and/or Business Objects.

Feel free to contact me to discuss our project and experience working with Phoenix.

Sincerely,

Jim Hamilton
San Luis Obispo County Assistant Auditor-Controller



SEDGWICK COUNTY, KANSAS
DIVISION OF FINANCE

Purchasing Department

www.sedgwick-county.org/purchasing
525 N. Main, Suite 823 - Wichita, KS 67203
Phone: 316-660-7260 Fax: 316-383-7055

Date March 21, 2013

To Whom It May Concern:


I had the opportunity to work with Phoenix Consulting on a recent SAP project. Sedgwick County implemented Procurement for Public Sector (PPS). The modules implemented consisted of SRM 7, MDM Catalog, external catalogs, ROS and SuS. The implementation included several interfaces to the existing system, along with programming to accommodate the county's processes.

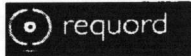
In my role as process owner and project manager, I interacted with Phoenix Consulting and their contractors on many levels. Phoenix was organized, planned resources very well, adjusted staff as needed, and made available off-site staff to provide services when needed. The consultants working on the project were knowledgeable, professional and efficient. They worked well as a group and provided excellent customer service and direction throughout the implementation. Phoenix was also very flexible and adaptable as county schedules changed during the project due to county resource constraints and SAP issues.

Phoenix took the lead in working directly with SAP on issues following a system upgrade prior to going live. When SAP was reluctant to fix issues or fix them in a timely manner, Phoenix's persistence, knowledge of SAP product and SAP practices helped drive the escalation of issues and they took the lead in coordinating directly with SAP engineering staff to resolve outstanding issues.

Phoenix Consulting was instrumental in helping the County create a solution that improved accountability, efficiency, processes and adherence to policy. Their guidance during the change management process throughout the organization was instrumental to the success of the project. I highly recommend Phoenix Consulting and would definitely use their services again.

Regards,


Iris Baker, Purchasing Director
Sedgwick County Government



OFFICE OF THE VICE PRESIDENT FOR BUSINESS AND FINANCE

March 14, 2011

To Whom It May Concern,

The University of Nebraska has a long standing relationship with Hanif Sarangi and Phoenix Business Consulting.

During our original SAP implementation in 1999, Phoenix provided critical design assistance and go-live support. This was at a time our project was at risk. Phoenix served to focus our efforts and provided expertise that was essential to our successful project.

Over the years, we have enlisted Hanif's support on other projects, most notably our recent implementation of the SAP Budgetary Control System in 2009. This was a major project and Hanif not only provided subject matter expertise, but was able to aid us in managing project scope and expectations.

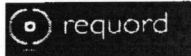
We have consistently found Hanif and his staff to have excellent SAP expertise and are able to provide this in a customer-focused, results-oriented manner. We consider them to be trusted partners and look forward to relying upon them in the future.

You may contact me if more information is desired.

Loren Blinde

University of Nebraska
Administrative Systems Group

327 Nebraska Hall / Lincoln, NE 68588-0321
PHONE: (402) 472-7023 / FAX: (402) 472-7390



CITY OF HOUSTON

Information Technology Department

Annise D. Parker

Mayor

Richard Lewis
Chief Information Officer
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Houston, Texas 77002

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F 832.393.0075
Richard.Lewis@houstontx.gov
www.houstontx.gov

March 8, 2011

To Whom It May Concern:

The City of Houston has utilized Phoenix Business, Inc for ERP consulting services since 2006. They were recently awarded a new contract with the City in 2010 that can extend their services through 2014.

Phoenix Business, Inc. currently supports our SAP (ECC 6.0 EHP4) functional requirements in FI/MM, HCM/Payroll as well as providing the City with ABAP support. All the resources assigned to the City have been highly skilled and very knowledgeable.

We are confident of Phoenix Business, Inc's performance in SAP consulting as they have been very knowledgeable, experienced, flexible and a valued partner to the City.

Sincerely,


Frank Rodriguez
IT Procurement Manager

c.c. Mary Ann Grant, ERP Business Support Manager

Council Members: Brenda Stardig, Jarvis Johnson, Anne Clutierbuck, Wanda Adams, Mike Sullivan, Ai Hoang, Oliver Pennington, Edward Gonzalez,
James G. Rodriguez, Stephen C. Costello, Sue Lovell, Melissa Noriega, C.O. "Brad" Bradford, Jolanda Jo Jones, Controller, Ronald C. Green



LOS ANGELES COMMUNITY COLLEGE DISTRICT

CITY • EAST • HARBOR • MISSION • PIERCE • SOUTHWEST • TRADE-TECHNICAL • VALLEY • WEST

OFFICE OF THE CHIEF FINANCIAL OFFICER / TREASURER

JEANETTE L. GORDON

March 3, 2011

To Whom It May Concern:

In 2001, the Los Angeles Community College District acquired the ERP/SAP 6.0 Financial system to replace its legacy system. We began to engage SAP America and several other consulting firms to implement the SAP Financial System, which includes general ledgers, funds management (budgeting), procurement, projects system (capital construction), and asset management modules. Mr. Hanif Sarangi and the consultants at Phoenix Business Consulting worked with SAP America on the implementation of the project.

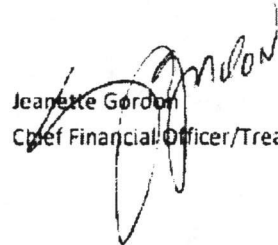
Hanif Sarangi was the Integration Manager and worked with the LACCD staff closely to develop the SAP system for LACCD. Hanif performed quality work in a sometimes stressful and deadline-driven environment. He was an excellent team player and interacted very well with all the staff members. Hanif had excellent knowledge of SAP functionality and technology and was instrumental in the successful go-live of SAP at LACCD in July 2003.

His expertise and services were excellent. After a successful go-live of SAP/Financial, we retained Hanif and his Phoenix Business Consulting firm to support the transition and to continue to work for the district on FI and HRS integration. When we launched the SAP Human Resources and Payroll system in 2005, Phoenix Business Consulting helped with our HR/Payroll implementation which went live in 2007.

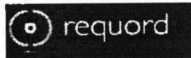
For the past 9 years, the staff at Phoenix Business Consulting has been supporting the LACCD systems through production support activities and upgrade projects. Currently we have 6 Phoenix Business Consulting resource staff on-site doing production support activities in HR, Portals, FI/CO/MM and ABAP, and helping with a new Plant Maintenance project with Build-LACCD and an upgrade of our 4.7 systems to ECC 6.0 FHP4.

I have been pleased with the work performed by Hanif Sarangi and the staff of Phoenix Business Consulting and would recommend their services. Please do not hesitate to contact me at (213) 891-2090 if you have any questions or need further references about their work.

Sincerely,


Jeanette Gordon
Chief Financial Officer/Treasury

770 WILSHIRE BLVD., LOS ANGELES, CALIFORNIA 90017-3896 • (213) 891-2090 • FAX (213) 891-2193



CITY OF TOLEDO



DEPARTMENT OF FINANCE

February 24, 2011

To Whom It May Concern:

In 2008, the City of Toledo, Ohio embarked on the installation of a \$12.6 million ERP system utilizing SAP ERP 6.0 Enhancement Pack 4 and BI 7.0. After a competitive selection process, we hired Hanif Sarangi of Phoenix Business Consulting to represent Toledo's interests and act as our Project Manager.

We were impressed with Phoenix's level of expertise, responsiveness and pricing. When we determined that we needed additional consulting services on the project relating to functional consulting and end-user training, we did not hesitate to call upon Phoenix to provide the services. The Phoenix team always focused on best business practices and change management during the implementation. Under Phoenix's guidance, the project went live in May 2009 and came in under budget. There were no significant system issues with the implementation.

Near the end of the project, we solicited proposals for a 3-year contract to provide production support for the ERP system. After a rigorous examination of firms, the evaluation team unanimously selected Phoenix Business Consulting to provide the support services. The contract was awarded in June 2009 and Phoenix is currently providing project management, functional consulting, end-user training, ABAP, Basis and BI consulting services as required for the production support of Toledo's ERP system.

As the ERP project director and main consulting contact, I continue to be impressed with Phoenix Business Consulting's services. Just as important as their SAP skills, all of the Phoenix staff are easy to work with, flexible and dedicated to Toledo's best interests. I would highly recommend Phoenix Business Consulting as system implementers and functional consultants.

Please feel free to contact me if you have any questions or need a reference for their work.

Very truly yours,

Kerry Bruce
ERP Administrator

One Government Center, Suite 2020
Toledo, Ohio 43604
(419) 936-3732



3-4-11

To Whom It May Concern:

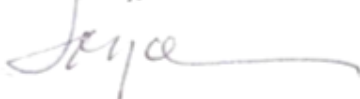
Texas State University went live in July of 2004 with SAP 4.7 Financials, Materials Management and HR along with public sector industry modules Funds Management, Grants Management and Position Budget Control. We had a team of independent consultants that helped us with our implementation. Hanif Sarangi of Phoenix Consulting was one of our implementation partners. I personally worked with Hanif, Bill Parsons, Patrick Huynh, Duane Mailman and Sandeep Velkuru on various parts of our ERP project.

Our project was a 20 month project that was completed on time and on budget. This team did an outstanding job of helping Texas State on both the functional and technical side of the house. It was critical to the University that we not only brought up a state of the art ERP system but also that our University staff must be able to support that system after the project completion. This group of individuals did a great job of transferring their knowledge to our University team again on both the functional and technical side of the house. They were so successful in sharing their knowledge that when it came time to upgrade to ECC 6.0, we were able to take on that upgrade without needing to bring in any consulting staff to assist.

These individuals know the software and bring with them great skill sets to get their job done efficiently and effectively. They documented their work thoroughly which helped the Texas State team learn as we went through the project. The Phoenix staff is easy to work with and showed flexibility when needed with our project schedule.

As the Associate Director of Enterprises Systems at Texas State I am responsible for our SAP applications and I would not hesitate to hire this team from Phoenix Consulting again. I recommend them to anyone looking for an excellent SAP functional and technical consulting partner. If you have any questions about our experience with Hanif and Phoenix feel free to send an email or give me a call.

Sincerely,



Joyce Munoz
Associate Director
Enterprise Systems
jm47@txstate.edu
512-245-7144

TECHNOLOGY RESOURCES

601 UNIVERSITY DRIVE | SAN MARCOS, TEXAS 78666-4615 | phone 512.245.2501 | www.tr.txstate.edu

Texas State University-San Marcos, founded in 1899, is a member of The Texas State University System.



Miami-Dade County Public Schools

giving our students the world

Superintendent of Schools
Alberto M. Carvalho

Assistant Superintendent and Chief Information Officer
Debbie Karcher

Chief Information Officer
Debbie Karcher

Miami-Dade County School Board
Dr. Solomon C. Stinson, Chair
Perla Tabares Hentiman, Vice Chair
Agustin J. Barrera
Renier Diaz de la Portilla
Dr. Lawrence S. Feldman
Dr. Wilbert "Tee" Holloway
Dr. Martin S. Karp
Ana Rivas Logan
Dr. Maria Perez

February 23, 2010

Dear Hanif Sarangi,

This letter is to recognize your company's contribution and strategic support for the implementation of Finance module. By now we have begun our shift from our legacy systems to SAP. The District and ERP Team executed this implementation with finesse, calmness, and precision running contrary to most ERP implementations.

This was a very difficult project in that there was very little time, resources and budget left to implement the plan after the District terminated its contract with Deloitte. The morale was low and the task before us was immense. The financial restrictions tied to this project added even more pressure in meeting the deadlines. Month after month for the past year the team continued to make progress and meet each milestone.

We brought together, at its peak approximately 146 people to implement the OM/PA, e-Recruiting and Finance/Procurement. The ERP Team is comprised of both internal and external individuals. The Team worked seamlessly and tirelessly as if everyone had been together for years.

The M-DCPS's SAP Finance implementation had a high level of acceptance amongst the employees of the school district. Phoenix was instrumental in delivering a very successful go-live, which was delivered on-time and on a budget without significant disruption to the operations of the District. By providing the right advice and methodology on how to implement SAP in a K-12 Public Sector Environment and staffing the team with the right consulting skills to resolve critical IT Management, Functional, and Technical Issues facing the district was instrumental.

Thank you again for your dedication and support. It was my pleasure to work with you.

Debbie Karcher
Chief Information Officer
Miami-Dade County Public Schools

Information Technology Services • 13135 SW 26 Street • Miami FL 33175
305-995-3751 • www.dadeschools.net



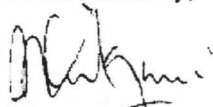
To Whom It May Concern,

UNICOR, Federal Prison Industries is a self-sustaining, self-funded corporation established in 1934 by executive order to create a voluntary real-world work program to train federal inmates. UNICOR operates in over 100 federal prisons throughout the USA. UNICOR has approximately 20,000 employees and a budget of about 1 billion.

UNICOR began an SAP implementation in 2000 and originally hired Plaut Consulting and SAP America to do the implementation. Shortly after starting the Business Blueprint, UNICOR hired Phoenix Business Consulting as its system integrators to continue and finish the project. UNICOR successfully went live in 2001 with FI, CO, MM, SD, PP, BW and Portal applications.

I worked closely with Hanif Sarangi and the consultants of Phoenix Business Consulting in their implementation of SAP at UNICOR in my capacity as the finance lead on the project. I was pleased with their performance on the project and their ability to successfully deliver the project on time and budget. To my knowledge, we had no issues with either the firm or the consultants and the implementation was a success. I would recommend Phoenix Business Consulting to other firms interested in implementing SAP.

Yours Sincerely,



Niki Kikani
nikikikani@yahoo.com
703-628-7171



The University of Kentucky is a research-intensive, land grant university serving the Commonwealth of Kentucky. With approximately 25,000 students and 12,000 employees and an annual budget of over \$2.4 billion, UK is a major economic force in our state. We implemented SAP from 2004-2008. We successfully went live with FI, CO, MM, SD, BW, HR, Payroll, GM, PM, SLCM, and Portal applications. We are currently working on an SRM project.

I served as Functional Lead for the project and have served as Director of the support organization since 2008. I have worked with Hanif Sarangi and the consultants of Phoenix Business Consulting through our implementation and during the ongoing support and maintenance. I was pleased with their performance on the project and their ability to successfully deliver activities on time and budget. To my knowledge, we had no issues with either the firm or the consultants and the implementation is considered a success.

The individuals that we have the most interaction with include Hanif Sarangi, Madhu Kolla, Patrick Huynh, John Cunningham, Bill Parsons. Each of these consultants are knowledgeable, professional, ethical, and enjoyable. They are all individuals that we have used repeatedly and plan to do so again.

We continue to use their services and would recommend this firm to other organizations looking for similar services. Please do not hesitate to contact me if you would like additional information.

J. David Hardison, DMD, MBA
Professor and Director, Enterprise Applications Group
University of Kentucky
630 S. Broadway
Lexington, KY 40506-0564
(859)323-8615



Section

8

Section 8 – TAB 4 Approach and Management

Respondents to provide their standard implementation plan and describe methodologies for coordinated efforts with an implementation partner.

Phoenix – Excellence in Project Management

Phoenix recognizes that quality project management is a key factor to the success of any project. We have successfully managed dozens of Public Sector projects and intend to provide the County with the same level of performance excellence.

Approach

The **Phoenix Project Management Methodology (Phoenix PMM)** was designed to ensure quality project execution with an emphasis on reducing risk, ensuring that scheduled milestones are achieved within the available budget. Our approach is illustrated below:

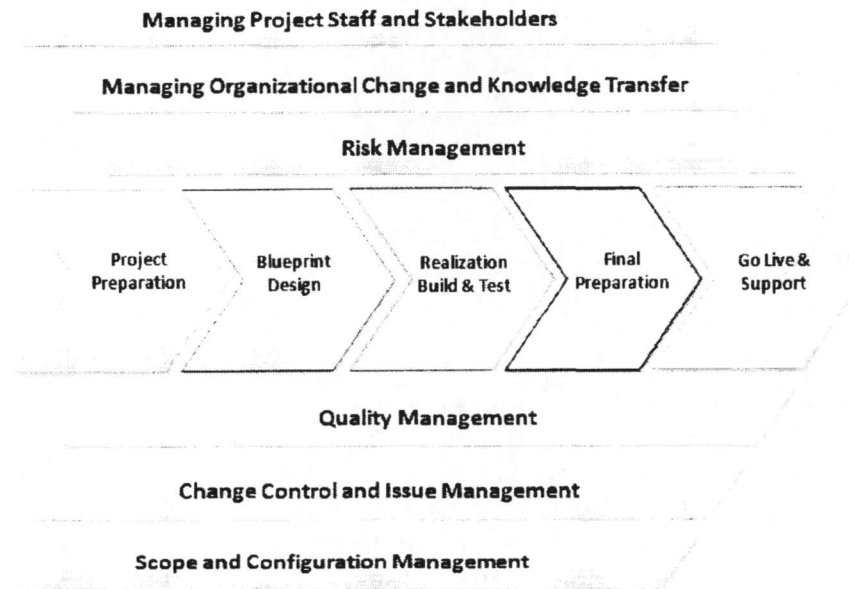


Figure 1: Phoenix Project Management Methodology

The **Phoenix PMM** consists of the six 'workstreams' described below:

1) **Managing Project Staff and Stakeholders.**

Phoenix understands that the key to a project's success is its people: Project Team members, Business Process Owners and Stakeholders. Our philosophy goes far beyond developing a short-term vendor-client relationship. We believe in forming an enduring partnership and strive to become intimately familiar with our clients and their goals, environment and pain points. Each client is unique and our process repeatedly produces outstanding results, which has allowed us to develop the following:



- **Human Resource Management Plan.** This plan outlines the processes required to staff, organize and manage the project team. At the beginning of a project, Phoenix identifies qualified personnel and assigns roles. During the project, team member evaluations and appraisals are conducted. Phoenix ensures that everyone on the team, especially those who are new to the project, understands the project objectives and available performance development opportunities. Performance information is recorded for reference and is reviewed when a team member leaves the project.
- **Project Communications Management Plan.** This represents our internal communications plan which outlines the processes required to ensure timely generation, distribution, storage and retrieval of project information. This provides an effective mechanism for managing internal information communications.
- **Stakeholder Communication Management Plan.** This is our external communications plan which outlines the type and frequency of communications between the Phoenix team members and the Steering Committee, Business Process Owners and the client Project Team. Phoenix believes in a straightforward and transparent approach to client communications and holds regular meetings to provide status reports to communicate the following:
 - Progress of work performed
 - Delayed tasks
 - Problems encountered and corrective action taken
 - Project work plan updates incorporating mutually agreed upon revisions
 - Upcoming tasks and staff responsibilities
 - Potential risks with planned mitigation

2) *Managing Organizational Change and Knowledge Transfer*

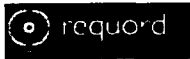
Managing change is an important element of any technology implementation. With the introduction of new technologies, processes and procedures, end-users can easily feel overwhelmed and become reluctant to adopt the new OnBase system. Phoenix recognizes this possibility and has developed a comprehensive **Organizational Change Management (OCM) and Knowledge Transfer Program** that significantly enhances the user experience and greatly facilitates system acceptance. At a high level, our OCM process consists of the following:

- Clearly defined **Change Management Goals**
- **Consistent Knowledge Transfer** throughout the Project Lifecycle
- **Robust Training Plan**

3) *Quality Management*

Phoenix takes quality management very seriously and has developed a rigorous **Quality Management Plan** that outlines the specific organization, processes and services needed to ensure the highest quality results for a project. Phoenix assigns its most knowledgeable and experienced personnel to the following roles:

- **Project Executive.** The Project Executive is the project advocate whose role is to support the project manager, participate in Steering committee meetings and accept responsibility for resolving problems escalated by the client project manager. This role is often filled by Phoenix President and founder, Hanif Sarangi.
- **Quality Assurance Manager.** The Quality Assurance Manager regularly holds internal project quality reviews to assess project progress, obtains feedback from client team members and leadership, identifies issues and determines risk mitigation, monitors change management progress and manages deliverable quality. The Quality Assurance Manager works closely with the Phoenix project manager and the Project Executive and will make any adjustments necessary to ensure that quality standards are met.



4) Risk Management

Risk mitigation is a major part of our Project Management methodology. To ensure that all risks are identified and mitigated, we have instituted a risk identification process that is logged and analyzed by the Project Management Office. Our **Risk Management Plan** defines how often risk reviews are conducted and how risks are identified, analyzed and mitigated. Each risk identified by the Project Team has a corresponding mitigation plan and is carefully monitored. Higher risk items that may potentially impact the project are brought to the attention of the Steering Committee for evaluation and/or assistance with resolution. Risk management is documented using the following:

- **Risk Register Log.** This document tracks all risks affecting a project and the strategies chosen by the project team to mitigate them. This control procedure provides a comprehensive view of project risk, impact and mitigation strategies identified by the project team. Without this important document, a project will most likely incur cost overruns, project delays and client dissatisfaction due to ineffective responses to risks.

5) Change Control and Issue Management

Before the start of a project, Phoenix ensures that the following processes are in place for change control and issue management:

- **Integrated Change Control Procedures.** These procedures were developed by Phoenix to provide a method of controlling and monitoring project changes. Change is defined as any activity that alters the scope, schedule, deliverables, value or cost of the project. Our change control procedure includes a description of the proposed change, options considered, impact assessment, change benefits and potential impact if the change is not implemented. If any changes are deemed necessary, Phoenix documents the change in the project Change Request Log described below:
 - **Change Request Log.** This log provides a consistent, comprehensive approach to managing the lifecycle of a potential change and is a critical component of an integrated change control system. It outlines the nature of the change impact on scope, schedule and dependent tasks; resources required to complete the change; estimated work effort; timeline to complete; and estimated change to project cost, if any. If the change has been determined to be acceptable by both Phoenix and the client team managers, the change request will be sent for approval following our escalation procedure.
- **Issue Management Procedure.** A critical component of any effective project management system, Phoenix has instituted a consistent, comprehensive approach to managing and resolving project issues. An issue is defined as a situation, action, problem or question arising during the project that the project team cannot resolve efficiently or effectively. Issues are logged, assigned to an individual responsible for resolving the issue and given a date for the issue to be resolved. The Issue Log, which is described in more detail below, is reviewed on a regular basis to ensure the timely closure of issues.
 - **Issue Log** - The Issue Log System supports the issue management procedure by enabling the multiple levels of analysis and decision making necessary to resolve an issue. The issue report in the Issue Log provides a formal record of all issues raised for the project. Effective issue management involves the appropriate level of management making decisions on issues and tracking progress towards resolution in accordance with the project issue management procedure. The issue log is formally finalized and closed with other project controlling documentation during project completion activities.

6) Scope and Configuration Management

One of the primary threats to a project is poor scope control. Phoenix is keenly aware of this reality and has implemented a comprehensive **Scope and Configuration Management Plan** to maintain tight control over potential scope creep. The elements of this plan are as follows:



- **Business Blueprint Document.** Developed during the Blueprint Phase, this critical document defines the project and is used as the definitive reference point for controlling project scope. Any scope or change requests will be measured by what has been identified in the Business Blueprint Document.
- **Change Request Log.** As a part of our change control procedures, any changes affecting project scope must be submitted for review and approval by both Phoenix project executives and the Project Steering Committee.
- **Configuration Management Procedure.** Although Best Practices state otherwise, there are occasions when standard ERP (Lawson) functionality does not adequately address a critical client requirement and some custom development or enhancement to the standard ECM/ERP system may be necessary. In order to address gaps in functionality, ECM/ERP enables enhancements to its software through Business Add-Ins. Such changes can be inserted into the ReQuord or Lawson system to accommodate user requirements too specific to be included with standard-delivered software.

Phoenix does not recommend the development of custom enhancements to the ERP system without first performing a comprehensive analysis of the requirement. If no alternatives exist to address the functionality gap, Phoenix will then initiate a formal procedure to present the enhancement to the Steering Committee for approval and to promote an informed and consensus-based decision.

Integration Approach

The Phoenix Team is at the forefront of business process reengineering and implementation. Our consultants look beyond standalone solution implementations. Instead, they examine the entire integrated business process and design, configure, enhance and test an OnBase system as a whole – a holistic approach that we call the **Phoenix Implementation Framework**.

The **Phoenix Implementation Framework** is illustrated below:

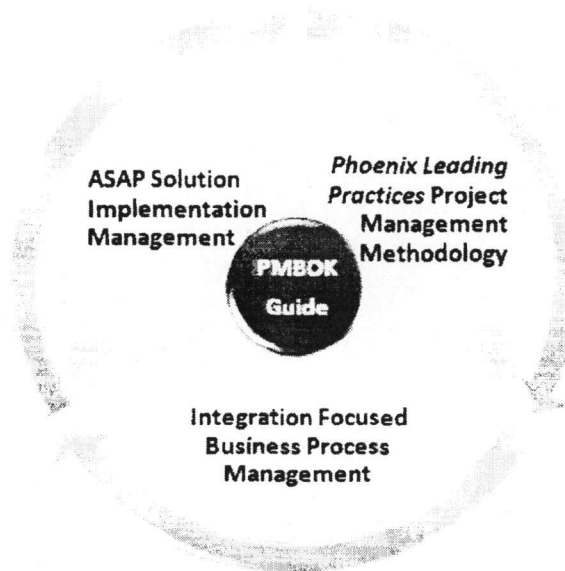
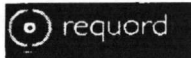


Figure 2: The Phoenix Implementation Framework

As shown in the diagram, the Phoenix Implementation Framework is comprised of four components, which are described in detail below.



1) OnBase Solution Implementation Management

Phoenix focuses on Total Solution based on a comprehensive set of business process integration and engineering principles. These principles, which have been derived and developed over many years of real-world project experience, represent a fusion of best practices and have been proven to create and deliver true value to clients. By combining the **Phoenix Leading Practices Project Management Methodology** [described in 2) below] and Requordit methodology, an effective implementation methodology is available to realize the following:

- Streamlines implementations
- Dramatically reduces project risk
- Significantly reduces implementation costs

Our methodology also supports project teams with templates, tools, questionnaires, checklists, guidebooks and accelerators. , Phoenix is able to exploit the power, accelerated features and tools already built into our solutions.

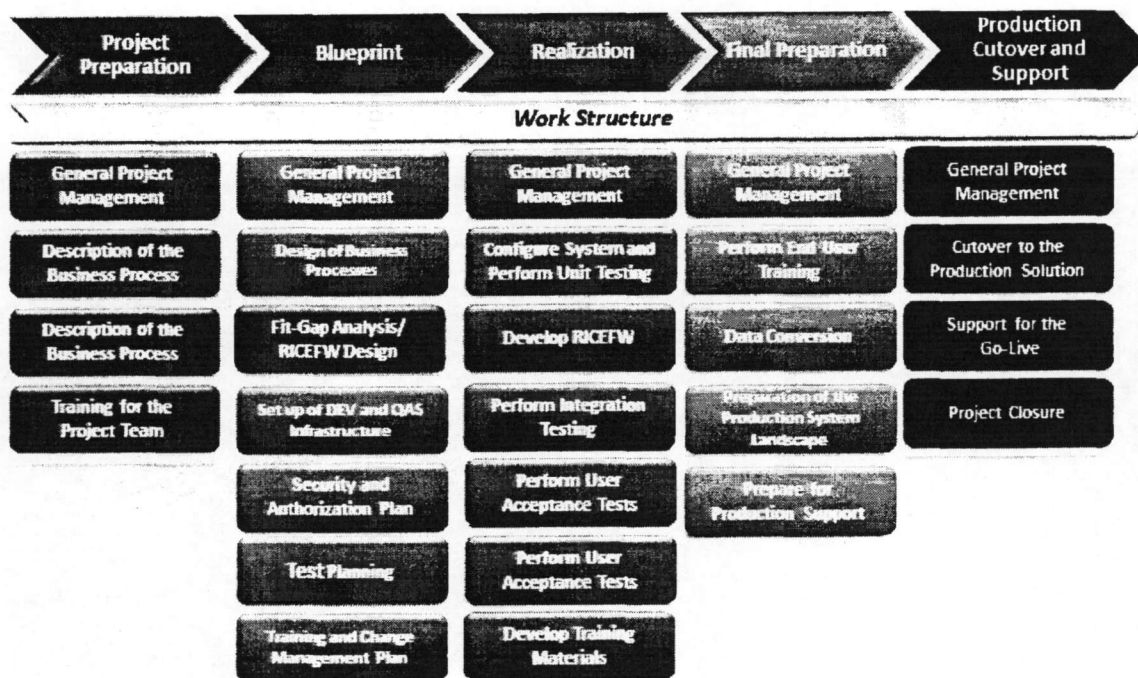
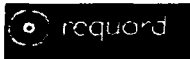


Figure 3: Implementation – Project Phases

Our methodology divides project implementation into five phases, which are described in detail below.

Phase 1: Project Preparation. In the project preparation phase, the project team defines project goals, a high-level scope and a project plan. Executive sponsorship is secured, and the project standards and organization are set up. The implementation strategy is defined and approved. At the same time, the project procedures, standards, organization and staffing are finalized. Roles and responsibilities of the entire project team are agreed upon and documented. The objectives of the project are validated and all initiation activities are documented in the project charter.

Phase 2: Blueprinting. During this business blueprint phase, solution and technical designs are described in a formal business blueprint document. Lead by solution and industry experts, a series of structured process workshops are planned and executed to arrive at the "to-be delivered" OnBase enterprise solution. All



available documentation for standard, delivered support for OnBase business scenarios and all relevant preconfigured support for best and leading practices are reviewed and discussed with OnBase experts.

Phase 3: Realization. In the realization phase, the OnBase software system is configured and tested in a number of cycles. Initially, the baseline configuration, which represents the core business process settings, is performed, tested, and confirmed. This is followed with a series of configuration and development cycles to implement the entire end-to-end solution. The solution is tested in a number of cycle tests and then in focused, end-to-end integration testing. Configuration is also documented. All developments such as enterprise services, interfaces, data conversion programs, reports and any required enhancements are built and documented. Legacy data conversion programs are created and tested. The production system is also installed during realization.

Phase 4: Final Preparation. Within the final preparation phase, all systems are known to function correctly following completion of integration testing and all related issues resolved. Detailed transition and cutover plans are created. The customer support organization is established. The production system is finalized with transports and customer data. At the end of this phase, the production system becomes productive and business operations start in the new environment.

Phase 5: Production Cutover and Support. The purpose of the production cutover and support phase is to move from a pre-production environment to live production operation. A readily-accessible production support organization must be in place to support the end-user community, not just for the first critical days of productive operations, but also for long-term support. This phase also ensures solution operability, which is the ability to maintain IT solutions in a functioning and operating condition while guaranteeing systems availability and required performance levels to support the execution of the enterprise's business operations. The recommended starting point of the phase is an assessment of solution operations to identify the relevant OnBase standards to be established or improved.

2) Phoenix Leading Practices Management Methodology

Over the years, Phoenix has developed a set of industry-leading practices for Public Sector business process transformation initiatives. These Leading Practices, created and codified by Phoenix's founder Hanif Sarangi, are a key differentiator of Phoenix from other firms in the industry and are called the **Phoenix Leading Practices Management Methodology**. Our Leading Practices Management Methodology, successfully utilized at over 60 Public Sector organizations, represents a fusion of operating principles, work products and guidance that has been proven to lead to true value creation for our clients.

Incorporating and managing these Leading Practices during the implementation allows us to bring valuable experience to our clients. Our methods embody our core values and allow us to provide a proven approach to implementing OnBase Solutions for Public Sector organizations with consistent delivery, quality of service and measurable value that is aligned with Proven Methodology.

The Phoenix Leading Practices Management Methodology has provided our clients with the following benefits:

- **Reduced total cost of implementation** by embedding Integrated Service Delivery (ISD) principles into a streamlined OnBase implementation roadmap
- **Transparency of value delivery** through consistent business case reflection
- **Effective project governance** and quality management
- **Tighter adoption of leading procedures** within the Public Sector operational value chain
- **Reduced risk, managed scope and high quality** throughout the entire project life-cycle, from evaluation through delivery
- **A strong, cohesive working relationship and partnership** with Phoenix



3) Integration-Focused Business Process Management

Most OnBase for Public Sector implementations are designed using an OnBase component (functional) approach (e.g., budget management, general ledger, accounts payable, accounts receivable, asset accounting, purchasing, inventory management, etc.), which often results in system integration issues that are not identified or understood until integration testing is performed. Consequently, there may be a significant amount of unplanned re-design and re-work necessary to address these integration issues or a less-than-optimal system may be placed into productive use, which often results in even more resources to re-integrate or re-implement the system.

Phoenix relies on **Integration-Focused Business Process Management** which focuses on OnBase for Public Sector end-to-end business process efficiency improvement. Discussions and analyses highlight the underlying integrated business requirements, supporting functional activities and overall Public Sector accounting and control integration. This approach results in more comprehensive initial design of the system and minimizes re-design and re-work during realization, testing and productive use.

4) PMBOK Guide Compliant

The Phoenix Implementation Framework is centered on the best practices set forth in the **Project Management Body of Knowledge (PMBOK) Guide**. These practices represent a set of principles that provide a standardized methodology for achieving excellence for initiating, planning, controlling, executing and closing a project. Not only does this framework significantly reduce the risk to an implementation project, it also has an intrinsic capacity to improve the operations of an organization as a whole.

Section

9

Section 9 – TAB 5 Required Forms

- Proof of Insurance-Failure to comply with Section 6.0 in its entirety will result in disqualification.
- Completed Respondent form
- Completed W9 form
- Completed debt form
- Provide Software License Agreement
- Completed Confidentiality Agreement

Proof of Insurance

ACORD **CERTIFICATE OF LIABILITY INSURANCE** DATE (MM/DD/YYYY)
09/12/2015

AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER, THIS FIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

BELOW, THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Spreadin Insurance Services 5905 Blvd. 26, Ste C Richardson, TX 76118	CONTACT NAME: Michele Harris PHONE (A/C, H, Int): 817-956-9200 FAX (A/C, Int): 817-690-2043 EMAIL: mharris@vbgseg.net ADDRESS:														
INSURED Phoenix Business Consulting 5717 Madge Place Houston City, TX 77117	INSURERS AFFORDING COVERAGE <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th>INSURER</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Sentinel Insurance Company</td> <td>11000</td> </tr> <tr> <td>INSURER B: Twin City Fire Insurance Company</td> <td>23469</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER	NAIC #	INSURER A: Sentinel Insurance Company	11000	INSURER B: Twin City Fire Insurance Company	23469	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER	NAIC #														
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INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

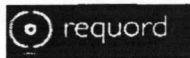
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.


CODE	TYPE OF INSURANCE	AGGREGATE LIMIT	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
A	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> DED-\$10,000 <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER POLICY <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-SUB <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	X X		03/19/2015	03/19/2016	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADJ INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMPROP AGG \$ 4,000,000
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	X X		03/19/2015	03/19/2016	COMBINED SINGLE LIMIT (EA accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA & EXCESS <input type="checkbox"/> EXCESS LINE <input type="checkbox"/> RETENTION \$ 10,000 <input type="checkbox"/> CLAIMS-MADE	X		03/19/2015	03/19/2016	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETARY PARTNER/EXECUTIVE OFFICER/INSURER EXCLUDED? (Waiver in W-9) If not, describe below	Y/N		06/14/2015	06/14/2016	<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER P.E. EACH ACCIDENT \$ 1,000,000 ALL EMPLOYER - EA EMPLOYEE \$ 1,000,000 P.E. EISENBERG - POLICY LIMIT \$ 1,000,000
A	Technology E & C			03/19/2015	03/19/2016	5,000,000/5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if space is required)

Those used to the Insured's Operations. Certificate Holder is an Additional Insured per the Business Liability Coverage Form SS 00 08 (04 05) attached to this policy. Waiver of Subrogation applies in favor of the Certificate holder per the Business Liability Coverage Form SS 00 08 (04 05) attached to this policy.

CERTIFICATE HOLDER HOUSTON INDEPENDENT SCHOOL DISTRICT 4400 WEST 16TH STREET HOUSTON, TX 77062	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE:
--	--

**Respondent Form****Respondent Information**

Phoenix Business Inc	
Legal Name of Contracting Company	
36-4217363	
Federal ID Number (Company or Corporation) or Social Security Number (Individual)	
310-779-9132	817-549-0261
Telephone Number	Facsimile Number
5717 Madge Place Haltom City TX 76117	
Complete Mailing Address (for Correspondence)	
See above.	
City, State and Zip Code	
See above.	
Complete Remittance Address (if different from above)	
See above.	
City, State and Zip Code	
Hanif Sarangi, President	
Authorized Representative and Title (printed)	
rfpteam@phoenixteam.com	
Authorized Representative's Email Address	
	
Signature of Authorized Representative	

W-9 Forms

Form W-9
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

**Request for Taxpayer
Identification Number and Certification**

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

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Phoenix Business Inc.

2 Business name/disregarded entity name, if different from above
Phoenix Business Consulting

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC
☐ C Corporation
☒ S Corporation
☐ Partnership
☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=Corporation, S=S corporation, P=partnership)
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
 Exempt payee code (if any)
 Exemption from FATCA reporting code (if any)
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
5717 Madge Place

6 City, state, and ZIP code
Haltom City, TX 76117

7 List account number(s) here (optional)

8 Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

or

Employer identification number

3
6
-
4
2
1
7
3
6
3

Signature of U.S. person

Sign Here

Date 10/14/2015

Part II Certification

Under penalties of perjury, I certify that:

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

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

General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/efg.

Purpose of Form

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

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

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

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

By signing the filled-out form, you:

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

Cat. No. 10231X
Form **W-9** (Rev. 12-2014)

Form **W-9**
(Rev. August 2013)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
REQUORDIT INC

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual sole proprietor ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
☐ Other (see instructions) ▶

Exemptions (see instructions):
Exempt payee code (if any)
Exemption from FATCA reporting code (if any)

Address (number, street, and apt. or suite no.)
515 N. State Street, Suite 2350

City, state, and ZIP code
Chicago, IL 60654

Requestor's name and address (optional)

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

Note, if the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

			-			-			
--	--	--	---	--	--	---	--	--	--

Employer identification number

4	5	-	4	8	6	8	8	8	9
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶ *Mary J. O'Brien* Date ▶

General Instructions

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

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

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

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

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

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

Debt Form

Job No.: _____

TAX FORM/DEBT/ RESIDENCE CERTIFICATION (for Advertised Projects)

Taxpayer Identification Number (T.I.N.): 36-4217363

Company Name submitting Bid/Proposal: Phoenix Business Inc.

Mailing Address: 5717 Madge Place, Haltom City, TX 76117

Are you registered to do business in the State of Texas? ☒ Yes ☐ No

If you are an individual, list the names and addresses of any partnership of which you are a general partner or any assumed name(s) under which you operate your business

N/A

I. **Property:** List all taxable property in Fort Bend County owned by you or above partnerships as well as any d/b/a names. Include real and personal property as well as mineral interest accounts. (Use a second sheet of paper if necessary.)

Fort Bend County Tax Acct. No.*

N/A

Property address or location**

N/A

* This is the property account identification number assigned by the Fort Bend County Appraisal District.

** For real property, specify the property address or legal description. For business personal property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored at a warehouse or other location.

II. **Fort Bend County Debt** - Do you owe any debts to Fort Bend County (taxes on properties listed in I above, tickets, fines, tolls, court judgments, etc.)?

☐ Yes ☒ No If yes, attach a separate page explaining the debt.

III. **Residence Certification** - Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Fort Bend County requests Residence Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

(3) "Nonresident bidder" refers to a person who is not a resident.

(4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

I certify that Phoenix Business Inc. is a Resident Bidder of Texas as defined in Government Code §2252.001.
[Company Name]

I certify that _____ is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is Haltom City, TX.
[Company Name] [City and State]

Created 05/12

Software License Agreement

See Appendix 8

Completed Confidentiality Agreement

CONFIDENTIALITY AGREEMENT BETWEEN FORT BEND COUNTY, TEXAS, AND [Phoenix Business Inc.]

This Confidentiality Agreement ("Agreement") is entered into by and between the Fort Bend County, Texas, a body corporate and politic under the laws of the State of Texas, hereinafter referred to as "County" and [Phoenix Business Inc.], hereinafter referred to as "Vendor."

WHEREAS, the County has entered into an agreement with [Phoenix Business Inc.] to provide certain hardware, software, and/or services related to an electronic content management solution and Vendor is a consultant/contractor under such agreement;

WHEREAS, some of the data that the County would provide to Vendor may be confidential or otherwise privileged under statutory and ethical authority;

WHEREAS, Vendor acknowledges that the safety and security of the County's computer networks/systems and confidential information is of paramount importance due to the sensitive nature of the County's business; and

WHEREAS, the County desires to ensure that its confidential information is not divulged or used by any unauthorized party and that its security is not breached in any way,

NOW THEREFORE, in consideration of the above, it is agreed between the parties as follows:

1. NON-DISCLOSURE OF CONFIDENTIAL INFORMATION.

1.1 Definition. "Confidential Information" means any material, data, or information in whatever form or media of the County which the County desires to protect against disclosure. Such information includes all information in any form relating to, used in, or arising out of County's operations and held by, owned, licensed, or otherwise possessed by County, including, without limitation, all information contained in, embodied in (in any media whatsoever) or relating to County's inventions, ideas, creations, works of authorship, works of visual art, business documents, contracts, licenses, business and non-business relationships, correspondence, operations, manuals, performance manuals, operating data, projections, bulletins, financial statements, strategic planning data, financial planning data, process data, specification data, know how, show how, software, databases, research and development information and data. Confidential Information does not include information that: (a) becomes public other than as a result of a disclosure by the Vendor in breach hereof; (b) becomes available to the Vendor on a non-confidential basis from a source other than County, which is not prohibited from disclosing such information by obligation to County; (c) is known by the Vendor prior to its receipt from County without any obligation of confidentiality with respect thereto; or (d) is developed by the Vendor independently of any disclosures made by County.

1.2 Confidential Relationship. Vendor understands and acknowledges that the retention of Vendor by the County creates a relationship of confidence and trust between Vendor and the

County with respect to any Confidential Information that may be learned, transferred, or developed during the performance of Vendor's services and the County is providing Vendor access to its Confidential Information in reliance upon Vendor's promises of confidentiality contained in this Agreement.

1.3 Protection of Confidential Information. Vendor represents and warrants that Vendor will: (i) not disclose to any third party (excepting the County) or use any Confidential Information except as expressly permitted in this Agreement; (ii) take all reasonable measures to maintain the confidentiality of all Confidential Information in its possession or control and shall not directly or indirectly disclose, copy, redistribute, republish or allow any third party to have access to any Confidential Information; (iii) not seek to benefit personally or permit others to benefit personally by any Confidential Information; (iv) not knowingly include or cause to be included in any record or report a false, inaccurate or misleading entry. Notwithstanding the above, Vendor may disclose Confidential Information: (i) to its agents and employees provided such agent or employee has been made aware of his or her obligations under this Agreement, or (ii) if so required by law (including court order or subpoena).

1.4 Return of Confidential Information. Unless Vendor has received written authorization from the County otherwise, upon expiration, termination, or completion of Vendor's services or upon request by the County, Vendor shall either: (i) return Confidential Information to the County and provide the County with written certification that all such Confidential Information has been returned; or (ii) destroy Confidential Information and provide the County with a notarized certification, signed by an authorized representative of Vendor, stating that such Confidential Information has been destroyed.

1.5. Notification Obligation. If Vendor becomes aware of any unauthorized use or disclosure of Confidential Information, Vendor shall promptly and fully notify the County of all facts known to it concerning such unauthorized use or disclosure.

1.6 Injunctive Relief and Penalties. Vendor acknowledges the disclosure of Confidential Information would cause substantial harm to the County that could not be remedied by the payment of damages alone. Accordingly, Vendor agrees that, in addition to any other legal or equitable remedies the County may be entitled to preliminary and permanent injunctive relief and other equitable relief for any breach of this agreement.

2. INDEMNIFICATION AND INDEPENDENT CONTRACTOR

2.1 Indemnification.

VENDOR SHALL INDEMNIFY AND HOLD HARMLESS THE COUNTY FROM AND AGAINST ALL CLAIMS AND LIABILITY DUE TO THE ACTIVITIES OF VENDOR, ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, CONSULTANT UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH VENDOR EXERCISES CONTROL, PERFORMED UNDER THIS CONTRACT AND WHICH RESULT FROM ANY NEGLIGENT ACT, ERROR, OR OMISSION; INTENTIONAL TORT; INTELLECTUAL PROPERTY INFRINGEMENT; OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER; COMMITTED BY VENDOR OR BY ANY

PERSON EMPLOYED BY VENDOR, OR VENDOR'S AGENT, SUBCONTRACTOR, CONSULTANT UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH VENDOR EXERCISES CONTROL. VENDOR SHALL ALSO INDEMNIFY AND HOLD HARMLESS THE COUNTY FROM AND AGAINST ANY AND ALL EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES WHICH MIGHT BE INCURRED BY THE COUNTY, IN LITIGATION OR OTHERWISE RESISTING SAID CLAIMS OR LIABILITIES WHICH MIGHT BE IMPOSED ON THE COUNTY AS THE RESULT OF SUCH ACTIVITIES BY VENDOR, ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, CONSULTANT UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH VENDOR EXERCISES CONTROL.

VENDOR SHALL INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITY, EXPENSE, JUDGMENT, SUIT, CAUSE OF ACTION, OR DEMAND FOR PERSONAL INJURY, DEATH, OR DIRECT DAMAGE TO TANGIBLE PROPERTY WHICH MAY ACCRUE AGAINST THE COUNTY TO THE EXTENT IT IS CAUSED BY THE NEGLIGENCE OF VENDOR, ITS EMPLOYEES, AGENTS, CONSULTANTS UNDER CONTRACT, ITS SUBCONTRACTORS AND THEIR EMPLOYEES, OR ANOTHER ENTITY OVER WHICH VENDOR EXERCISES CONTROL, WHILE PERFORMING SERVICES UNDER THIS AGREEMENT. COUNTY WILL GIVE VENDOR PROMPT, WRITTEN NOTICE OF ANY SUCH CLAIM OR SUIT. COUNTY SHALL COOPERATE WITH VENDOR IN ITS DEFENSE OR SETTLEMENT OF SUCH CLAIM OR SUIT.

IF A RESTRAINING ORDER OR TEMPORARY INJUNCTION IS GRANTED DUE TO ANY ACT, ERROR, OR OMISSION COMMITTED BY VENDOR OR BY ANY PERSON EMPLOYED BY VENDOR, OR VENDOR'S AGENT, SUBCONTRACTOR, CONSULTANT UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH VENDOR EXERCISES CONTROL, VENDOR SHALL MAKE EVERY EFFORT, INCLUDING BUT NOT LIMITED TO SECURING A SATISFACTORY BOND, TO OBTAIN THE SUSPENSION OF ANY SUCH RESTRAINING ORDER OR TEMPORARY INJUNCTION.

COUNTY RESERVES THE RIGHT, AT ITS OWN EXPENSE, TO BE INDEPENDENTLY REPRESENTED BY COUNSEL OF ITS OWN CHOICE IN CONNECTION WITH ANY SUCH SUIT OR PROCEEDING.

Nothing in this Agreement shall require either party to indemnify or hold harmless the other party from liability for the negligent or wrongful acts or omissions of said other party or its principals, officers, or employees.

2.2 Independent Contractor. It is the express intent of the parties that this Agreement shall not create an employer-employee relationship. Employees of Vendor shall not be deemed to be employees of the County and employees of the County shall be responsible to their respective employees for all salary and benefits. Neither Vendor's employees nor the County's employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited

to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Vendor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.

IN THE EVENT THAT ANY STATE OR FEDERAL AGENCY, OR COURT OF COMPETENT JURISDICTION DETERMINES THAT VENDOR IS NOT AN INDEPENDENT CONTRACTOR, VENDOR AGREES TO INDEMNIFY AND HOLD HARMLESS THE COUNTY FOR ANY AND ALL DAMAGES, PENALTIES, ASSESSMENTS, TAXES, OR EXPENSES THAT MAY BE INCURRED BY THE COUNTY AS A RESULT OF THIS DETERMINATION.

3. MISCELLANEOUS.

3.1 Choice of Law. The validity, construction, interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of Texas without reference to conflict of law principles. The forum for any action under or related to the Agreement is exclusively in a state or federal court of competent jurisdiction in Texas. The exclusive venue for any action under or related to the Agreement is in a state or federal court of competent jurisdiction in Fort Bend County, Texas.

3.2 Amendment. This Agreement may not be amended, modified or supplemented except by written instrument signed by both Vendor and the County.

3.3 Severability. If any provision or provisions of this Agreement should, for any reason, be held invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

3.4 Survival. Vendor agrees that the terms of this Agreement shall survive the expiration, termination, or completion of Vendor's services and shall be fully enforceable by the County thereafter by way of injunction or action for damages, as appropriate.

IN WITNESS WHEREOF, the parties hereto have caused this Confidentiality Agreement to be executed by their duly authorized representatives as set forth below.

FORT BEND COUNTY, TEXAS

[Phoenix Business Inc.]

By:

By:

Name:

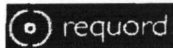
Name:

Title:

Title:

Date:

Date:



Appendix

1

Appendix 1 – ReQuord ECM / OnBase Overview

The proposed ReQuord ECM integrated solution by ReQuordit is built on Hyland Software's industry leading OnBase software platform. The key reasons why Phoenix recommends utilizing this platform across all departments are functionality, flexibility and security. This software platform provides functionality that cannot be found in any comparable systems, offers a flexible platform on which to craft a customized solution, all while maintaining tight security.

The ReQuord ECM Platform provides a proven document management platform that ingests content. Documents can be imported into ReQuord ECM via a number of different methods including scanning, faxing, emailing as well as simply dragging-and-dropping documents. The method of import can be tailored to fit your organization's individual needs.

After import, documents need to be classified or indexed for retrieval. The solution provides the option of user-friendly manual indexing or fully automated methods of indexing the documents with keyword values. These keywords provide organizations the ability to link information and documents together via a central system. Within the solution, documents are categorized by Document Type Group as well as Document Type. Keywords related to those individual documents are used for classification and retrieval purposes.

Once documents are in the ReQuord ECM solution, a number of things happen automatically. First, security is instantly assigned to the document. The document imported will inherit the security of its' assigned Group and Type unless an administrator notes otherwise. In addition to security, a document history is started. This history tracks any and all changes made to a document. Finally, once a document is imported into the system it is available for search and retrieval as dictated by its' Document Type Group and Document Type.

The proposed solution provides users with robust security features for maximum protection down to actual document levels. The flexible security model allows control over which product functions each user can utilize and access, in a setting which can be crafted to match your organization's security needs.

Unique levels of security are achieved by creating a custom set of product rights and privileges for each ReQuord ECM User Group. An administrator can rapidly implement a custom security profile for each user or group of users within an enterprise the system defines username/password policies through the simple user administrative interface within the point and click configuration module. The rights to the configuration module can be granted to department heads or retained by one or two individuals, depending on your needs.

ReQuord ECM security is usually administered at the user group level. After the system administrator has created a user group structure, individual users are made members of one or more user groups. If a user is a member of multiple user groups, the user is granted the cumulative rights of all the member groups. User groups must be deliberately assigned a set of product rights and privileges; the default condition provides no rights or privileges. Members of a user group can only access the specific Document Types to which the group has been assigned rights. The ability to perform specific functions can be controlled down to an extremely selective level, including the ability to:



- Run registered product modules.
- Perform configuration and administrative functions.
- Access printers and folders.
- Utilize the client document retrieval dialog box.
- Configure user and workstation options.
- Perform document functions such as retrieve, modify/delete, print, view, re-index, create/import, e-mail, copy to clipboard, save as, etc.

To further ease installation and administration, existing Active Directory or Novell domain user information can be used to create new users with user group memberships mapped from their AD/Novell groups. Security can be integrated directly with the Microsoft Windows or Novell security systems by use of Active Directory and LDAP. The administrator must activate the network security option and configure ReQuord ECM with an auto-logon startup. When a domain user logs on, the solution imports existing network user security information and creates a new user, which corresponds to their network security group membership. This important procedure eliminates the time intensive procedure of manually creating users and assigning user groups. The user profile is updated whenever the user's network group membership changes.

In addition to this security, ReQuord ECM includes very robust logging capabilities. The document history records transactional logs of information selected by the customer, or can record every action/task that occurs to every document by any users with a date and time stamp.

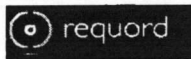
ReQuord ECM keeps extensive audit trails and logs which can be selectively maintained. The audit log tracks every action/task that occurs to every document by any user with a date and time stamp for each individual action. This includes access by users. The audit trails are stored in log files that are easily accessed for those with permission.

Document History			
Document History Workflow Queues Workflow Transactions			
Date	User	Action	Detail
01/09/2007 11:49:23 AM	MANAGER	Viewed	Viewed 19884 Tracking Slip for PO Number 10253624 - Vendor OFFICE SUPPLY WAREHOUSE - 01/29/2007
01/09/2007 04:57:22 PM	MANAGER	Added Reference	Added Reference Document (#2984)
01/09/2007 04:57:01 PM	MANAGER	Viewed	Viewed 19884 Tracking Slip for PO Number 10253624 - Vendor OFFICE SUPPLY WAREHOUSE - 01/29/2007
01/09/2007 01:38:29 PM	PELHICARE	Viewed	Viewed Document Tracking Slip for PO Number 10253624 - Vendor OFFICE SUPPLY WAREHOUSE - 01/29/2007 (#2984)
01/09/2006 09:12:58 AM	ADMINISTRATOR	Viewed	Viewed 19884 Tracking Slip for PO Number 10253624 - Vendor OFFICE SUPPLY WAREHOUSE - 01/29/2007
02/20/2006 01:13:04 PM	ADMINISTRATOR	Viewed	Viewed 19884 Tracking Slip for PO Number 10253624 - Vendor OFFICE SUPPLY WAREHOUSE - 01/29/2007
02/20/2006 01:10:45 PM	ADMINISTRATOR	Unknown action	Created Note #41 on 19884 Tracking Slip for PO Number 10253624 - Vendor OFFICE SUPPLY WAREHOUSE - 01/29/2007
02/20/2006 01:30:43 PM	ADMINISTRATOR	Created Note	Created Note #41 on 19884 Tracking Slip for PO Number 10253624 - Vendor OFFICE SUPPLY WAREHOUSE - 01/29/2007
02/20/2006 01:30:22 PM	ADMINISTRATOR	Viewed	Viewed 19884 Tracking Slip for PO Number 10253624 - Vendor OFFICE SUPPLY WAREHOUSE - 01/29/2007
02/16/2006 12:15:51 PM	ADMINISTRATOR	Viewed	Viewed 19884 Tracking Slip for PO Number 10253624 - Vendor OFFICE SUPPLY WAREHOUSE - 01/29/2007
11/06/2005 02:01:24 PM	ADMINISTRATOR	Viewed	Viewed 19884 Tracking Slip for PO Number 10253624 - Vendor OFFICE SUPPLY WAREHOUSE - 01/29/2007
07/06/2005 04:45:14 PM	ADMINISTRATOR	Viewed	Viewed 19884 Tracking Slip for PO Number 10253624 - Vendor OFFICE SUPPLY WAREHOUSE - 01/29/2007
07/06/2005 04:45:04 PM	ADMINISTRATOR	Viewed	Viewed 19884 Tracking Slip for PO Number 10253624 - Vendor OFFICE SUPPLY WAREHOUSE - 01/29/2007
02/08/2005 06:11:55 PM	MANAGER	Unknown action	Electronic signature received from 19884 Tracking Slip for PO Number 10253624 - Vendor OFFICE SUPPLY WAREHOUSE - 01/29/2007
02/08/2005 06:11:02 AM	MANAGER	Unknown action	Electronic signature added to 19884 Tracking Slip for PO Number 10253624 - Vendor OFFICE SUPPLY WAREHOUSE - 01/29/2007
02/08/2005 05:11:27 PM	MANAGER	Viewed	Viewed 19884 Tracking Slip for PO Number 10253624 - Vendor OFFICE SUPPLY WAREHOUSE - 01/29/2007
01/02/2005 01:52:13 PM	MANAGER	Viewed	Viewed 19884 Tracking Slip for PO Number 10253624 - Vendor OFFICE SUPPLY WAREHOUSE - 01/29/2007
01/02/2005 01:52:06 PM	MANAGER	Viewed	Viewed 19884 Tracking Slip for PO Number 10253624 - Vendor OFFICE SUPPLY WAREHOUSE - 01/29/2007
01/02/2005 01:51:55 PM	MANAGER	Viewed	Viewed 19884 Tracking Slip for PO Number 10253624 - Vendor OFFICE SUPPLY WAREHOUSE - 01/29/2007

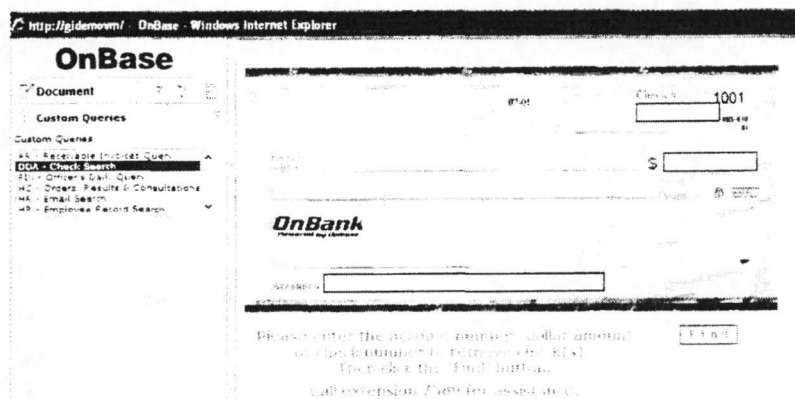
One of the actions tracked as part of the document history is search and retrieval. Fast, consistent, and secure access is provided to all documents stored in the ReQuord ECM Imaging solution. Retrieving a document is nearly instantaneous through several search methods, including the Document Retrieval dialog box, Foldering, Custom Query, Text Search, and Cross-Referencing. The client is the central location to import, organize, secure, retrieve, enhance and distribute all of your data.

Powerful tools are provided to retrieve stored data quickly and accurately. The ReQuord ECM client offers several methods of searching, including:

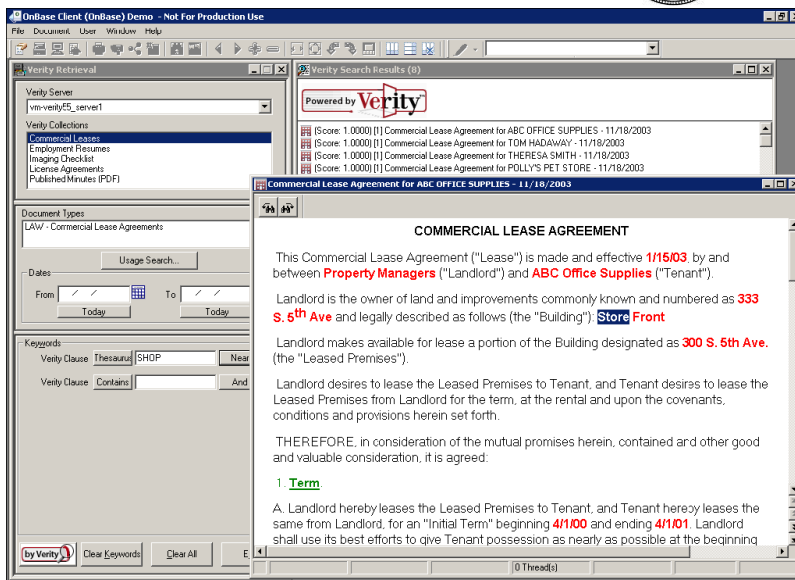
- The **Document Retrieval Dialog Box** offers an efficient, user-friendly way of displaying any and all documents stored in ReQuord ECM. It provides users with the ability to retrieve the exact document(s) desired with minimal effort. Entering keyword values allow users to find documents in seconds. Keywords and dates can be used to filter unrelated documents. Queries can limit searches by document type group, document type, document date and keywords.



- **Cross-Referencing** is a powerful retrieval method that enables users to double-click on an open document and automatically retrieve any or all related documents regardless of data type. The links between document types for cross-referencing are created with only a few mouse clicks and never require programming. For example, to find and display the image of receipt related to an item in an expense report the user would only have to double click on the line in the report that lists the expense.
- The **Custom Query** retrieval feature (see screenshot) enhances security and makes routine retrievals one click away for users who repeatedly perform the same queries. A user-defined, custom query provides a faster, more direct way to search for a specific item. To enhance security and usability, ReQuord ECM can be configured to have only the Custom Query display on startup. If a workstation is setup in this fashion, it will present the user with only specified queries. The user will not be aware of any other information in the ReQuord ECM system and have no way of accessing it.

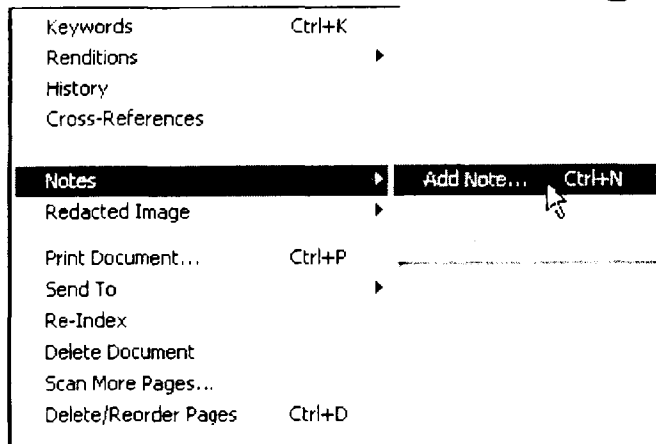


- **IDOL Full-Text Searching** uses IDOL K2 Server and Microsoft Internet Information Server to perform advanced searches, seamlessly integrating with the ReQuord ECM client module. Some of the searches that can be performed include: fuzzy, inflectional, thesaurus, proximity, wild card, and SOUNDEX searches on documents that have been full-text indexed. Text searches can be combined with ReQuord ECM keyword searches or date range searches to further define and limit the documents returned.



- **File Foldering** can be customized to meet user needs. This search method is very similar to using Windows Explorer. A file cabinet window displays the folder type, all available file cabinets, and all folders within a selected folder. Navigation features include double-clicking on a folder to display the next directory, and pressing the backspace key to move to a higher-level directory.
- A **Note Search** initiates a search for all documents with notes that contain the text entered by the user. When ReQuord ECM finds documents with notes, highlights, or staples text that match, a list is generated in a separate window. The user can also restrict the search to certain note types by making a selection from a drop-down list of note types.
- The user can create Visual Basic scripts in the configuration module and run them in the client. Visual Basic scripts are very powerful tools that can be launched when a document is being displayed. They are completely defined by the user and can provide limitless extended capabilities.
- The **Document Handle Search** provides a way to retrieve a document by its master 'Item Number' in the ReQuord ECM database. This is useful for administration and troubleshooting.

One of the most appealing features of ReQuord ECM's proposed solution is its easy-to-use right-click functionality. Among the functions accessible is the notes feature, which allows users to comment on documents without altering the actual image. These notes can include pre-determined options such as an Accounts Payable note which marks a discrepancy in payment amounts, an "Approved" stamp or even a blank post-it note. In addition to the notes, users have the option of using the annotation toolbar. This includes a highlighter as well as a redactor. These notes and annotations can be viewed by other users, but can also have security settings associated with them so that only those with specific security access can view the note.



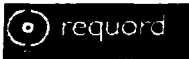
To provide easier document retrieval and grouping, ReQuord ECM supports dynamic, content sensitive, document linking capabilities via cross-referencing. Double click cross-referencing provides the ability to link documents based on like values. Documents can be linked across a single application or different applications, as long as there is a common index or keyword value. Static cross-referencing is also available by “stapling” documents together via a drag-and-drop, or accumulating documents into an envelope.

Another easy yet powerful way to organize documents within the solution is through the Foldering interface. Folders provide a familiar interface for grouping documents without changing their physical storage in the database or association to a document type. A folder can contain more than one document type and documents can be accessed from either the folder or other types of document retrieval. Folders can also be configured to automatically pull in documents containing certain keyword type values upon entering the system. You can manually drag and drop documents into folders in the client, or use a COLD, DIP, Document Imaging, or Document Import process (sold as modules) to further automate this process.

ReQuord ECM offers dynamic and static Foldering capabilities. A dynamic folder contains document type and keyword value criteria that the system will use to find documents. When you open a dynamic folder, the keyword values are used to find documents that also match the document type or document type group criteria configured for the folder. Matching documents populate the folder automatically. Each time the folder is opened, the query will be run again, finding any new documents that match the criteria for the folder. A static folder contains only the documents placed in it through drag and drop from the client desktop. Static folders can contain documents belonging to multiple document types; there are no document type restrictions. When you place a document into a static folder, if any of the folder's keyword types match the document type keywords, the document will be indexed with the keyword values applied to the folder.

The folder interface consists of file cabinets that house folders. Documents can be dynamically sorted based on characteristics and content of the documents. The Foldering window displays the folder type, all available folders, and all folders within a selected folder. Navigation features include double-clicking on a folder to display the next directory and pressing the backspace key to move to a higher-level directory. This method of retrieval is similar to Windows Explorer. Once a document has been retrieved, the user is afforded a myriad of options including zoom-in, zoom-out, thumbnails, keyword viewing, printing, e-mailing, or faxing. The user can also utilize ReQuord ECM's cross-referencing feature to double-click on the document and retrieve any or all related documents regardless of data type.

Another way of retrieving archived documents from ReQuord ECM via a folder like structure is using Microsoft Windows Explorer. Explorer Extensions place an additional folder in the Windows Explorer directory tree called ReQuord. Upon opening the folder, the user is either authenticated via active directory network security or



prompted for ReQuord ECM login information. The Folder contains sub-folders that offer alternative search methods. The search method provides experienced users with the standard Document Retrieval Dialog. Alternatively, the My Queries method presents task-specific queries to streamline routine retrievals. Once a document has been retrieved, the user is afforded a myriad of options including zoom-in, zoom-out, thumbnails, keyword viewing, printing, e-mailing, or faxing. The user can also utilize the cross-referencing feature to double-click on the document and retrieve any or all related documents regardless of data type.

Finally, the Enterprise Core component allows users the additional control to organize and view printing documents via the print queue. Print queues manage the manner in which documents are printed by defining the method for generating the print request (locally or over a network), as well as the type of printer that will be used to print the document when it is sent to that queue. ReQuord ECM recognizes three print queue configurations: Local, Network, and Print Cluster. This portion of the segment allows users to control where and when documents are printed, which means any requirements of printing, such as paper documents are printed on, can be easily adhered to.

The functionality outlined in this section illustrates the power of the proposed solution right out of the box. Additional functionality can be achieved with additional modules, but the underlying principles of functionality, flexibility and security remain throughout the use of this solution.

Software Components:

ReQuord Multi-User Server

- Provides utilities, ReQuord ECM Configuration, Basic Text Search and Print Servers, three-tier ReQuord ECM Broker and a License to use the copyrighted ReQuord ECM Database in conjunction with a supported SQL Database Management System (DBMS) in a single instance, multi-user environment.

ReQuord Web Server

- Provides an ActiveX or HTML browser interface to access documents stored in a ReQuord ECM database via the Internet, Extranet or corporate Intranet.

Document Capture

The capturing of documents is the first step in creating a more secure and efficient business process. Along with the fully integrated scan now, scan later and file upload capability of Sustain we have additional capabilities to ingest information directly into the ReQuord ECM application. Information capture can be done in a number of different ways directly within the ReQuord ECM application and can process information in fax, email, paper document or xml form to name a few. For the purposes of this solution we will be discussing the use of Document Imaging or scanning.

Scanning allows users to import existing digital images into the system with the additional ability to perform image enhancements and read bar codes. Documents are scanned or swept (individually or in large batches) into user-defined queues. The documents are typically then indexed and archived into the document management system.

Source documents are scanned into queues as black and white, gray scale or color documents. Prior to scanning, users assign a scan format to a scan queue. Scan formats are user configurable and contain information about the scanner, document, file format and image processing. These formats retain specific settings for different types of source documents, making scanning faster and easier.



The system's client/server architecture allows you to scan documents from a single workstation and index and archive the documents from multiple workstations. This could mean that clerks collect documents throughout the day and bring them to a dedicated scan station for scanning. The Clerks can later index documents at their own workstations rather than at the time of scanning. The Document Imaging module provides several indexing methods, some of which improve the speed and accuracy of indexing. Index values can be entered manually, automatically filled via bar code, or automatically filled using an AutoFill keyword set.

Another way to import documents is via The EDM (Electronic Data Management) Services module. This component allows ReQuord ECM users to store and manage documents generated by Microsoft Office and other integrated applications. Users can interact with ReQuord ECM from within Word, Excel and other applications to store, retrieve, save multiple revisions of, and share documents. EDM Services enables the following features:

- Ad-hoc document storage (the ability to save documents "on the fly" directly from third-party applications)
- Multiple file drag-and-drop import
- Revision control
- Document templates
- Document check in/check out
- Permanent image markups on documents

Document templates provide users with a base document that can be modified and stored as a new document. For example, the County may have a standard memo format stored as a template. Users can easily access this template to ensure a standard look and layout to memos or other County documents.

With ReQuord ECM EDM Services, users can check documents in and out of the system. Check In/Check Out functionality protects a document from simultaneous revisions. When a user retrieves and opens a document from the system, the document is automatically "checked out." While checked out, other users can only retrieve and route a read-only version of the document.

Document Name	Document Handle	Document Type	Document Date	Revision	Date Checked Out	User
Resume for JANE HARPER - Position: RN	919	HP - Resumes (.)	1/2/2003	2	9/9/2007	MANAGER

This module also helps facilitate the sharing of documents. For example a user may write a document that requires input from others. The initial document is created and imported into the system using ReQuord ECM EDM Services. It can then be retrieved and revised by anyone with modification rights for that document. Users can make changes and save the document as a revision of the original. Comments that describe the changes made may also be attached to the document for subsequent users. The ReQuord ecm EDM Services also provides a "persistent checkout" feature that allows you to check out documents and keep them checked out even after the system session has ended. Documents can be transferred to another machine or laptop, allowing for offsite revision. For example, if an employee needs to review/edit the document on a laptop while traveling, the document can be checked out and remain checked out after the session is closed. After changes have been made, the user checks the document back in. The document is now available for the next user or users to review.

Revisions / Renditions					
Resume for JANE HARPER - Position: RN					
Revision #	File Type	Date	Comment	User Name	
3	MS Word Document	9/9/2007 12:22:09 PM	done	MANAGER	
2	MS Word Document	11/11/2003 11:32:26 AM	An example	MANAGER	
1	MS Word Document	3/29/2003 10:49:55 AM	Original revision	MANAGER	

Appendix

2

Appendix 2 – Workview

Workflow Overview

The OnBase solution provides a robust workflow capability that processes documents through your business logic electronically. Documents are processed by rules that a Phoenix Project Manager establishes with your team that mirrors your processes. The workflow that is discussed in this proposal is only meant to illustrate the possibilities of the software. It is completely configurable by the customer to meet your unique processes and business rules. The Figure below depicts an example of what an end user would see when using the workflow.

The screenshot shows the OnBase Client (OnBase) interface. The main window displays a workflow diagram on the left, a document list in the center, and a keyword display on the right. The workflow diagram shows a sequence of steps: Invoice, Evaluation, Validation, Invoice Processing, and Completed Invoices. The document list shows a list of documents with columns for Name, Arrival Time, and Count. The keyword display shows a list of keywords for a selected document, including Purchase Order ID, Invoice Date, and Ship Date. The document list also includes a table with columns for Quantity, Item, Description, Unit Price, and Extension.

Quantity	Item	Description	Unit Price	Extension
35.00	TALAVERA 10	BLANCO 4X4	0.37	12.95

- Graphical View / Workflow View** – This box allows the user to easily see how much work exists in each queue. This allows for users to visually monitor progress of many types of work.
- Document List** – This box lists all of the documents within the selected queue from Box-1 that are available to work on. The user simply has to click on the document in the list to begin working on it.
- User Interaction Window** – This window is used to prompt the user with questions about the documents they are working on. It can also be used to collect information needed to process or replace incorrect values.
- Related Documents Folder** – This folder represents all related documents to the main document that was selected in Box-2. The documents are related by a common keyword value such as PO Number.
- Keyword Display** – This feature displays important keywords of the document to the user such as control numbers or status keywords.
- Ad-hoc User Tasks** – Users can select any of the predefined ad-hoc user tasks that are available from the task bar. These tasks perform work that is predefined in the workflow configuration.

Reminder Notifications

Reminder notifications can be configured to be sent to users internally within the OnBase solution or externally via email (Microsoft Outlook, Lotus Notes, and GroupWise). E-mail notification is a standard feature with the solution and can be configured to perform various functions. These include send reminders, send additional



notifications via timers to owners regarding past due performance, and escalation email notifications to supervisors.

With its straight forward configuration, IT and business process owners can collaborate to build business rules that can be implemented quickly and easily handle millions of documents and thousands of users. Its user-friendly interface means easy execution of rules and actions for end users. The end result is that your organization's business processes are executed faster and more efficiently, allowing end users to focus on tasks at hand rather than getting documents to where they need to go.



Appendix

3

Appendix 3– Case Studies (Continues on Next Page)



City of Boise

The City of Boise Idaho first became a client in 2008. The City had an outdated document management solution in place for one department and a challenged implementation of OnBase in another. Therefore the City decided to look for a partner with deep experience in Government solutions to provide consulting and implementation services. The RFP issued was to replace the outdated imaging and implementation services. ReQuordit was awarded the RFP in 2008 and completed the work a few months later. This was just the beginning of OnBase at the City. The City of Boise asked ReQuordit if it could provide an Enterprise Study to define areas of need and recommend solutions to address the needs where appropriate. We used our RITE Score solution methodology that easily presents the value of the solution to the organization. From that study, the City produced a 3 year strategic to implement many of the ideas that had been identified.

Top Solutions:

- Enterprise AP invoice routing and approval that is tightly integrated into Lawson ERP system
- City Clerk's Office
- Human Resources
- Purchasing
- Parks and Recreation
- Public Works Admin/Operations/Utility Billing
- Legal
- Planning and Development Services
- HR - Risk and Safety

As we deployed these solutions we have displaced many niche systems and other ECM systems such as ApplicationXtender and Accorde. These were easily converted over to OnBase during implementation.

The City also worked to develop an internal advisory board for presenting ideas for new solutions. We work with this smaller group that is made up of delegates from each department to design enterprise wide solutions. This allows each group to openly voice concerns about policy, finances, security, and process with the intent of finding the best solution possible for the City. This group makes recommendations to the CEO, CIO, and CFO directly once projects have been defined and justified by the group. This governance program is an exceptional way to work within the government space collaboratively towards individual and shared goals.

Solution Quick Facts

Total Users

500 users

Total Staff

2 OnBase Administrators

Solution Benefits

- Enterprise Access to promote organizational transparency
- Significant increase in ability to serve the public
- reduced expense in processing and storing of documents
- reduced labor
- reduced processing costs
- increased accountability

Modules Used

Enterprise Application Enabler, Production Document Imaging (ISIS), Concurrent Client, BizTalk Server Standard Runtime, Document Import Processor, EDM Services, Microsoft Outlook 2010 Integration, Production Document Imaging (Kofax/Twain), Public Sector Constituency Web Access, Multi-User Services, Records Management, Lawson S3 Integration, Unity Integration Tool Kit, Unity Client Server, Workflow Concurrent Client SL, Web Server.

Contact:

Eric Ludovic
OnBase Administrator
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**Las Vegas Metro Police Department****Initial Issue Faced**

To create a case management application for property and crimes.

Additional Issues Solved

The ReQuord ECM implementation has been expanded to over 40 different areas within the police department. The highlighted solutions include:

Events and ID records – Archived all event and ID records, and helped with their backfire conversion.

Crime Scene Investigation – Automated collection and storage of photo, audio and video files, as well as the storage and location of all official documentation related to the case. ReQuordit created a product called ReQuord Media that enforces chain of custody from the crime scene to the archive, ultimately improving accountability and reducing effort. Saved over 80 hours per week in processing, and eliminated the need for officers to go to the photo lab, enabling officers to spend more time on the street.

Taser-Cam – Collection and storage of all video files generated when a Taser is used by a police officer. This highlights ReQuordit's ability to collect and manage non-standard file types.

Bureau of Officer Development – Created a means to track all coursework, hours and remedial officer training for the academy. Provided accountability to ensure that training was being provided and that certifications were current. Integrated attendance confirmation with the electronic identification card to ensure officer attendance.

Public Facing Forms – Provided access to public to complete forms that would flow through workflow to process the user's request.

District Attorney – Developed the ability to electronically package police reports for delivery to the district attorney's office.

SWAT – Ability to pull information from multiple databases and present documents while in transit to the site, and have that information. The solution is credited significantly reduced officer risk and injury by providing real time access to information.

Solution ROI

Las Vegas Metro PD is annually recognized by the relevant police associations as one of the top tier managed police departments. The return on investment is measured in millions of dollars saved in reduced printing, storage space and improved access to information. The total amount invested is in excess of \$3M. ReQuordit was the only IT solution that Las Vegas continued to pursue at the beginning of the recent recession.

Total Staff

Las Vegas Metro PD has two full time resources managing day to day administrative activities with small IT support

Modules Used

Automated Indexing, Batch OCR, Business Activity Monitoring, COLD/ERM, Concurrent Client Desktop, Document Imaging (15 ppm max), Distributed Disk Services, Document Import Processor, Document Knowledge Transfer, Document Retention, EDM Services, E-Forms Enterprise Application Enabler, Full-Text Indexing Concurrent Client for Autonomy IDOL, Full-Text Indexing Server for Autonomy IDOL, Integration for Microsoft InfoPath, Integration for Microsoft Outlook, Multi-User Server, Production Document Imaging (Kofax or Twain) (1), Production Document Imaging (Kofax or Twain) (2+), Production Document Imaging (TWIN), Report Services, Signature Pad Interface (TWIN), Virtual Print Driver, Web Parts for Microsoft SharePoint, Web Server, Web Services Toolkit, Workflow Concurrent Client, Workflow Enterprise Server, Workflow Workstation Client, WorkView Concurrent Client, WorkView Server

Contact:

Bambi Pilley
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B5020P@LVMPD.com



McHenry County, Illinois _____

Initial Issues Faced

The initial solution in 2002 for McHenry County was in the Treasury Department and the IT Department. Treasury desired to have a better way to manage all existing land records such as Property Deeds and tax records. The ReQuordit solution allowed the Treasury Department to digitize those records and make it easier for citizens (walk-ins and online) to find property information throughout the County.

Additional Issues Solved

Over time, the ReQuordit solution has expanded to include the Sheriff's Office, Environmental Health, Purchasing, Planning & Engineering, and the 22nd Judicial Court District. The ReQuordit solution in the 22nd Judicial District Court has been integrated with the native Court Case Records Management application. The Sheriff's Office uses the ECM extensively to manage police records and crime scene photos. Environmental Health imports all investigative cases files created by field investigators along with the case worker's photos and other supporting documents for easy reference and retrieval. In the Purchasing Department, the ReQuordit ECM solution has enabled users to simply click a button in their native application to quickly retrieve stored information in the ECM. The Organization also provides a Public Access link to many public records, simplifying public access to approved records. We have automated many business processes for the Organization and continue to develop new solutions every year due to the McHenry Organization Government.

Solution ROI

Since the first implementation over 11 years ago, the County has realized a savings of hundreds of thousands of man hours previously devoted to physical lookups and management of paper documents in their former work efforts in all departments. The ECM workflows adopted has saved countless days related to single customer service actions such as responding to citizen requests for building permits, licenses, court records, public records, etc. Altogether, the County has saved millions in taxpayer dollars during the last decade.

Contact:

Ken "Stormy" Kies
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kskies@comchenry.il.us

Exhibit 1



Solution Quick Facts

Total Staff

McHenry County has one IT person dedicated to maintaining the ECM throughout the organization.

Modules Used

Automated Indexing, Batch OCR, Business Activity Monitoring, COLD LRM, Concurrent Client Desktop Document Imaging (15 ppm max), Distributed Disk Services, Document Import Processor, Document Knowledge Transfer, Document Retention, EDM Services, E-Forms, Enterprise Application Enabler, Full-Text Indexing Concurrent Client for Autonomy IDOL, Full-Text Indexing Server for Autonomy IDOL, Integration for Microsoft InfoPath, Integration for Microsoft Outlook, Multi-User Server, Production Document Imaging (Kofax or Twain) (1), Production Document Imaging (Kofax or Twain) (2+), Production Document Imaging (TWIN), Report Services, Signature Pad Interface (TWIN), Virtual Print Driver, Web Parts for Microsoft SharePoint, Web Server, Web Services Toolkit, Workflow Concurrent Client, Workflow Enterprise Server, Workflow Workstation Client, WorkView Concurrent Client, WorkView Server.



University of Chicago

Issue Faced

Payroll time card management. Manage 4000 weekly timecards. Extracting data and updating to payroll. Scanning entire archive of payroll records. Integration with their mainframe application.

Additional Issues Solved

Human resource – The University has roughly 8,000 permanent staff, and approximately 20,000 student and temporary help that they have during the academic year. ReQuordit helped automate all onboarding and off boarding documentation processes for these employees.

Payroll Administration – ReQuordit automated the processes for staff when they need to make a change to their benefits that affect their payroll. This includes benefits, 401k, vacation requests and other payroll affecting activities.

Non-Purchase Order Payment Approval – Providing electronic approval routing and GL coding for the University's non-PO payment processes.

Alumni Group – Electronically managing supporting documentation for monetary and non-monetary gifts. Non-monetary gifts can include art.

E-Leger Project – Electronically create and deliver all financial ledgers and statements.

Facilities – Manage all leases, maintenance logs, building drawings for the over 200 buildings on the University of Chicago campus.

Registrar Office – ReQuordit is working with the Registrar's Office to archive past and present student records into OnBase. This is being accomplished by college.

Purchasing – Managing all purchasing and contract records for the Central Purchasing Office.

University Police Department – Storing event records.

Risk Management – This is a case management system. When an event occurs, the Risk Management department investigates, and can suggest new policies or resources be added to reduce the risk to students and staff. An example might be the installation of additional lighting in an area where students frequent in the evening.

ACH Solution/Vendor Management (Current) – Currently deploying a solution that tracks all the vendor activities for the University including capturing and updating vendor payment information, contract and vendor reviews.

ROI

Each project has provided measurable benefits from both a direct cost reduction standpoint and an indirect perspective. Direct costs included elimination of printing, storing and destroying paper records. The indirect costs include finding information faster, providing accountability for managing documents and improved communication across each department that deployed a solution.

The larger projects that provided the most financial significant impact include the following:

Printing services – For the E-Ledger aspect, two massive printers, staff and vehicles were eliminated because reports were now provided electronically rather than in paper format.

Human Resources – All previous timecards were scanned, removing file cabinets from a historically protected building. Staff that was moving documents between the payroll department and human resource department was repurposed for other activities. University of Chicago moved to a truly paperless HR department.

Solution Quick Facts

Total Users

8,000 users

Modules Used

Application Enabler, Archival API, Batch OCR, COLD ERM, Concurrent Client (1-100), Distributed Disk Services, Document Import Processor, DVD Authoring, EDM Services, E-Forms, Export, Full-Text Indexing Concurrent Client for Autonomy IDOL, Full-Text Indexing Server for Autonomy IDOL, Integration for Azteca CityWorks, Multi-User Server, Production Document Imaging (Kofax or Twain) (1), Production Document Imaging (Kofax or Twain) (2+), Public Sector Constituency Web Access, Publishing, Query API (Initial 500 queries hour) (Thick Client), Report Services, Web Server, Web Services Toolkit, Workflow Concurrent Client, Workflow Enterprise Server, Workflow Workstation Client, Workstation Client (1-100), WorkView Concurrent Client SL (1-20)

CONTACT

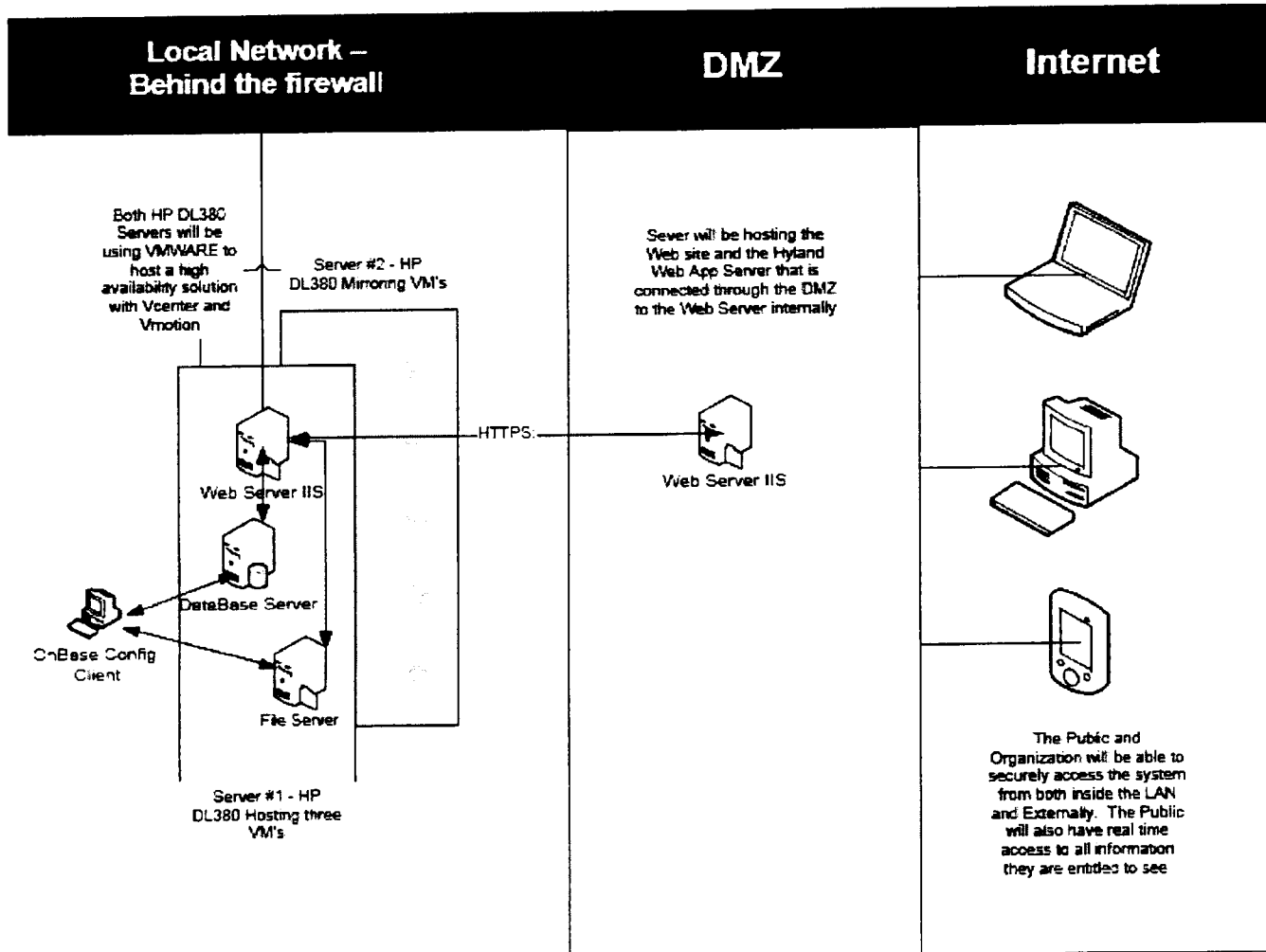
Dorothy Raden
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Appendix

4

Appendix 4 – Hardware and Architecture Specifications





Hardware and Operating System Requirements

NOTE: The following are recommended requirements for use with OnBase 11.

Operating Systems Supported

OPERATING SYSTEM	ONBASE CLIENT	WEB/ APPLICATION SERVER	WEB CLIENT	DESKTOP	UNITY CLIENT
WINDOWS VISTA SP2 (OR LATER SP)	X	N/A	X	X	X
WINDOWS SERVER 2008 SP2 (OR LATER SP)	X	X	X	X	X
WINDOWS SERVER 2008 R2 SP1 (OR LATER SP)	X	X	X	X	X
WINDOWS 7 SP1 (OR LATER SP)	X	N/A	X	X	X
WINDOWS 8	X	N/A	X	X	X
WINDOWS 8.1	X	N/A	X	X	X
WINDOWS SERVER 2012	X	X	X	X	X
WINDOWS SERVER 2012 R2	X	X	X	X	X
APPLE MAC OS X (VERSION 10.6 OR LATER)	N/A	N/A	X	N/A	N/A

OnBase Client supported operating systems require both:

- Microsoft .NET Framework 4.5.1
- Microsoft Visual C++ 2010 Redistributable Package (x86)



Workstation Requirements

CLIENT RETRIEVAL WORKSTATION

CPU	2 GHz or faster
MEMORY	2 GB or greater
FREE HARD DISK SPACE	500 MB
SCREEN RESOLUTION	1280 X 1024 (1440 X 900 widescreen)

OCR PROCESSING WORKSTATION

CPU	2 GHz or faster
MEMORY	8 GB or greater
FREE HARD DISK SPACE	500 MB
SCREEN RESOLUTION	1280 X 1024 (1440 X 900 widescreen)

SCANNING WORKSTATION

CPU	2 GHz or faster
MEMORY	2 GB or greater
FREE HARD DISK SPACE	1 GB for system files and OnBase software
SCREEN RESOLUTION	1280 X 1024 (1440 X 900 widescreen)
SCANNER	TWAIN compliant

CD/DVD/BLU-RAY AUTHORIZING WORKSTATION

CPU	2 GHz or faster
MEMORY	1 GB or greater (2 GB or greater for Vista and later versions of Windows)
FREE HARD DISK SPACE	1 GB for system files and OnBase software 1 GB for ISO image file (CD) / 6 GB for ISO image file (DVD) / 25 GB for ISO image file (Blu-ray) 1 GB if exporting/publishing for the Export directory structure
SCREEN RESOLUTION	1280 X 1024 (1440 X 900 widescreen)



Desktop Requirements

CPU	1 GHZ
SYSTEM MEMORY	2 GB or greater
FREE HARD DISK SPACE	500 MB
SCREEN RESOLUTION	1280 X 1024 (1440 X 900 widescreen)
MICROSOFT .NET FRAMEWORK	Microsoft .Net Framework 4.5.1
MICROSOFT MSXML	Microsoft MSXML 4.0 SP2 or later
E-MAIL PLATFORM	MAPI 1.1 Compliant Email Client connection and supporting Active Messaging DLLs.

Database Requirements

SUPPORTED DATABASES	Microsoft SQL Server™ 2005* (SP2 or later recommended)
	Microsoft SQL Server 2008 (RTM, SP1, SP2; SP2 is recommended)
	Microsoft SQL Server 2008 R2 (RTM, SP1; SP1 is recommended)
	Microsoft SQL Server 2012
	Microsoft SQL Server 2014
	Oracle 8.0.5.0 or later (third-party ODBC driver is recommended)
	Oracle 8i: 8.1.7.7 or later (ODBC drivers should be 8.1.7 or later)
	Oracle 9i: Release 1 and Release 2 (9.2) (Oracle Client Driver 10.2.0.3 recommended)
	Oracle 10g: Release 1 and Release 2 (Oracle Client Driver 10.2.0.3 recommended)
	Oracle 11g: Release 1 and Release 2
	Sybase SQL Anywhere™ 12
	SAP Sybase SQL Anywhere 16

*Microsoft SQL Server 2005 must be running in compatibility mode 7 or greater. SQL Server 2005 drivers must be upgraded to the Feature Pack for Microsoft SQL Server 2005 - December 2008 or a later feature pack.



Server Requirements

Web and Application Servers must be dedicated purpose servers: not used as a domain controller, DNS server, non- OnBase web server, email server, print/database/file server, index server, proxy server, network backup server, jukebox manager, network performance monitor, OnBase Client processing workstations, or Workflow/API Client brokers. Network and disk I/O hardware should be optimized for performance and redundancy. Two network ports can reduce server bottlenecks by using a segmented network for external and internal requests, where external requests are sent to the Web clients and internal requests are sent to the file and database servers. A Gigabit Ethernet connection to the file server and minimal latency connection to the database server are recommended. SSL Web servers will typically run at a lesser percentage of a non-SSL Web server's throughput due to the SSL encryption demands placed on the CPUs.

SERVER COMPONENT

CPU	Intel® Xeon™ processor with multiple cores or processors
MEMORY	8 GB
FREE HARD DISK SPACE	1 GB Available disk space should be at least twice the size of the largest file users may upload
NETWORK CARD	Gigabit Ethernet or higher
WEB BROWSERS	Because some versions of Internet Explorer are not supported on all operating systems supported by OnBase, the following versions of IE are recommended for the listed operating systems: Windows Server 2008 / Windows Server 2008 R2: IE 9 Windows Server 2012: IE 10 Windows Server 2012 R2: IE 11
IIS	Microsoft IIS 7.0, 7.5, 8.0 or 8.5
SERVER .NET/XML /RUNTIME LIBRARIES	Microsoft .NET Framework 4.5.1 (this can be obtained from the Microsoft Download Center at http://www.microsoft.com/downloads) Microsoft MSXML 3.0 SP 5 or later and MSXML 4.0 SP2 (both are required) Microsoft Visual C++ 2010 Redistributable Package (x86)



Web Client Requirements

CPU	1 GHz
SYSTEM MEMORY	1 GB (2 GB or greater for Windows 7 and later versions of Windows)
FREE HARD DISK SPACE	200 MB
SCREEN RESOLUTION	1280 X 1024 (1440 X 900 widescreen)
WEB BROWSER	Active X Web Client:
	<ul style="list-style-type: none"> Internet Explorer 9.0, 10.0, or 11.0
	HTML Web Client (Macintosh OS):
	<ul style="list-style-type: none"> Firefox 3.1 Extended Support Release (ESR) Safari 5.1.9+, 6.0.4+, 6.1.6, or 7.0.6
	HTML Web Client (Windows OS):
	<ul style="list-style-type: none"> Firefox 3.1 Extended Support Release (ESR) Internet Explorer 9.0, 10.0, or 11.0
MICROSOFT MSXML	Microsoft MSXML 3.0 SP5 or later
E-MAIL PLATFORM	MAPI 1.1 Compliant Email Client connection and supporting Active Messaging DLLs.

Unity Requirements

CPU	2.4 GHz dual-core
SYSTEM MEMORY	4 GB
FREE HARD DISK SPACE	450 MB
SCREEN RESOLUTION	1280 X 1024 (1440 X 900 widescreen)
GRAPHICS CARD	256 MB with hardware acceleration support
WEB BROWSER	The following versions of IE are recommended for the listed operating systems:
	Windows Vista: IE 9
	Windows 7: IE 9/10
	Windows 8: IE 10, Windows 8.1: IE 11
E-MAIL PLATFORM	Microsoft Outlook 2007, 2010, or 2013
	Lotus Notes 8.0.2, or 8.5
	Novell GroupWise 8 or 12
MEDIA PLAYER	Windows Media Player 10

Mobile Access

ANDROID PHONE	Android OS 2.2 or greater
ANDROID TABLET	Android OS 3.0 or greater
BLACKBERRY	Blackberry OS 6+ (limitation: not supported on BlackBerry OS 10+)
IPAD	iOS 6.1.6, 7.1.2
IPHONE	iOS 6.1.6, 7.1.2
WINDOWS PHONE	Windows Phone 8 or greater *To open PDF documents using the OnBase Mobile Access for Windows Phone module, Acrobat Reader must be installed on your device. Acrobat Reader is installed on devices by downloading it from the Windows Phone Marketplace.

Virtual Environments

Hyland Software develops, tests, and supports the OnBase suite of products on specific Operating Systems, not specific hardware configurations. When OnBase is operated in a virtual environment (such as Citrix, VMware, Hyper-V, or Windows Remote Desktop) there may be limitations or subtle differences imposed by the environment. The customer and the virtual environment vendor are responsible for any interactions or issues that arise at the Hardware or Operating System layer as a result of their use of a virtual environment.

When it appears that a performance-related issue in OnBase is either caused by (or is unique to) the virtual environment, organizations may be asked to validate that the issue occurs in a non-virtual environment. Hyland Software will make this request if there is reason to believe that the virtual environment is a contributing factor to the issue.

Each OnBase site is unique. Hyland Software depends on the customers who deploy OnBase in virtual environments to do so only after careful design and adequate planning (that takes into account the workloads of your organization), and in accordance with recommendations provided by the virtual environment's vendor. As with any implementation, Hyland Software strongly recommends that any customer deploying the OnBase solution in a virtual environment thoroughly test the solution before putting it into production.

For information about using OnBase in a Citrix and Microsoft Windows Remote Desktop environment, please see the "Citrix and Microsoft Windows Remote Desktop Environment Deployment Guide," which is available from your solution provider.

64-Bit Support Statement

The OnBase suite of products is tested on 64-bit systems and is capable of being deployed on 64-bit systems using the Windows 32-bit on Windows 64-bit Emulator (WOW64) layer. However, OnBase modules that integrate with third-party applications may not be able to be used with the 64-bit versions of these applications. For these modules, only the 32-bit versions of these third-party applications are currently supported by the OnBase integrations. Consult the module-specific requirements section in each module reference guide for complete requirements details. Supported database versions that are deployed on a 64-bit database server are also supported. For more information, contact your solution provider.



Appendix

5

Appendix 5 – Resumes

JL DIAZ
Project Manager
PMP/ CRISC / SAP FI, FM, GM



PROFESSIONAL SUMMARY

- Accomplished Project Manager and System Integrator with over 20 years of extensive experience managing, executing and delivering financial performance management efficiencies using SAP and Open Text solutions for various industries ranging from Manufacturing, Public Sector, Non-Profit Organization, and Utility Industries.
- Well versed dealing with the often overlapping people, process, information and technology issues that affect how well finance organizations operate and support the activities of the rest of their organization. Full cycle knowledge of finance department activities, which include planning and budgeting, analysis, assessment and review, closing and consolidation, internal financial reporting and external financial reporting, as well as the underlying information technology systems that support them.
- Knowledgeable of project methodologies and the imperative of managing the scope, deliverable and client expectations.
- Strong interpersonal, communication and problem solving skills. Highly collaborative.

TECHNICAL SKILLS

- Master in the Procure-to-Pay process improvements, especially skilled in business reengineering Public Sector procurement process. Includes integrating Supplier Relationship Management solutions to Vendor Invoice Management solutions.
- Public sector experience includes City, County, K-12 Districts, and Utility Companies.
- Extensive configuration experience in Financial Accounting (FI), Funds Management (FM), Grants Management (GM), Fixed Asset Management (FA), and Controlling (CO).
- Very strong integration knowledge of multiple other modules, including Materials Management (MM), Supplier Relationship Management (SRM), Human Capital Management (HCM), and Project Systems (PS).
- Master in configuration of General Ledger Accounting, Accounts Payable, Asset Accounting, Cost Element/Cost Center Accounting, Internal Order processing, and Bank Accounting.
- Experienced in Vendor Invoice Management (VIM) using Open Text.
- Knowledgeable in reporting tools including Report Writer/Painter, Ad Hoc Query, SAP Query, InfoSet Query, Quickviewer and familiar with all standard SAP FI/CO reports.
- Experience with SAP ASAP methodology and Solution Manager, HP Quality Center, HP Service Center, and Ancile uPerform.

SUMMARY OF RELEVANT PROFESSIONAL EXPERIENCE:

Client: Tarrant County
Industry: Public Sector
Service Line: Enterprise Content Management
Duration: February 2014– Present
Role: Project Executive.

- Tarrant County is an urban county located in the north central part of Texas. Fort Worth serves as the county seat to a county population of approximately 1.8 million citizens.
- This project covers implementation of the Onbase Enterprise Content Management system covering ten (10) business processes ranging from court management system to SAP invoice/contract archiving.



- Executive oversight in the implementation of the project... Responsible for Quality Assurance of project deliverables.
- Technical Environment: SAP ECC 6.0 EHP 5.0,

Client: Los Angeles Unified School District

Industry: Public Sector/ School District

Service Line: SAP Package Technology

Duration: April 2012 – Present

Role: Project Manager/ Account Manager

- The client is the second-largest school district in the United States and serves a population of over 712,000 students. With over 100,000 employees, the district has an operating budget of approximately \$7.5 billion.
- This project is a fresh implementation of the Finance and Procurement modules. The goal is to set up SAP and replace the old systems.
- Managed the day-to-day coordination of project activities. Responsible for Quality Assurance of project deliverables. Lead the design, configuration, testing and support of the Procure-to-Pay (Accounts Payable) area and the Acquire-to-Retire (Fixed Assets) modules.

Technical Environment: SAP ECC 6.0 EHP 5.0, SRM 7.0,

Client: Advanced Micro Devices

Industry: Semiconductor

Service Line: SAP Package Technology

Duration: 7 months.

Role: Vendor Invoice Management Project Manager

- AMD is the second-largest global supplier of microprocessors based on the x86 architecture and also one of the largest suppliers of graphics processing units (GPU). The SAP enhancement project sought to improve, among others, the procure-to-pay process of the company. The Central Accounts Payable Division, based out of Penang Malaysia, processes 20,000 invoices per year. The project's goals were to streamline and improve the procedures in generating the SAP invoices and pay vendors on a timely basis.
- Implementation of OpenText Vendor Invoice Management (VIM) 6.0. VIM is an end-to-end solution that automates the creation of the invoice, handling the issues before posting the invoices accurately in the system. The implementation covers designing a system for the Central Accounts Payable unit in Penang, Malaysia; China, India, and Germany (Europe).

Technical Environment: SAP ECC 6.0 EHP 5.0, Open Text Vendor Invoice Management 6.0

Client: Pittsburgh Water and Sewer Authority

Industry: Public Sector

Service Line: SAP Package Technologies

Duration: 6 months.

Role: Project Manager

- Major Water Utility in Pennsylvania. The utility supplies quality water to 250,000 customers for the City of Pittsburgh. The job was to support the acquisition of a new water company and manage the day to day support operations of the SAP system.



- Managed the implementation of the Customer Base Expansion Project. This involved the acquisition of a company and integrating the customer master data of the acquired company within the PWSA's SAP system. Involved in managing and creation of the project plan all the way to implementation of the data conversion and implementation of the cutover procedures. Handled day to day operations of a ten person project team.
- In addition to handling the project, role included the daily management of various support issues/ tickets for the SAP system. Issues range from various modules on IS-Utilities including Device Management, Contract Accounting, Billing and Financial Accounting/ Controlling. Made sure that customer is happy and satisfied with the performance of a twelve person support group. Ensured that service level agreement are met and financial viability is maintained.
- Being a hands on Project Manager, took lead in resolving various issues on Financial Accounting/ Asset Management/ Bank Management. Issues cover implementation of various reports; expansion of asset life for Fixed Assets; creation of new bank accounts. Integral to the resolution of various integration issues with various IS-Utilities module.

Technical Environment: SAP ECC 6.0 EHP 2.0

Client: Direct Relief International

Industry: Health Care/Life Sciences/Non Profit

Service Line: SAP Package Technologies

Duration: 22 months.

Role: Team Lead/ Client Service Manager

- One of the leading Non Profit Organization in the world that provides medical assistance to improve the quality of life for people affected by poverty, disaster, and civil unrest at home and throughout the world. The core of its operation is to provide its partners essential material medical resources – medicines, supplies and equipment.
- The SAP implementation included business performance improvement and integration of the core modules on Finance, Controlling, Funds Management, Grants Management, Sales and Distribution, and Materials Management (with Warehouse Management).
- Managed Financial Accounting implementation. Directly responsible for the business process redesign, improvement, and documentation (blueprinting). Key implementer of SAP's New GL, Accounts Receivable, Accounts Payable, Asset Management, Cost Center and Internal Order Management, Funds Management and Grants Management. Ensured and managed proper integration with the Logistics module that include Materials Management, Sales and Distribution and Warehouse Management.
- Spearheaded the cutover process for the project team. Ensure that master data and the conversion programs are ready and fully tested in the Quality System. Managed the timing of the various activities/tasks making sure that the sequence of activities is correct and implemented properly.
- Subsequent role after the implementation was client service manager that handled the day to day support activities. Involved in the initial analysis of the issue, approval of the ticket creation, and providing solutions to issue tickets (for FI/CO/FM issues). Key responsibility revolves around ensuring quality, consistency and correctness of the solution.



Client: City of Charlottesville

Industry: Public Sector

Service Line: SAP Package Technologies

Duration: 15 months.

Role: Finance Team Lead

- Consistently voted by various rating institutions, such as Frommers, as the best city to live in America, the city holds the distinction as the center of commerce for Central Virginia. The SAP implementation called for a two phase approach: Phase 1: Finance, Logistics and IS-Utilities; Phase 2: Human Resources. The objective of the system is to overhaul the existing legacy system and implement new processes and procedures that will ensure better services for its constituents.
- Lead the Finance Team, consisting of four consultants and six client team members, through a rigorous implementation that involved replacing the existing system that has been in use for about 15 years. Financial Accounting implementation covers redesign of General Ledger, Accounts Payable, Cost Center Accounting, Internal Orders, Asset Management, Banking and Cash Management, and Fund Management. Integration points include: Plant Maintenance, Project Systems, Materials Management and Contract Accounts Payable.
- Involved in the delivery of the business process blueprints, functional business flows, and documentation of the business process procedures. Ensured the quality and correctness of the delivered system. Hands on involvement in the configuration and testing (both unit and integration with other modules). Wrote various functional and technical specifications that include among others: banking interfaces, central cashiering systems, and interface file with legacy revenue recording systems. Lead the whole team (Finance and Logistics) in the execution of the cutover process (making sure that master data and take over process of the production system was done according to plan). Project went live without hitch.

Technical Environment: SAP 4.6C

Client: Metro Manila Development Authority

Industry: Public Sector

Service Line: SAP Package Technologies

Duration: 13 months

Role: Co-Project Manager

- Major Public Sector Authority under the Office of the President of the Philippines. Project scope included the development of seven mission critical web based applications
- Responsible for delivering the project on time and on budget. The project involved a team of 30 developers, programmers, functional and technical consultants on top of over 50 client project team members.
- This was a major initiative that included delivery of state of the art traffic violation report system, a call center system, a website that pushes information from key systems (sort of a portal), an information kiosks, an intranet portal used to inform employees of the current news and critical updates, a human resources system that handles payroll and time and attendance and a mid tiered financial system (Solomon).

Technical Environment: Java/ Solomon System



Mark Buckley

ROLE:
President

OVERVIEW:

Mark Buckley has worked for over a decade in providing technical knowledge and business consulting services helping clients improve their business processes. Mr. Buckley has successfully consulted on over 200 projects with Requordit, Inc. He is trained and knowledgeable about all of the technology platforms sold and recommended by Requordit, Inc. and provides a unique knowledge about the document management industry and best of breed solutions. He has consulted about document management for Fortune 100 companies, large government agencies, construction companies, universities, financial institutions, and other industries. Mark serves industry advisory boards and is considered to be an expert in integration and deployment strategies that involve enterprise technology business solutions.

SAMPLE IMPLEMENTATIONS:

Las Vegas Metro Police Department: Mark has provided consulting services and solution design expertise to LVMPD for over five years. These services have been instrumental in helping LVMPD convert many processes from antiquated technologies into the OnBase ECM Software. Through his leadership, LVMPD has successfully used OnBase to replace several imaging systems, a photo archive solution, case management for business licenses and background checks, and over 40 other niche applications, resulting in significant savings. LVMPD continues to make improvements that secure the information and provide significant process improvements. Requordit, Inc. has earned several awards for the work at LVMPD.

Court Technology: Mark developed ReQuord Court software and solutions which are optimized to serve the Justice market. The goal of the ReQuord software suite is to provide an intuitive and easy way to work with documents. ReQuord has matured into a consistent platform that provides clients with an industry leading technology solution tailored to meet needs of the entire Judicial system from Law Enforcement, Prosecution, Defense, Courts, and more. ReQuord provides significant value resulting from its quick installation time and ease of use. The ReQuord package has double digit growth and continues to prove to be the ECM platform of choice for Justice Clients. Mark continues work on expanding and improving this offering with clients and partners.

Kenaidan Construction: Kenaidan is Requordit's newest construction client signed the beginning of FY2013. Mark's ECM expertise is playing an integral part in the design and implementation of a new ECM system which is being implemented simultaneously with ViewPoint as their new ERP system. The over-all goal is to have a combined system that will integrate seamlessly while playing off the strengths of each to provide Kenaidan with a state of the art construction software environment that will support their mission and future growth plans.

Traylor Brothers, Inc.: Mark consulted and designed the solutions for an enterprise wide solution for this large construction company – Traylor Brothers, Inc. Traylor is a large civil and underground contractor located in the Midwest – USA. Traylor Brothers, Inc. objective was to have an ECM system that was flexible in design, user-friendly, readily provide information to field staff, and could grow with their needs. To date, Traylor has successfully integrated their Requordit ECM solution with Computer Guidance's ERP - ECMs. A key part of this integration was the implementation of AP/AR Routing & Approval throughout their organization including their remote field offices. They are in the process of rolling out their CAD services both internally and remotely in conjunction with the Mobile Applications. The Equipment area was also a focal area in Phase 1. Traylor is preparing to implement Phase 2 in the Human Resources area and furthering the scope of Project and Contract Management.

Colas, Inc.: Mark consulted and designed the solutions for an enterprise wide solution for Colas, Inc., an international construction company. Requordit, Inc. was hired to work as the ECM experts to consult with the Colas teams that had been developed to review the processes of each departmental area of the company. We developed solutions for AP, AR, HR, Jobs, Engineering, and more. The project covered nine separate companies in many states. Colas's ECM system integrates with J. D. Edwards. Mark continues to support the staff of Colas as they work with Requordit to roll out the additional planned areas.



Adan Miranda

ROLE:

Public Sector Manager

OVERVIEW

Adan serves as Requordit Inc's Public Sector Manager. Before coming to Requordit Inc., Adan spent time working in shared services and process improvement for one of the largest public universities in the country. As a Requordit Inc. manager, he works with clients and consultants to drive successful deployment strategies. Adan works closely with client and internal Requordit Inc. resources to assure our solution exceed expectations.

SAMPLE IMPLEMENTATIONS

Large County Government: Adan was instrumental in guiding the implementation of OnBase and ReQuord Electronic Records Management System. The solution required integrating a number of existing systems, ranging from 30 year old mainframe applications to a variety of recently released applications. The projects required coordinating internal process mapping with highly technical software integrations. The current solution is well positioned for expansion across the campus for a variety of other departments.

4th Largest Police Department: Adan project management capabilities helps this Police Department's ongoing growth of the OnBase solution. A number of unique capabilities had to be developed for this implementation, integrating video feeds from tasers, as well as simplifying chain of custody processes for crime scene photography.

One of Three Credit Bureaus: This client has a number of internally developed systems that required extensive integration for the Requordit, Inc. solution to properly function. Adan led Requordit, Inc. programming staff in the development and implementation of an end to end mailroom solution as a part of a system wide refresh/upgrade. Adan also leads the any automation projects, helping to manage the scoping and testing activities in advance of a go-live event.

Al Kundrik

Al Kundrik has over 18+ years of dedicated OnBase experience in ECM Administration, Design and Solution Development. His technical expertise and contributions to the OnBase platform is recognized by Hyland Software the makers of OnBase.

Core Competencies

- Hyland OnBase Expertise
- OnBase Implementation
- OnBase Administration
- OnBase Workflow
- OnBase CAD Services
- OnBase Plan Review
- OnBase Unity
- Professional Services and Pre-Sales Support

Certifications

- Certified OnBase Installer
- OnBase Certified Workflow Designer

OnBase Accomplishments

- Workflow, E-Forms and Unity Forms, Unity, Workflow expertise, DIP, COLD
- Expertise in OnBase workflow Design and Administration.
- Designed and implemented Plan Review solutions for government agencies using OnBase Workflow
- Implemented System level integration with permitting applications (Tempest)
- Integration OnBase with Topaz signature pad device using FOS and App Enabler.



Other ECM Systems Accomplishments

- Hands-on experience in Configuration, Installation and Administration
- Analyzing API Integration points
- Proficient in CADTechnologies from Autodesk
- Experience working with HTML, C# and .Net scripting

EXPERIENCE:

2015 – Present **REQUORDIT INC (Chicago, IL)**

Team Lead Professional Services

- Oversees a team of 4 professional services employees
- Communicate with the sales team, vertical managers, and professional services manager to develop the software solutions and implement those solutions
- Responsible for review and quality control of all development done by the team
- Responsible for designating and coordinating the training needs of individuals in the team

1997 - 2015

Hyland creator of OnBase, Cleveland, OH, a leading provider of Enterprise Content Management software. Solution Expert (2009 - current)

- Design, implement and test end-to-end software solutions, including prototypes and training material, for government agencies converting to OnBase. Ensure customer satisfaction through detailed follow up and cross-functional communication within Hyland.
- Manage the CAD Services product. Utilized customer's use cases to design, shape, test, implement and improve the product. Consulted and installed 60+ solutions in 7 different countries. Planned, created and delivered training materials to be consumed by sales and technical associates from multiple distribution channels.
- Manage relationships with 12 core third party vendors used within the OnBase product; Negotiating favorable contract terms, facilitating a successful partnership and securing savings of \$2M within a 4 year period.

Product Manager (2006 – 2009)

- Crafted and delivered knowledge assets including demos, labs and presentations for 30+ user and distributor conferences. Expert and representative at government and industry tradeshows and events.
- Promoted adoption of 40+ products through training, webinars and production of release notes.

Coordinator of Office of VP of Development (2001 – 2006)

- Served as a liaison between diverse technical and non-technical groups in all levels of the organization to ensure specific and assigned products and solutions are delivered within their projected timelines.

Quality Assurance Analyst (1997 – 2001)

- Constructed and completed quality assurance test plans for 20+ products. Issued different types of testing including functional and destructive.

Education

Cuyahoga Community College, Cleveland, OH
Associates Degree in the Arts, 2007

Appendix

6

Appendix 6— E-Signatures

CIC SignatureOne Integration

Benefits

- Extend secure signing to non-OnBase users by integrating with CIC's cloud solution
- Reduce cycle time by making documents available in the cloud for signing anytime, anywhere
- Manage the process within OnBase to keep all related content in one place before and after signing
- Control all aspects of the signing process by automating the tasks related to obtaining signatures
- Eliminate the cost associated with printing documents in order to have them signed manually

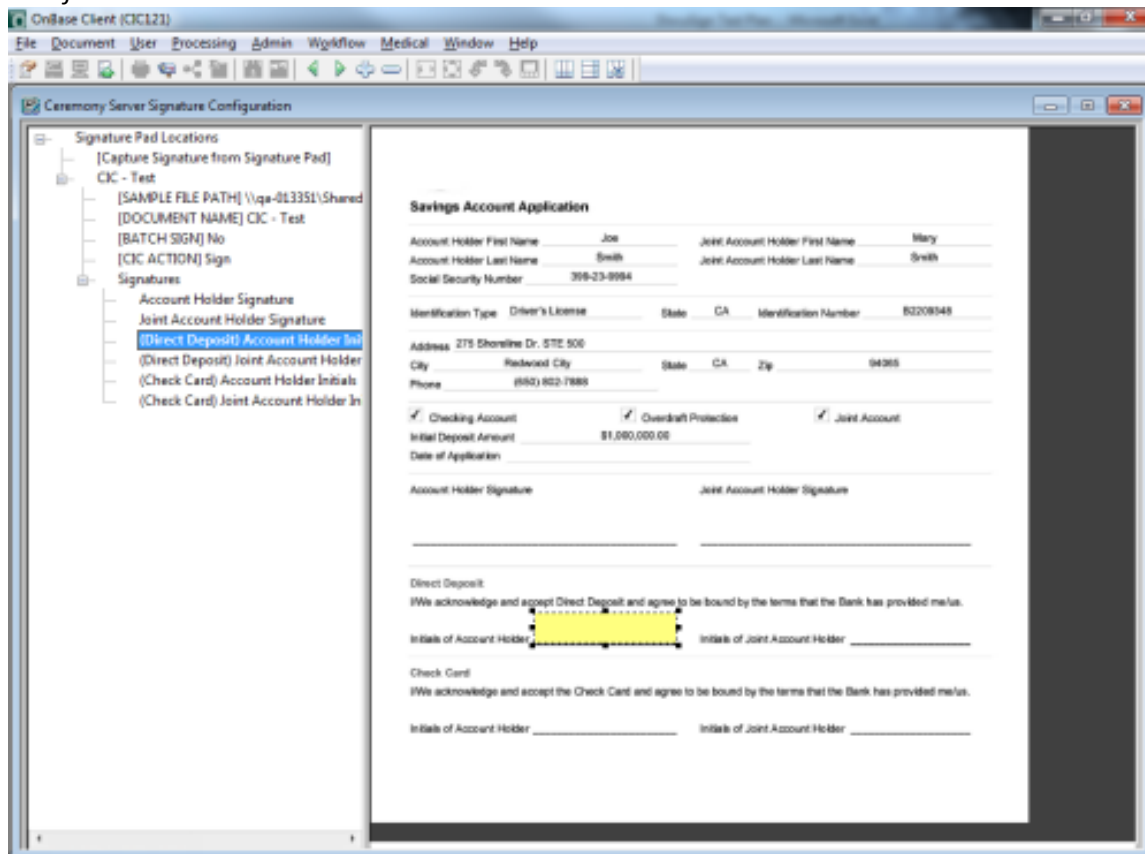
Design

The Integration for CIC SignatureOne Ceremony Server allows OnBase to manage tasks around the signature cycle, uploading the documents to CIC for users to sign in the cloud. After signing, the document is downloaded to OnBase where it can continue to be processed.

Key Features

- Configure signature types and locations from within the OnBase Client
- Upload documents to CIC with options to specify signer information manually or automatically with Workflow
- Check the status of a document to determine if signing has occurred in the CIC interface
- Provides an auditable history of the full journey of the document through pre-signing, upload and return to OnBase

Interface



Ceremony Server Signature Configuration

Signature Pad Locations

- [Capture Signature from Signature Pad]
- CIC - Test
 - [SAMPLE FILE PATH] \\qa-013351\Shared
 - [DOCUMENT NAME] CIC - Test
 - [BATCH SIGN] No
 - [CIC ACTION] Sign
- Signatures
 - Account Holder Signature
 - Joint Account Holder Signature
 - (Direct Deposit) Account Holder Init
 - (Direct Deposit) Joint Account Holder
 - (Check Card) Account Holder Initials
 - (Check Card) Joint Account Holder Initials

Savings Account Application

Account Holder First Name: Joe Joint Account Holder First Name: Mary
 Account Holder Last Name: Smith Joint Account Holder Last Name: Smith
 Social Security Number: 399-23-9994

Identification Type: Driver's License State: CA Identification Number: 82208348

Address: 275 Shoreline Dr. STE 500
 City: Redwood City State: CA Zip: 94065
 Phone: (650) 852-7888

☒ Checking Account ☒ Overdraft Protection ☒ Joint Account

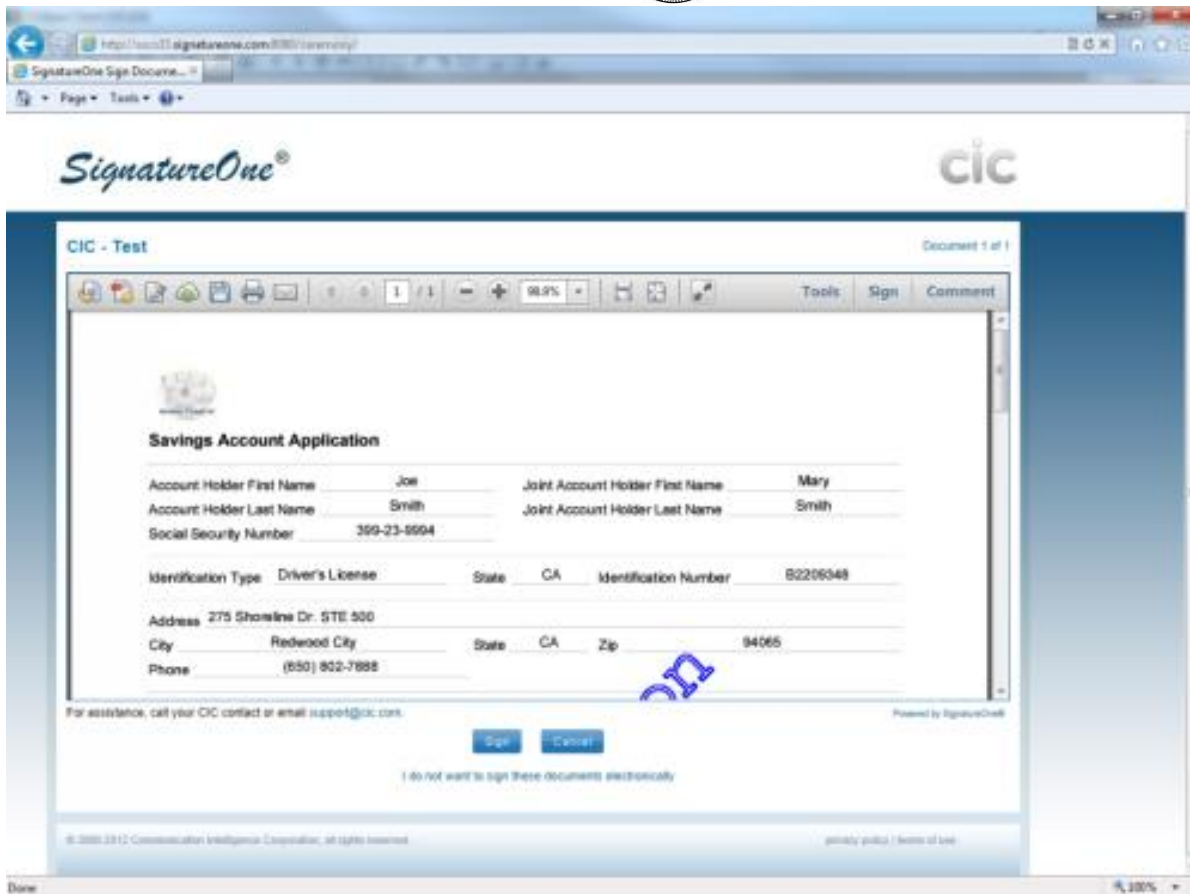
Initial Deposit Amount: \$1,080,000.00
 Date of Application: _____

Account Holder Signature: _____ Joint Account Holder Signature: _____

Direct Deposit:
 I/we acknowledge and accept Direct Deposit and agree to be bound by the terms that the Bank has provided me/us.
 Initials of Account Holder: _____ Initials of Joint Account Holder: _____

Check Card:
 I/we acknowledge and accept the Check Card and agree to be bound by the terms that the Bank has provided me/us.
 Initials of Account Holder: _____ Initials of Joint Account Holder: _____

Configuring Signatures in the OnBase Client



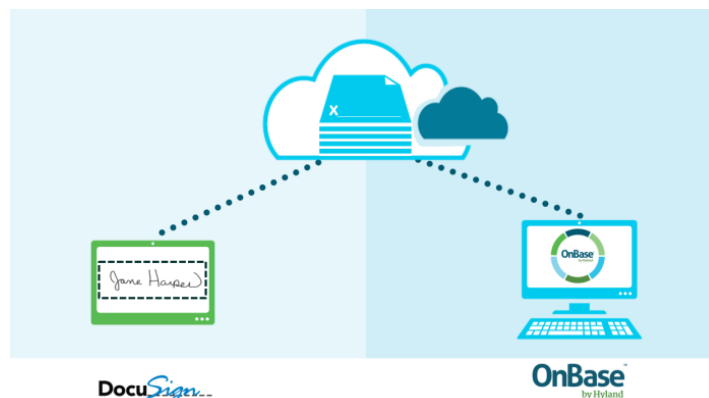
Signing a Document in the CIC Cloud Interface

DocuSign eSignature Integration

Benefits

- Extend secure signing to non-OnBase users by integrating with DocuSign's cloud solution
- Reduce cycle time by making documents available in the cloud for signing anytime, anywhere
- Manage the process within OnBase to keep all related content in one place before and after signing
- Control all aspects of the signing process by automating the tasks related to obtaining signatures
- Eliminate the cost associated with printing documents in order to have them signed manually

Design

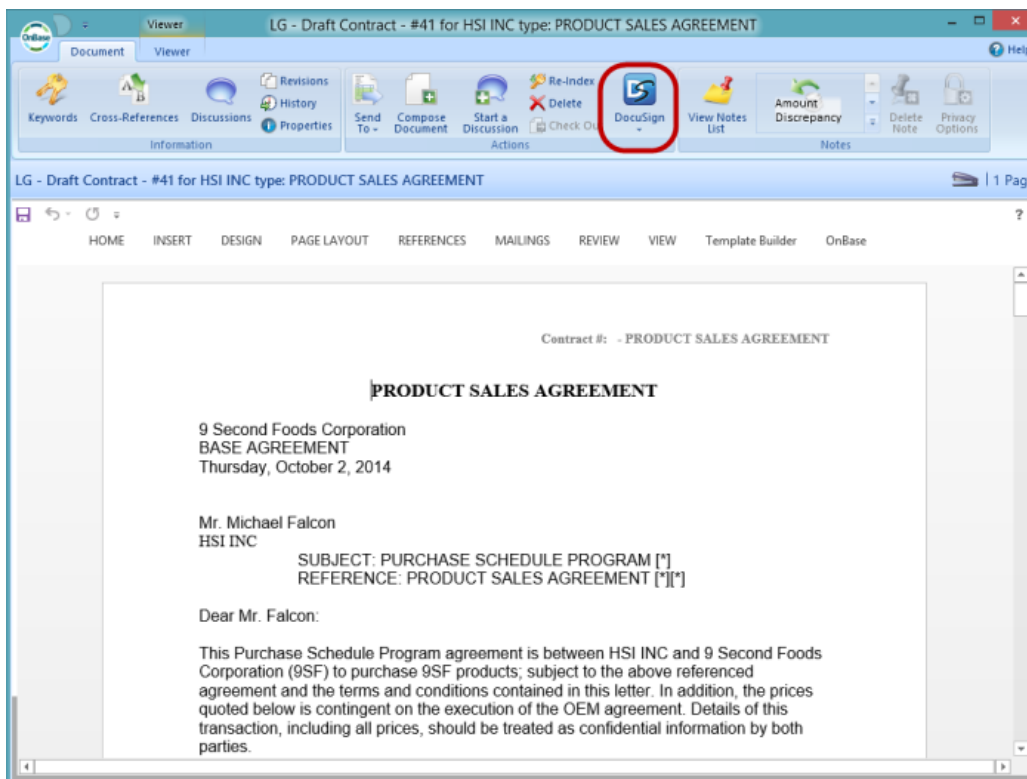


The Integration for DocuSign eSignature allows OnBase to manage tasks around the signature cycle, uploading the documents to DocuSign for users to sign in the cloud. After signing, the document is downloaded to OnBase where it can continue to be processed.

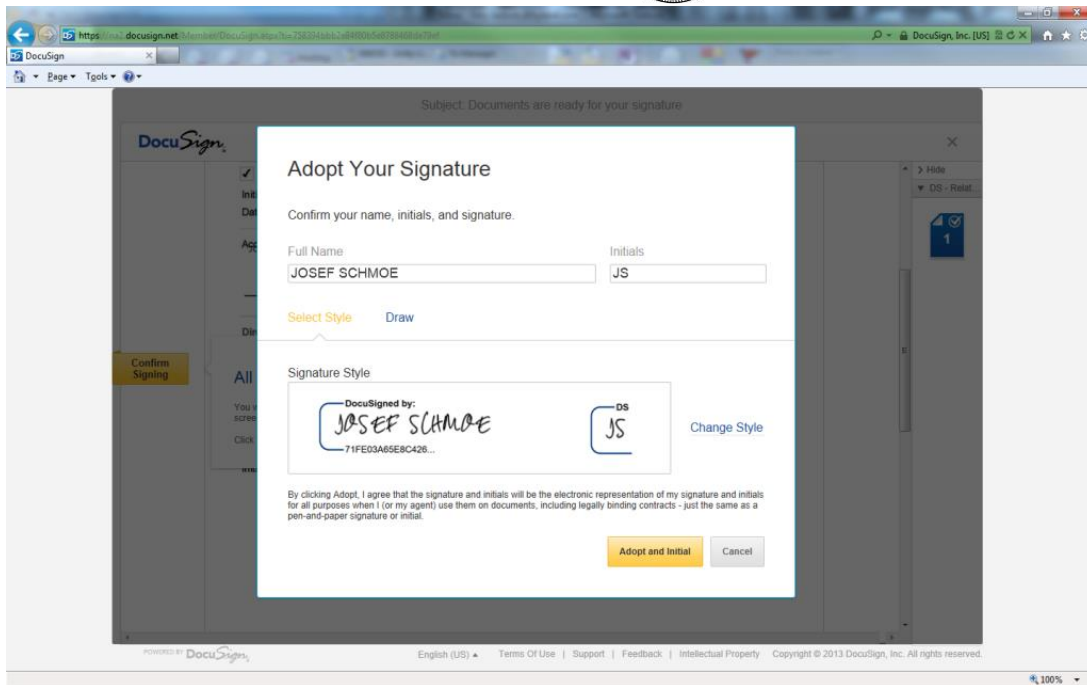
Key Features

- Configure signature types and locations from within the OnBase Client
- Gives flexibility to choose multiple signature types for completion during the signing process
- Upload documents to DocuSign with options to specify signer information manually or automatically with Workflow
- Check the status of a document to determine if signing has occurred in the DocuSign interface
- Provides an auditable history of the full journey of the document through pre-signing, upload and return to OnBase

Interface



The DocuSign button in the Unity Client allows users to upload documents on an ad hoc basis



Signing a document - the view from the DocuSign interface



Appendix

7

Appendix 7— Maintenance and Support Plan

Help Desk Plan

We strive to provide you with the best support services in the industry and understand that our partnership with your business depends on our ability to provide you with timely, outstanding service - this is our ongoing commitment.

Annual Maintenance

The annual maintenance plan entitles our clients to contact our Client Services professionals with questions regarding their solution at any time.

To ensure answers to your questions as efficiently as possible, we provide a response time of 60 minutes on any call or email logged through our Support Desk. Each incident will be responded to via phone, email or if necessary, via more 'hand's-on' methods of remote connection.

Each of our clients is entitled to free software upgrades within the yearly term of their Annual Maintenance Plan as detailed in your Maintenance and Technical Services agreement with Requordit Inc. To confirm the dates of your annual term, you may refer to your Annual Maintenance Plan invoice or contact your Sales Professional for further information. The software can be downloaded from the client portal after confirming the build and version you require with our support staff. Services for implementing upgrades are not included as part of your annual fee but can be purchased from your account manager. Premier Plan hours can be used for upgrades if your organization qualifies to receive the Premier Plan or has opted to purchase the Premier Plan with your maintenance renewal.

Premier Plan Eligibility / Purchase Option

You are Eligible for the Premier Plan when your organization pays \$50,000 or more in annual maintenance fees for software to Requordit. If you qualify, you will automatically be enrolled into the Premier Plan. Organizations that wish to purchase the Premier Plan can do so by ordering it during the renewal period. The cost for the Premier Plan is \$2,750 annually for those who do not qualify. Please let your account manager know if you are interested in enrolling in our Premier Plan.

Premier Plan Benefits

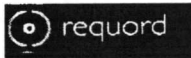
Our Premier Plan provides Premier Hours of services to assist in "Routine Support Service" that are normally billable through our professional services group. These services are to support the ongoing maintenance of the solution such as upgrade support, scripts that are used to update or clean up items in the database when maintaining or moving parts of the solution. They are not for deploying new solutions or writing of any custom code. The Premier Hours are calculated with the following criteria.

- | | |
|----------|--|
| Option A | If you purchase the Premier Plan you will receive 20 hours of Premier Plan Service hours with your purchase. |
| Option B | If you are eligible for the premier plan due to your organization paying a qualifying amount of maintenance fees as described above, we will calculate 5% of total maintenance paid and divide it by \$185 = Total Premier Hours. You will be awarded either 20 hours, or the result of the formula, whichever is greater. |

You will receive a notification each year upon receipt of your Premier Maintenance Plan renewal detailing your plan and the hours available to you for support services.

Solution Support Contact Information

Email or call REQUORDIT Solution Support 24 hours a day, 7 days a week. A REQUORDIT Solution Support Professional will respond to your issues during regular business hours within 60 minutes by phone or email. If after normal business hours the initial response will work to determine if the issue is critical. If the issue is deemed to be critical by the client, work will begin immediately to resolve the issue. Please note additional fees may apply and would be detailed in your maintenance and technical support agreement. Premier Hours can be used to support these after-hours functions. Non-critical issues will be responded to first thing the following day.



Support by Email: Support@REQUORDIT.com.

Support by Phone: (312)-332-9200 option (3)

Telephone support is available from REQUORDIT Monday through Friday during normal business hours 8:00 a.m. to 5:00 p.m., Central Standard Time.

Online Incident Tracking

REQUORDIT Support Incident tracking may be accessed via the REQUORDIT Client Site. <https://access.requordit.com/>. You can view status of your support incidents on a Support Incident screen (see below).

Client Portal

The REQUORDIT Client Portal is available to each of our clients, enabling them to view the status of pending requests in real time (as seen below). To ensure you are always getting the most out of your solution, the most up-to-date version of your software solution is always available through the REQUORDIT Client Portal for download.

Support Incident tracking may be accessed via <https://access.requordit.com/>

312-332-9200
www.requordit.com

Client Responsibilities

The client is responsible for the following:

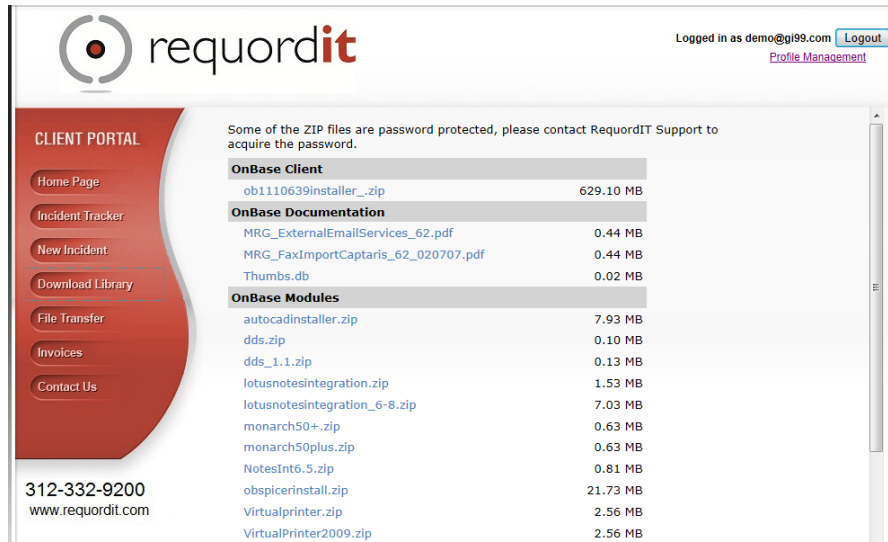
- Communications hardware and software as agreed upon by the client and REQUORDIT.
- Establishing an adequate and/or dedicated remote connection.
- Provide access to a machine with access to all solution components, directories and software.

When contacting REQUORDIT Support, please be sure to provide the following solution information:

- Company name
- Contact name
- Phone number and email address
- A brief but as detailed as possible description of the issue:
 - Describe the urgency of the issue
 - Does this affect more than one workstation?
 - Are the network and servers that are part of the REQUORDIT Solution functioning properly?
- Product(s)
- Product version
- Operating system
- Operating system build
- Operating system service pack
- Last configuration changes to the server(s) or workstation(s) involved

Online Services

Updates are available from the REQUORDIT Client Site or by the REQUORDIT File Transfer Protocol (FTP) site.



The screenshot shows the Requordit Client Portal interface. At the top, it says "Logged in as demo@gi99.com" with "Logout" and "Profile Management" links. The left sidebar contains a "CLIENT PORTAL" menu with links: Home Page, Incident Tracker, New Incident, Download Library, File Transfer, Invoices, and Contact Us. The main content area has a message: "Some of the ZIP files are password protected, please contact RequordIT Support to acquire the password." Below this are three sections: "OnBase Client" with a single file "ob1110639installer_.zip" (629.10 MB); "OnBase Documentation" with three PDF files: "MRG_ExternalEmailServices_62.pdf" (0.44 MB), "MRG_FaxImportCaptaris_62_020707.pdf" (0.44 MB), and "Thumbs.db" (0.02 MB); and "OnBase Modules" with ten ZIP files: "autocadinstaller.zip" (7.93 MB), "dds.zip" (0.10 MB), "dds_1.1.zip" (0.13 MB), "lotusnotesintegration.zip" (1.53 MB), "lotusnotesintegration_6-8.zip" (7.03 MB), "monarch50+.zip" (0.63 MB), "monarch50plus.zip" (0.63 MB), "NotesInt6.5.zip" (0.81 MB), "obspicerinstall.zip" (21.73 MB), "Virtualprinter.zip" (2.56 MB), and "VirtualPrinter2009.zip" (2.56 MB). At the bottom left, contact information is listed: "312-332-9200" and "www.requordit.com".

Please contact REQUORDIT Solution Support prior to downloading from this site. When contacting the REQUORDIT Solution Support Department, please provide your company name, product and version desired. A REQUORDIT Solution Support Professional will verify that you have an active Maintenance Plan and then provide via email the passwords for the download and extraction of the software update.

Remote Support

REQUORDIT suggests that every client configure remote connection software to facilitate remote support assistance. With a remote connection, our Solution Support Professionals will connect directly into the client's system to fix most problems with little or no user intervention/disruption. This is an extremely efficient way to help clients maintain their solution.

Remote connection support software REQUORDIT uses are:

- GOTO Meeting (REQUORDIT preferred method)
- Citrix
- Terminal Services
- Webex

System Maintenance

While REQUORDIT can assist you with any questions relating to our solution, proper system maintenance by the user will greatly improve overall system reliability and performance. General system maintenance and version updates of third party software are recommended and encouraged. If you are unsure of the suggested maintenance for your system, please contact your third-party provider.

Appendix

8

Appendix 8— Software License Agreement Sample

OnBase® End User License Agreement**IMPORTANT- READ CAREFULLY**

This OnBase® End User License Agreement ("EULA") is made between Hyland Software, Inc. ("Hyland"), 28500 Clemens Road, Westlake, Ohio 44145 USA, an Ohio corporation, and the person or entity ("User") that has submitted to Hyland or an applicable Hyland authorized solution provider written purchase orders that have been accepted by Hyland or such solution provider for OnBase® Information Management System software, including, in each case, third party software bundled by Hyland as part of a unified product ("Software"), that has paid the applicable Software license fees for such Software and that has agreed to the terms of this EULA by clicking the "I ACCEPT THE AGREEMENT" option that appears at the bottom of this screen. Unless Hyland and User have executed and delivered another OnBase® End User License Agreement or document of similar import with respect to the Software, BY CLICKING ON THE "I ACCEPT THE AGREEMENT" OPTION AT THE BOTTOM OF THIS SCREEN, USER AGREES TO BE BOUND BY THE TERMS OF THIS EULA. IF USER IS NOT WILLING TO BE BOUND BY THESE TERMS, USER SHOULD CLICK ON THE "I DECLINE THE AGREEMENT" OPTION AT THE BOTTOM OF THIS SCREEN. If Hyland and User have executed and delivered another OnBase® End User License Agreement or document of similar import with respect to the Software, this EULA shall have no force or effect and the terms and conditions of such other OnBase® End User License Agreement or document of similar import shall govern.

REPRESENTATION AND WARRANTY REGARDING AUTHORITY: BY CLICKING THE "I ACCEPT THE AGREEMENT" OPTION AT THE BOTTOM OF THIS SCREEN, USER REPRESENTS AND WARRANTS THAT THE PERSON THAT HAS CLICKED THE "I ACCEPT THE AGREEMENT" OPTION HAS ALL REQUISITE POWER AND AUTHORITY, FOR AND ON BEHALF OF USER, TO TAKE SUCH ACTION AND TO BIND USER TO SUCH ACCEPTANCE AND TO THE TERMS AND CONDITIONS OF THIS EULA.

1. LICENSE:

- (a) Subject to payment in full of the Software license fees, Hyland grants to User a perpetual (except as otherwise provided in this EULA), non-exclusive, non-assignable (except as otherwise provided in this EULA), limited license to the Software, in machine-readable object code form only, solely for use by: (i) User internally, and only for capturing, storing, processing and accessing User's own data; and (ii) subject to Section 1(f) below, by a third party contractor retained by User as a provider of services to User ("Contractor"), but only by the Contractor for capturing, storing, processing and accessing User's own data in fulfillment of the Contractor's contractual obligations as a service provider to User. The Software is licensed for use by a single organization and may not be used for the processing of third-party data as a service bureau, application service provider or otherwise. User shall not make any use of the Software in any manner not expressly permitted by this EULA. The Software includes all "Upgrades or Enhancements" to the Software that User properly obtains pursuant to the terms of a Software Maintenance Agreement between User and Hyland or Hyland's authorized solution provider.
- (b) User acknowledges that each module of the Software is licensed for a specific type of use, such as concurrently or on a specified workstation or by a specified individual and that the Software may control such use. Use of software or hardware that reduces the number of users directly accessing or utilizing the Software (sometimes called "multiplexing" or "pooling" software or hardware) does not reduce the number of Software licenses required. The required number of Software licenses would equal the number of distinct inputs to the multiplexing or pooling software or hardware. User is prohibited from using any software other than the Software Client modules or the Software API modules to access the Software or any data stored in the Software database for any purpose other than generating reports or statistics regarding system utilization, unless Hyland has given its prior written consent to User's use of such other software and User has paid to Hyland the Software license fees with respect to such access to the Software or data stored in the Software database in accordance with Hyland's licensing policies applicable to the Software modules that provide access to the Software application modules and data stored in the Software database.
- (c) User shall be entitled to use one (1) production copy of each Software module licensed. In addition, User shall be entitled to license: one (1) additional copy of the Software licensed in User's production system for customary remote disaster recovery purposes ("Disaster Recovery System"); and a reasonable number of copies of the Software licensed in User's



production system to be used exclusively in a non-production environment and solely for the purposes of experimenting and testing the Software, developing integrations between the Software and other applications that integrate to the Software solely using integration modules of the Software licensed by User under this Agreement, and training User's employees on the Software ("Test Systems"). Hyland reserves the right to further define the permitted use(s) and/or restrict the use(s) of the Test Systems. HYLAND MAKES NO WARRANTIES WITH RESPECT TO ANY SOFTWARE USED IN ANY NON-PRODUCTION SYSTEM AND HYLAND PROVIDES THAT SOFTWARE "AS IS." User's sole recourse in the event of any dissatisfaction with any Software in any non-production system is to stop using such Software and return it to Hyland. User shall not make additional copies of the Software not specifically authorized by this paragraph (c).

(d) User agrees: (1) not to remove any Hyland notices in the Software or Documentation (as defined in Section 4(b)); (2) not to sell, transfer, rent, lease or sub-license the Software or Documentation to any third party; (3) not to alter or modify the Software or Documentation; (4) not to reverse engineer, disassemble, decompile or attempt to derive source code from the Software; and (5) not to prepare derivative works from the Software or Documentation.

(e) User may not make any use of the Disaster Recovery System in a production environment concurrently with the operation of any other copy of the Software in a production environment.

(f) "Beta Software" means either: (1) a complete new version of the Software which is a pre-release version only, is still undergoing development and testing at Hyland and is not a Hyland commercially released product; or (2) a potential new Software module which is included in a commercially-released version of the Software, but which is not available for commercial licensing by User or Hyland's other customers generally and is still undergoing development and testing at Hyland. From time to time Hyland may make Beta Software available for User's use in the Test Systems; and User may elect to license and use the Beta Software in the Test Systems. Except for the provisions of Section 4(a), (b) and (c) and Section 6 of this EULA, which shall not apply with respect to any Beta Software, User acknowledges and agrees that all Beta Software delivered in accordance with this paragraph shall be considered to be "Software" for all purposes of this EULA. Notwithstanding anything to the contrary, as to any Beta Software, this EULA and the limited license granted hereby will terminate on the earliest of: (1) ten (10) days after the date of delivery by either party to the other party of written notice of termination of the beta testing period for such Beta Software; or (2) the date of Hyland's commercial release of the final version of such Beta Software for licensing to its end users generally. Upon expiration or other termination of such period, User immediately shall discontinue any and all of use of the Beta Software and related documentation and remove or permit Hyland to deactivate the Beta Software. The expiration or termination of this EULA as to any Beta Software shall not affect the continuation of this EULA as to any other Software that has been licensed and is in use by User in accordance with the terms of this EULA.

(g) From time to time User may elect to evaluate certain OnBase Information Management System software modules that it has not licensed and does not currently use in its production environment ("Evaluation Software"), for the purpose of determining whether or not to purchase a production license of such Evaluation Software. Evaluation Software is licensed for User's use in User's Test Systems. Except for the provisions of Section 4(a), (b) and (c) and Section 6 of this EULA, which shall not apply with respect to any Evaluation Software, User acknowledges and agrees that all Evaluation Software delivered in accordance with this paragraph shall be considered to be "Software" for all purposes of this EULA. Notwithstanding anything to the contrary, as to any Evaluation Software, this EULA and the limited license granted hereby will terminate on the earliest of: (1) thirty (30) days after the date such Software is activated for use in User's Test Systems; or (2) immediately upon the delivery of written notice to such effect by Hyland to User. Upon expiration or other termination of such period, User immediately shall either (A) discontinue any and all of use of the Evaluation Software and related documentation and remove or permit Hyland to deactivate the Evaluation Software; or (B) deliver payment in full of the Software license fees that have been agreed upon for such



Software to Hyland (if User purchases licenses for Software directly from Hyland) or to Hyland's authorized solution provider (if User purchases licenses for Software through such authorized solution provider), and confirm in writing to Hyland that such Evaluation Software is added as additional Software licensed for User's use in its production environment and (and other permitted environments) under this EULA. The termination of this EULA as to any Evaluation Software shall not affect the continuation of this EULA as to any other Software that has been licensed and is in use by User in accordance with the terms of this EULA.

(h) Upon expiration or other termination of any period of use of any Beta Software or of any Evaluation Software that User elects not to purchase a license to for use in User's production environment under this EULA, User agrees that it will provide to Hyland remote access to User's systems on which such Beta Software or such Evaluation Software is installed for the limited purpose of permitting Hyland to deactivate such Beta Software or such Evaluation Software.

(i) User may not assign, transfer or sublicense all or part of this EULA without the prior written consent of Hyland; provided that Hyland agrees that such consent shall not be unreasonably withheld in the case of any assignment by User of the EULA in its entirety to the surviving entity of any merger or consolidation or to any purchaser of substantially all of User's assets that assumes in writing all of User's obligations and duties under this EULA.

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User will bear the expense of making a warranty claim under this Section.

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Section

9

Appendix 9—Training

Both training methods, 'End-User Training Approach' and 'Train-the-Trainer Approach' encompass the same core instructions; we treat administrative training differently for the person or persons who will be charged with the responsibility of overall OnBase System management. The training for this position is specific and can be provided by Requordit onsite, or the person(s) selected by the County for this role can attend either physically in Cleveland, Ohio (5 day class) or remotely via online training sessions, the course for Sys Admin.

We are providing our standard Training Plan here, followed by a description of the Hyland Software offering of the Sys Admin course.

The purpose of training in the project preparation phase is to ensure that the identified Project Team at your location has the skills and knowledge required to actively participate in the ECM implementation from start to finish. Training also involves preparing the day-to-day users (or end users) in their new roles brought about by the OnBase implementation. The Integration Manager and Project Lead will ensure that all logistics and strategies to prepare the end users for the new system are aligned.

End User Training

A key activity for the successful readiness of the Department project involves identifying and delivering training to the right people at the right time. Training is the foundation for organizational acceptance, as it provides end-users with the skills and knowledge necessary for operating the new system. The anticipated approach includes:

Objectives

The primary goal of the training plan is to support County employees in performing their jobs effectively in the new functional environment using the OnBase functionality. This document will serve as a guide that enables consistency while recognizing the aforementioned need.

The specific objectives of the End User Training Plan are to:

- Provide end users with an overview of the various functions within a business process.
- Train end users how to execute new and/or revised business processes and the appropriate
 - performance support tools (Training Level 2 – Product Literacy).
- Combine business process training with OnBase system training so that end users understand how their specific tasks fit in with the overall business event.
- Educate and train end users with the knowledge and skills they will need to proficiently perform in the new environment by matching the required learning to each system role.
- Provide a base plan and guidance to the training team to determine the most effective way to deliver the training.
- Ensure that employees display competency in their areas of responsibility by executing 'Day in the Life' exercises (Training Level 3 - Job Competency).
- Deliver Just-in Time training. This training should occur as close to each rollout Go-Live as possible to prevent skills degradation in employees due to inactivity.
- Establish a foundation for continuous skills development and improvement.
- Determine the most effective way to deliver training.
- Train the right person at the right time with the right material to ensure self-sufficient users.

Approach

The ReQuordit training approach takes into account best practices and lessons learned. To that end:

- (a) **Training will be role-based** – Role-based training refers to training that maps the end users to the training courses in their role. The courses are grouped around a specific business process.
- (b) **Training will be "Just in Time"** - Every effort will be made to provide training as close to "Go Live", as is possible and practical.

There will be three levels of training - Most resistance to change can be traced to fear. "Will I have the skills and knowledge



to be able to perform my job in the new environment?" To minimize this fear, a key component of our approach is to provide three levels of training.

Level 1 - Conceptual Education: To insure that users understand the totality of the business process and where they fit in, they will be exposed to the following overviews:

- (a) OnBase with SunGard Overview.
- (b) Major Process Overview of the processes their role fits into.
- (c) Process Overview that identifies the steps and transactions in their role, including interactions with other roles.

Conceptual Education answers the following questions:

- (i) Where do I fit into the process?
- (ii) Who will I interface with?
- (iii) When do I do something and why?

Conceptual education can be completed on-line.

Level 2 – Product Literacy: Literacy is the ability to understand the individual transactions in a role. In the classroom, instructors will be taught to use a "Tell – Show – Do" approach to facilitate literacy. System navigation would be part of Level 2. Level 2 is intended to show users "How" to perform an individual transaction.

Level 3 – Job Competency: While conceptual knowledge and product literacy is important, putting it altogether on the job is a different story. Therefore, "Day in the Life" exercises, that simulate the users' job responsibilities, will be provided. In the classroom, instructors will conduct these exercises before class is adjourned.

To meet these best practices the Training approach has eight (8) components

Training Needs Analysis

The Needs Analysis is a spreadsheet that will provide demographic employee data. This information will assist the Core Training Team in verifying how many trainers and classrooms are needed, as well as 'where' and 'when' the need will exist.

Role Mapping

A key part of planning for end user training is Role Mapping. This process ensures that each employee is trained in the Role(s) they need to do their job.

Training Material

Training material could include: Course outlines, Instructor Guides, User Guides, Quick reference guides, Day in the life exercises and data sheets. It is recommended that the County purchase Hyland Training to assist in material development.

Curriculum

The curriculum is the list of courses identified for the project.

Super User and Trainer Network

Super Users will be identified to prepare for and support training and provide post go live support. The training team will recruit a team of Super Users who will become an integral part of the Implementation team. The number of Super Users required will be determined by the information collected in the Role Mapping exercise. A sub set of Super Users will be selected as Trainers. Other super users may assist instructors to support the Instructor led training classes. Trainers will participate in ReQuord's **Train the Trainer** program.

Training Logistics

Training Logistics activities includes the following:

- Assessing the suitability of each training facility.

- Scheduling when and where each training session will be held.
- Preparing each training facility subsequent to selection.
- Ensuring all necessary documentation has been appropriately disseminated prior to commencement of each training event.

Roll Out Plan

Organizing the roll out of training is where the rubber meets the road. Therefore a detailed rollout plan is necessary to insure all the activities can be communicated and the organization can prepare for the event.

Expected Outcomes:

- A needs analysis identifying all users by location and function.
- A course audience matrix that indicates who has been mapped to what role/course.
- A training client (environment) strategy and refresh plan.
- A detailed Curriculum.
- Course training materials.
- A roll out plan.
- A logistics plan.
- A cadre of trainers.

Hyland Software's Education Services Group is dedicated to developing and executing effective education strategies for customers using OnBase solutions provided by expert solution providers such as Requordit, Inc.. Education Services hosts more than 1,500 students every year for classes offered at Hyland's corporate headquarters in Westlake, Ohio, and at partner and customer organizations throughout the world. With over a dozen role-specific weeklong courses and many more single and half-day conference sessions, OnBase professionals are provided with knowledge that directly maps to the functions they will be responsible for surrounding OnBase solutions.



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Schedule your on-site, regional international and online courses.

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Training without traveling.

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API Training
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Infiniworx Core
Introduction to Workflow
OCR for AnyDoc System Admin
OnBase Forms
Supporting OnBase
System Administration
System Administration- Healthcare
Upgrading System Administration
Upgrading Workflow Administration
Web Server
Workflow Administration
Workflow Design
WorkView Implementation

Section

10

Appendix 10—Lawson Integration

The Phoenix Team has one of the most successful implementations of Lawson and OnBase with the City of Boise. In the case of Boise, we worked with Ciber for Lawson Support to leverage the City's investment in Lawson at the enterprise level. OnBase manages documents in support of Lawson transactions, and synchronize of data between OnBase and Lawson.

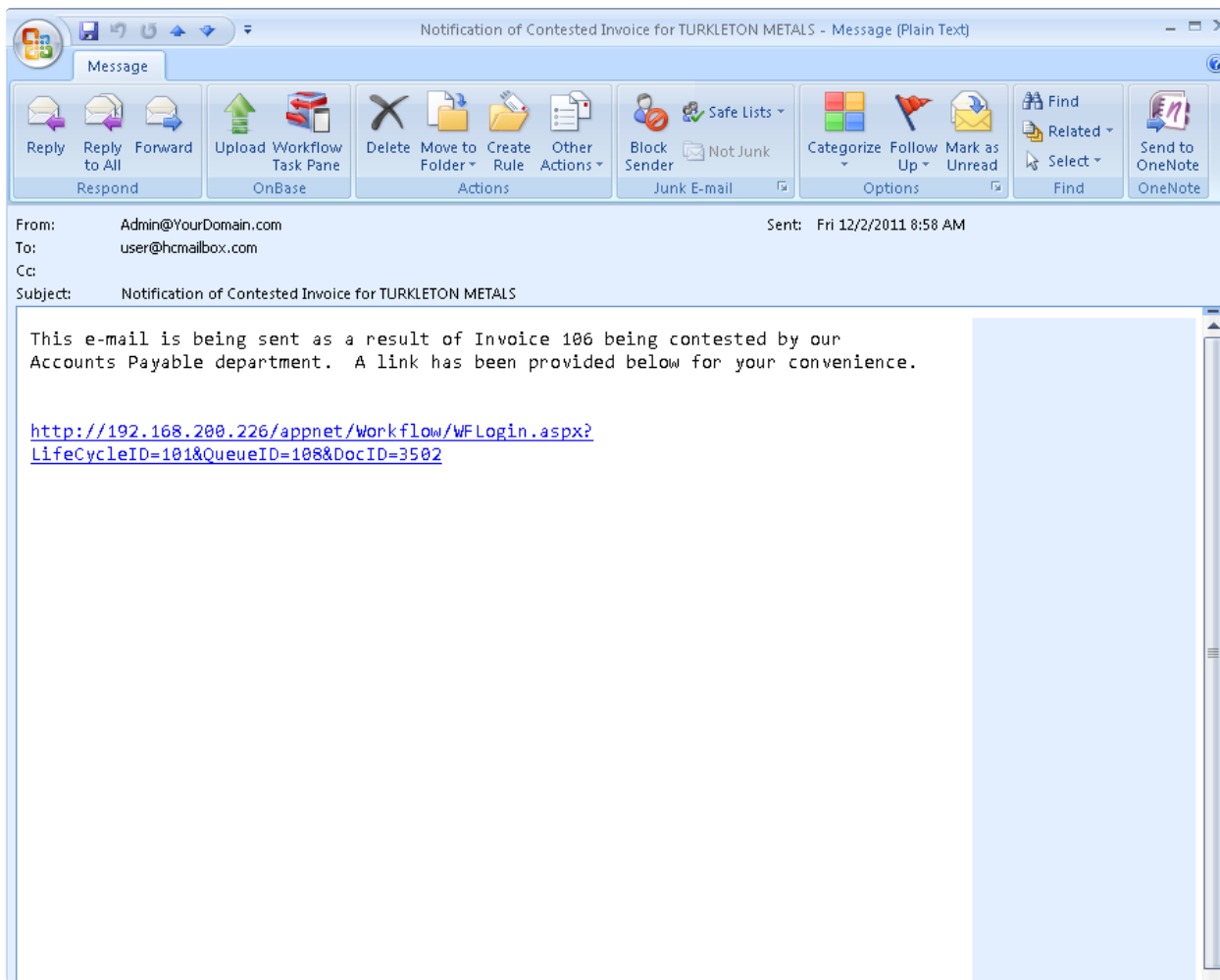
OnBase has the ability to exchange data in near real time behind the scenes to automate processes and keep critical line of business applications in sync. Actions such as posting to Lawson's AP520 (non PO based) and MA540 (PO based) invoice staging tables, or updating content that resides in OnBase upon a change to an invoice in Lawson are now seamlessly taken care of with little to no user interaction. This increases both speed and accuracy as well as frees up users to focus on more valuable tasks.

The screenshot displays the OnBase (onbasesql) application interface. The top navigation bar includes tabs for Home, Workflow, Briefcase, Document, Signatures, Queue Tools, and Viewer. Below this is a secondary navigation bar with icons for various actions like Refresh, Apply Filter, Auto Work, Override Auto-feed, Route Item, Execute Script Task, Update Check Run, Deny Payment of Invoice, Partial Payment of Invoice, and Reprocess Invoice.

The main window is divided into several panes. On the left is a 'Life Cycles' pane showing a tree view of document types and their associated workflows. The central 'Primary Viewer' pane displays a document titled '*PO Invoice for HELLO DIRECT - Invoice#: 1259966 Status: WAIT... | 1 Page'. It includes a 'Missing Receiving Document' alert and a detailed invoice form with fields for Vendor, Invoice Number, Amount, and Date. A 'RECEIVED BY' stamp is visible on the invoice. The right pane shows a 'Document Type' dropdown set to 'AP - PO Invoices (OIS)' and a 'Keywords' section with fields for PO Number, Vendor Number, Vendor Name, Invoice Number, Invoice Amount, Invoice Date, Tax Amount, and LI Entry.

At the bottom, there is a 'Waiting Check Run' section with a list of items and a 'User Interaction' section with a 'Process Flow' button. The taskbar at the very bottom shows the Start button and several open applications, including 'Lawson portal - Invoice...', 'OnBase Configuration (O...', and 'OnBase (onbasesql)'.

From OnBase, invoice data is captured > enabling automation of routing, matching, amount verification and more. Once the appropriate data is captured and verified, and > matching requirements met, the invoice can be forwarded for appropriate approvals if needed. If the business process requires the approvals to happen from within Lawson, with OnBase's flexible workflow configurations this is always an option.



You can also extend the decision making outside of Lawson using email and mobile integrations keeping users in their easy to access, familiar interfaces.

For example, once the amounts and other invoice information is captured and verified, OnBase can send a manager an email to approve the invoice. All from Outlook, the manager can import related documents, view the invoice and supporting content to help in the decision making, add comments, and approve the invoice.

After the invoice meets all approvals and other requirements, OnBase can automatically post the invoice into Lawson for MA540 or AP520 processing. Once Lawson receives the invoice data, scheduled jobs within Lawson automatically run to post the data and make the invoice accessible via the AP20 invoice retrieval screens.

Lawson portal - Invoice (MA54.1) - Windows Internet Explorer

http://lfsserver.corpnet.lawson.com/lawson/portal/

File Edit View Favorites Tools Help

Physical Therapy Examiners... Links Lawson Portal Lawson Studio EmployeeHome

Lawson portal - Invoice (MA54.1)

Welcome Lawson [logout]

Search...

Related Forms

LAWSON Invoice (MA54.1)

Home

My Shortcuts

- MA54.1 - With Custom Button
- MA540 - Schedule and Run
- AP20.1 - Invoice Retrieval
- AP 90.1 - Invoice Worklist
- HR11.1 - Employee Lookup
- AP10.1 - Vendor Lookup
- AP20.1 - Advocate
- PR12.1 - Direct Deposit
- PR13.1 - US Taxes
- CL90.1 - Test
- FB40.1 - Demo Form

Inbasket

Requisitions Self-Service

Purchasing

Accounts Payable

General Ledger

Project & Activity Mgmt

Asset Management

Lease Management

Procurement Punchout Admin

Expense Admin

Employee Self-Service

Manager Self-Service

Portal Administration

Payroll

EDI Administration

Company Process Level Post Date

Batch Voucher Authority Code

Vendor 173 Remit To Ship To

EDI Number Run Group

Invoice 1259966

Distribution Line Detail View Image

Main Options Codes Currency AOC User Flds Intrastat Rebate

Purchase Order 457

Invoice Date 08/30/2010

Due Date 08/30/2010

Invoice Type Invoice

Invoice Amount 600.33

Taxable

Tax Amount

Discount Amount

Allowable

Journal Book

Purchase From

Tax Code

Tax Adjustment

Discount Rate

Discount Date

Flexible Terms

INTEGRATED LAWSON BUTTON

HELLO Direct, Inc.

75 Northeast Blvd.

North, New Hampshire 03052

Phone: 603-208-4100 ext 400

Fax: 603-221-8881

E-mail: info@hellobut.com

Homepage: www.hellobut.com

Invoice No: 9 SECOND FOODS ACCOUNTS PAYABLE 20115 ASHBROOK PLACE SUITE 150 ASHBURN, VA 20147 UNITED STATES

Invoice To: 9 SECOND FOODS ACCOUNTS PAYABLE 20115 ASHBROOK PLACE SUITE 150 ASHBURN, VA 20147 UNITED STATES

One Sales Order No: JES00010046

Terms of Payment: 30 Days net

Due Date: September 30th, 2010

Invoice Date: August 30th, 2010

Customer No: 02030512

Shipping Agent: DHL/Reference

Item No. Description Quantity Unit Price Total Amount

28033	LA-170 BEHIND THE HEAD BARRIER	17	17.99	305.83
8962	L2 2 INCH BATTERIES	24	9.99	239.76
8964	L7 LA-168 10PK SANIT COVER	20	11.99	239.80
8507	10 REPLACEMENT COILS/COILS FOR LA-168/LA-170/185	10	6.99	69.90
Item Subtotal				600.33
Sales Tax Amount				0.00
Total USD Incl. Tax				600.33

RECEIVED BY

ACCOUNTS PAYABLE

Remittance Copy

Please Return Remittance Copy with Your Payment to ensure proper Credit to Your Account.

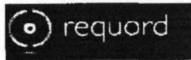
ACCOUNTS PAYABLE

PO BOX 168

COCKEYSVILLE, MD 21030

Page 1 of 1

(S) Name(s) (S) High(s) (S) Sign(s) (S) Thru(s)



As the invoice is retrieved, you will notice that the "View Image" button turns red. This indicates that there is an attached document for this invoice. When the button is selected, the related invoice that is stored in OnBase is displayed. Also, the status of the document is displayed as "Waiting Check Run." As the invoice gets processed in Lawson, or if items on the invoice in Lawson change, this status as well as other data elements can be updated in OnBase keeping the information in sync.

From the MA54.1 screen, selecting the "Line Items" button takes the user into the invoice line detail screen to reveal the line items passed over by OnBase.

Lawson portal - Invoice Line Detail (MA54.3) - Windows Internet Explorer

File Edit View Favorites Tools Help

Lawson portal - Invoice Line Detail (MA54.3)

MA54.3 - With Custom Button
 MA54.0 - Schedule and Run
 AP20.1 - Invoice Retrieval
 AP90.1 - Invoice Worksheet
 HR11.1 - Employee Lookup
 AP10.1 - Vendor Lookup
 AP20.1 - Advocate
 PR12.1 - Direct Deposit
 PR13.1 - US Taxes
 GL90.1 - Test
 FB40.1 - Demo Form

Invoice Line Detail (MA54.3)

Company: [173] PO: 457
 Vendor: [173] EDI Number:
 Invoice: [125966]
 Invoice Amount: 600.33 Position To:

Item	Quantity	Unit Price	Amount	Tax	Net Amount	ADIC
1	21099	17.0000	358.683		358.683	ADIC
2	8962	24.0000	215.168		215.168	ADIC
3	8966	20.0000	179.360		179.360	ADIC
4	8967	10.0000	89.670		89.670	ADIC
						ADIC
						ADIC

Item Detail More Tax User Analysis IntraStat Retention

1 2 3 4 5
 6 7 8 9 10

Commodity Code

Start | Lawson portal - Invo... | PO Invoice for HELLO D... | OnBase Configuration (O... | 3:10 PM

From this point, jobs can be scheduled within Lawson to automatically post the data from the staging tables into Lawson; enabling the content to be accessible via the AP20 invoice retrieval screens.



Section

11**Appendix 12 — E-plan Review**

OnBase Electronic Plan Review will offer the County a fully automated plan submission, review and approval process developed in part by Requordit's own Al Kundrik. Via a user-friendly website, submitters import plans and supporting documents directly into OnBase, where they are automatically organized and routed to the appropriate reviewers. Staff simultaneously review plan submissions, accelerating community development and infrastructure initiatives. Plan sets are tracked electronically throughout the review and revision process. After review, users approve plans by applying a digital stamp, seal and signature. The OnBase Electronic Plan Review solution transforms the plan review process, supporting efficient collaboration and improving transparency to the public. Our solution also features the ability to integration with great licensing solitons like Infor's product line and payment solutions like the one owned by the County.

- **Plan Submittal Website**
 - Self-register an account
 - Create plan review projects
 - Upload plan sheets
 - Download review comments, marked plans, approved plans
- **Plan Reviewing, Viewing, Printing**
 - Specialized viewer for working with architectural/engineering drawings
 - Features: Measurements/Calibration, Markups, Comparison, Print-to-Scale
- **Plan Comments / Markups**
 - Groups markups by user, ability to create and view sheet markups simultaneously
 - Create and track review comments by Project, Sheet, Department and User
 - Standard comment list
- **Plan Revision Comparison**
 - Comparison between drawings so that reviewers can clearly see all changes
- **Comment Tracking and Review Response**
 - Provide organized list of comments to the submitter and include marked up drawing and comment letter
 - Updated plan sheets are automatically added as revisions
- **Plan Certification**
 - Apply stamp/seal & signature to pages for final approved plan sets

Please see example screen shots below.



My Projects - Windows Internet Explorer
http://localhost/PlanReview/Plan/Index

Hyland Government Online

Plan Review [Sign Out](#)

[Projects](#) [Contacts](#) [Profile](#)

View

Identifier	Name	Create Date	Open
SPR1003	Anderson Addition 405 Bates	4/26/2012	
SPR1002	Hyland Expansion Building 1	4/17/2012	
SPR1001	Hyland Expansion Building 3	4/17/2012	
PRJ-106	Pizza Oven Patio Expansion	4/11/2012	
SPR-0005-0005	New Church	3/13/2012	

1 2 >

[Add Project](#)

PROJECTS RELATED TO THE EXTERNAL SUBMITTER'S LOGIN

Done Trusted sites | Protected Mode: Off 100%

Project Information - Windows Internet Explorer
http://localhost/PlanReview/Plan/ProjectInformation

Hyland Government Online

Plan Review [Sign Out](#)

[Projects](#) [Contacts](#) [Profile](#)

Project SPR1006 Name Trinity Lutheran Church Status Plan Submission in Progress

[Project Information](#) [Plan Documents](#) [Review Documents](#) [Approved Documents](#)

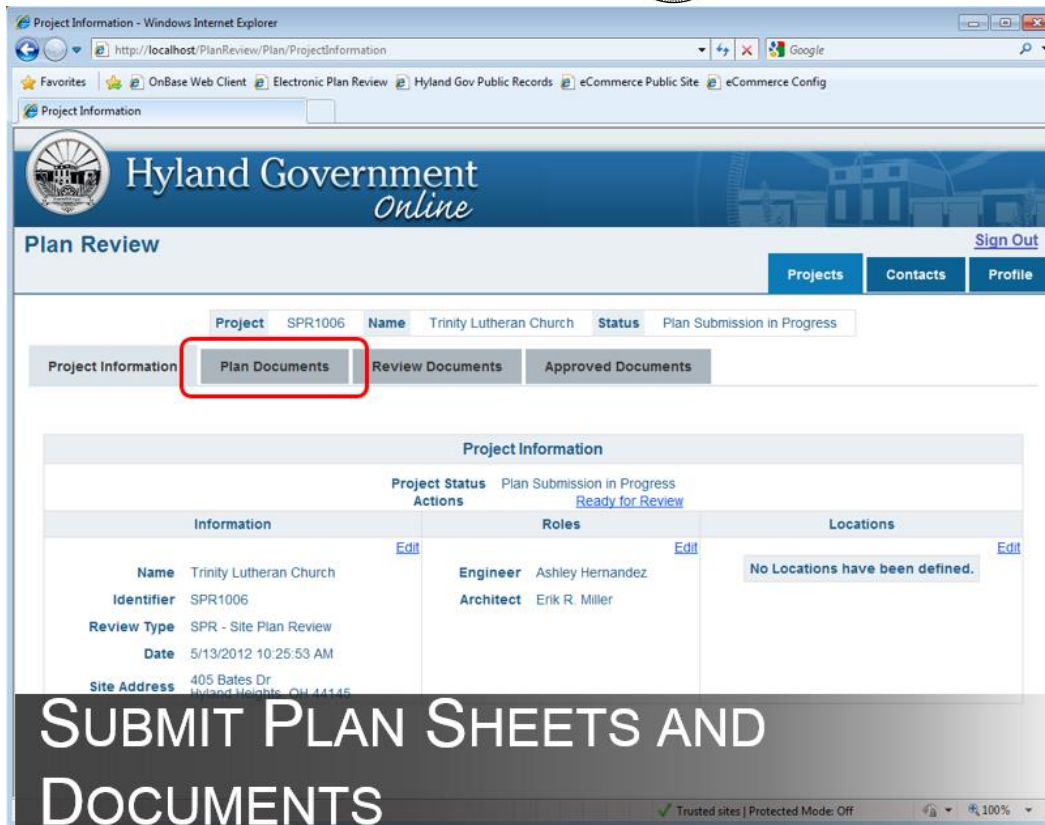
Edit Roles

Contacts	Roles	Assigned Roles
Enik R. Miller	Owner	Enik R. Miller <=> Architect
Scott Anderson	Engineer	Ashley Hernandez <=> Engineer
Ashley Hernandez	Architect	

[Assign](#) [Remove](#)

ASSOCIATE CONTACTS TO A ROLE ON A SPECIFIC PROJECT

Close Trusted sites | Protected Mode: Off 100%



Hyland Government Online

Plan Review

Project: SPR1006 Name: Trinity Lutheran Church Status: Plan Submission in Progress

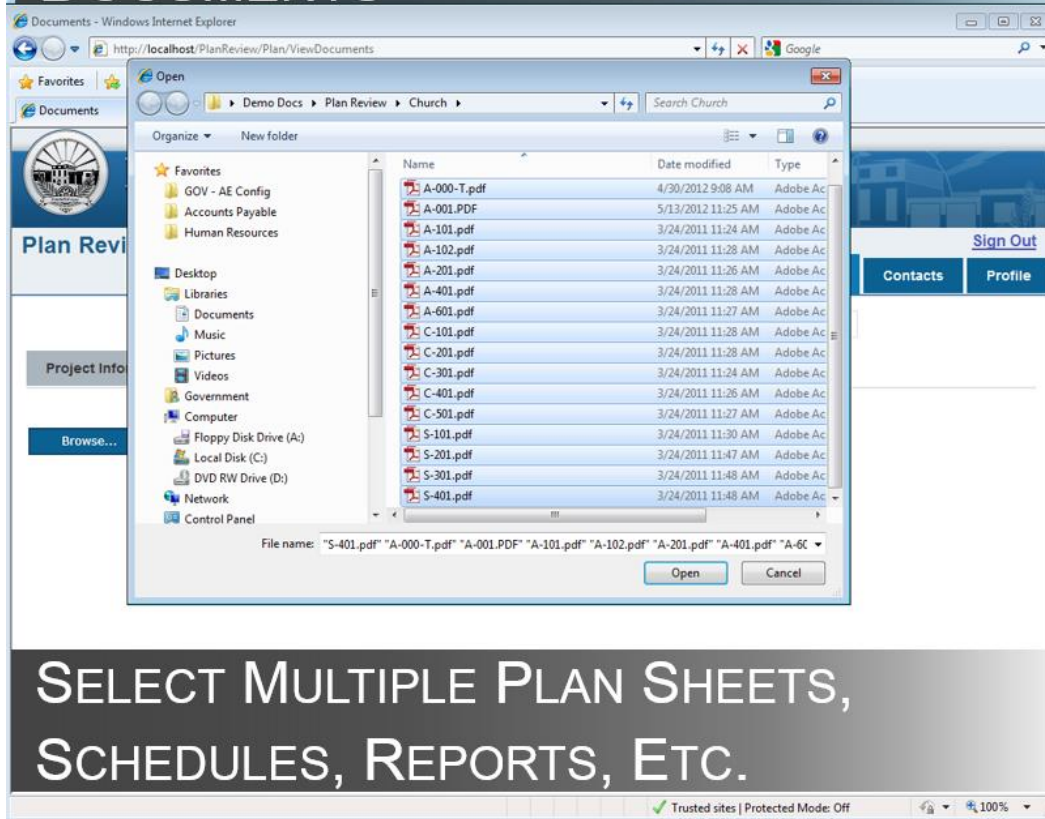
Project Information | **Plan Documents** | Review Documents | Approved Documents

Project Information

Project Status: Plan Submission in Progress
Actions: [Ready for Review](#)

Information	Roles	Locations
Name Trinity Lutheran Church Identifier SPR1006 Review Type SPR - Site Plan Review Date 5/13/2012 10:25:53 AM Site Address 405 Bates Dr Hyland Heights, OH 44115	Engineer Ashley Hernandez Architect Erik R. Miller	No Locations have been defined.

SUBMIT PLAN SHEETS AND DOCUMENTS



Documents - Windows Internet Explorer

http://localhost/PlanReview/Plan/ViewDocuments

Open

Organize New folder

Search Church

Name	Date modified	Type
A-000-T.pdf	4/30/2012 9:08 AM	Adobe Ac
A-001.PDF	5/13/2012 11:25 AM	Adobe Ac
A-101.pdf	3/24/2011 11:24 AM	Adobe Ac
A-102.pdf	3/24/2011 11:28 AM	Adobe Ac
A-201.pdf	3/24/2011 11:26 AM	Adobe Ac
A-401.pdf	3/24/2011 11:28 AM	Adobe Ac
A-601.pdf	3/24/2011 11:27 AM	Adobe Ac
C-101.pdf	3/24/2011 11:28 AM	Adobe Ac
C-201.pdf	3/24/2011 11:28 AM	Adobe Ac
C-301.pdf	3/24/2011 11:24 AM	Adobe Ac
C-401.pdf	3/24/2011 11:26 AM	Adobe Ac
C-501.pdf	3/24/2011 11:27 AM	Adobe Ac
S-101.pdf	3/24/2011 11:30 AM	Adobe Ac
S-201.pdf	3/24/2011 11:47 AM	Adobe Ac
S-301.pdf	3/24/2011 11:48 AM	Adobe Ac
S-401.pdf	3/24/2011 11:48 AM	Adobe Ac

File name: "S-401.pdf" "A-000-T.pdf" "A-001.PDF" "A-101.pdf" "A-102.pdf" "A-201.pdf" "A-401.pdf" "A-601.pdf" "C-101.pdf" "C-201.pdf" "C-301.pdf" "C-401.pdf" "C-501.pdf" "S-101.pdf" "S-201.pdf" "S-301.pdf" "S-401.pdf"

Open Cancel

SELECT MULTIPLE PLAN SHEETS, SCHEDULES, REPORTS, ETC.

Documents - Windows Internet Explorer

http://localhost/PlanReview/Plan/ViewDocuments

Hyland Government Online

Plan Review

Project: SPR1006 Name: Trinity Lutheran Church Status: Plan Submission in Progress

Project Information Plan Documents Review Documents Approved Documents

Browse... Clear Upload Cancel Status: Ready

Name	Discipline	Sheet Type	Revision	Upload Status	Actions
A-000-T	Architectural	Cover/Title	New	Pending Upload	
A-001	Architectural	Site Plan	New	Pending Upload	
A-101	Architectural	Plan	New	Pending Upload	
A-102	Architectural	Plan	New	Pending Upload	
A-201	Architectural	Select SheetType	New	Pending Upload	
A-401	Architectural	Select SheetType	New	Pending Upload	
A-601	Architectural	Schedule	New	Pending Upload	
C-201	Civil	Select SheetType	New	Pending Upload	
C-301	Civil	Select SheetType	New	Pending Upload	
C-401	Civil	Select SheetType	New	Pending Upload	

USE FILENAME PATTERN TO MATCH APPROPRIATE DISCIPLINE & SHEET TYPE

OnBase (GOVDEMO)

Home ePlan Review ePlan Review Tasks Briefcase

Review Comments Add Project to Workflow Complete Review Cycle Cancel Review Cycle Re-Assign Document Copy to Approval Apply Markups Stamp Publish Create Letter Create Plan Set Convert to PDF Save Project XML Standard Comments Configuration

Available Projects

My Projects Search Projects

Task Queues

Plan Review - Coordinator/Coordinator Review

Chipotle - New Westlake location 3 (SPR1000) 5/1

Trinity Lutheran Church (SPR1006) 5/1

Coordinator Review 2 Items

Project View

Trinity Lutheran Church - [SPR1006]

Project Information

Project Name: Trinity Lutheran Church

Start Date: 5/13/2012

Review Type: SPR - Site Plan Review

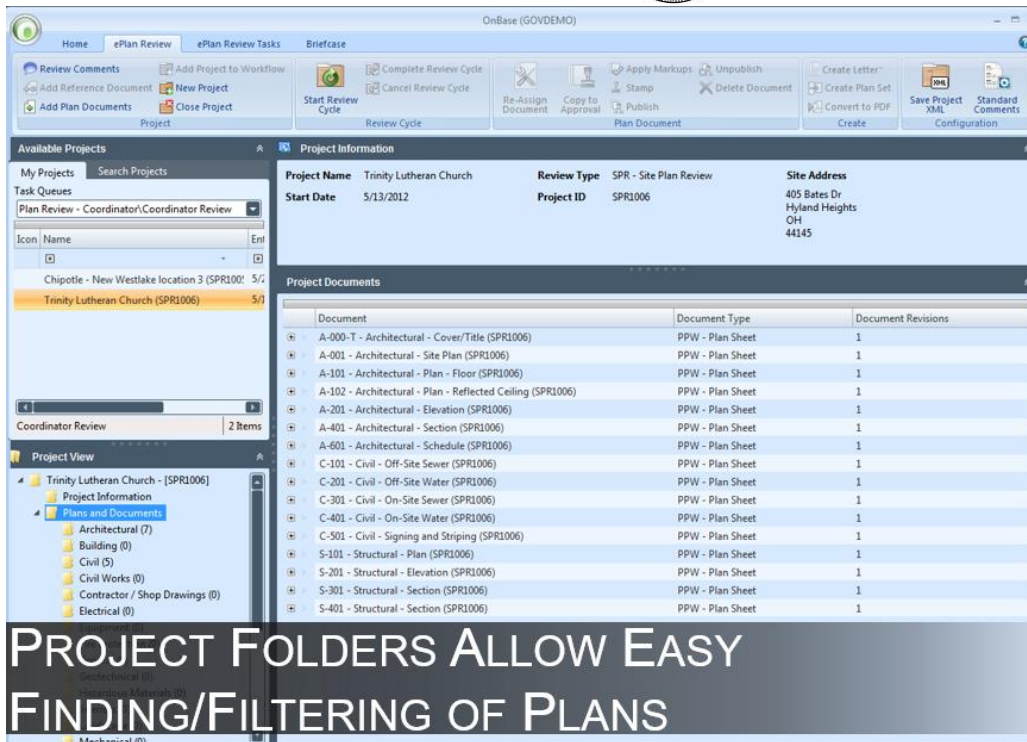
Project ID: SPR1006

Site Address: 405 Bates Dr Hyland Heights OH 44145

Project Documents

Document	Document Type	Document Revisions
A-000-T - Architectural - Cover/Title (SPR1006)	PPW - Plan Sheet	1
A-001 - Architectural - Site Plan (SPR1006)	PPW - Plan Sheet	1
A-101 - Architectural - Plan - Floor (SPR1006)	PPW - Plan Sheet	1
A-102 - Architectural - Plan - Reflected Ceiling (SPR1006)	PPW - Plan Sheet	1
A-201 - Architectural - Elevation (SPR1006)	PPW - Plan Sheet	1
A-401 - Architectural - Section (SPR1006)	PPW - Plan Sheet	1
A-601 - Architectural - Schedule (SPR1006)	PPW - Plan Sheet	1
C-101 - Civil - Off-Site Sewer (SPR1006)	PPW - Plan Sheet	1
C-201 - Civil - Off-Site Water (SPR1006)	PPW - Plan Sheet	1
C-301 - Civil - On-Site Sewer (SPR1006)	PPW - Plan Sheet	1
C-401 - Civil - On-Site Water (SPR1006)	PPW - Plan Sheet	1
C-501 - Civil - Signing and Striping (SPR1006)	PPW - Plan Sheet	1
S-101 - Structural - Plan (SPR1006)	PPW - Plan Sheet	1
S-201 - Structural - Elevation (SPR1006)	PPW - Plan Sheet	1
S-301 - Structural - Section (SPR1006)	PPW - Plan Sheet	1
S-401 - Structural - Section (SPR1006)	PPW - Plan Sheet	1

PROJECT INFORMATION AND COMPLETE PLAN SET



OnBase (GOVDEMO)

Home ePlan Review ePlan Review Tasks Briefcase

Review Comments Add Project to Workflow Complete Review Cycle Cancel Review Cycle Re-Assign Document Copy to Approval Apply Markups Stamp Publish Unpublish Create Letter Create Plan Set Convert to PDF Save Project XML Standard Comments

Available Projects

My Projects Search Projects

Task Queues

Plan Review - Coordinator/Coordinator Review

Icon Name Ent

Chipotle - New Westlake location 3 (SPR100) 5/13/2012

Trinity Lutheran Church (SPR1006) 5/13/2012

Coordinator Review 2 Items

Project View

Trinity Lutheran Church - [SPR1006]

Project Information

Plans and Documents

Architectural (7)

Building (0)

Civil (5)

Civil Works (0)

Contractor / Shop Drawings (0)

Electrical (0)

Project Information

Project Name Trinity Lutheran Church

Review Type SPR - Site Plan Review

Site Address 405 Bates Dr
Hyland Heights
OH
44145

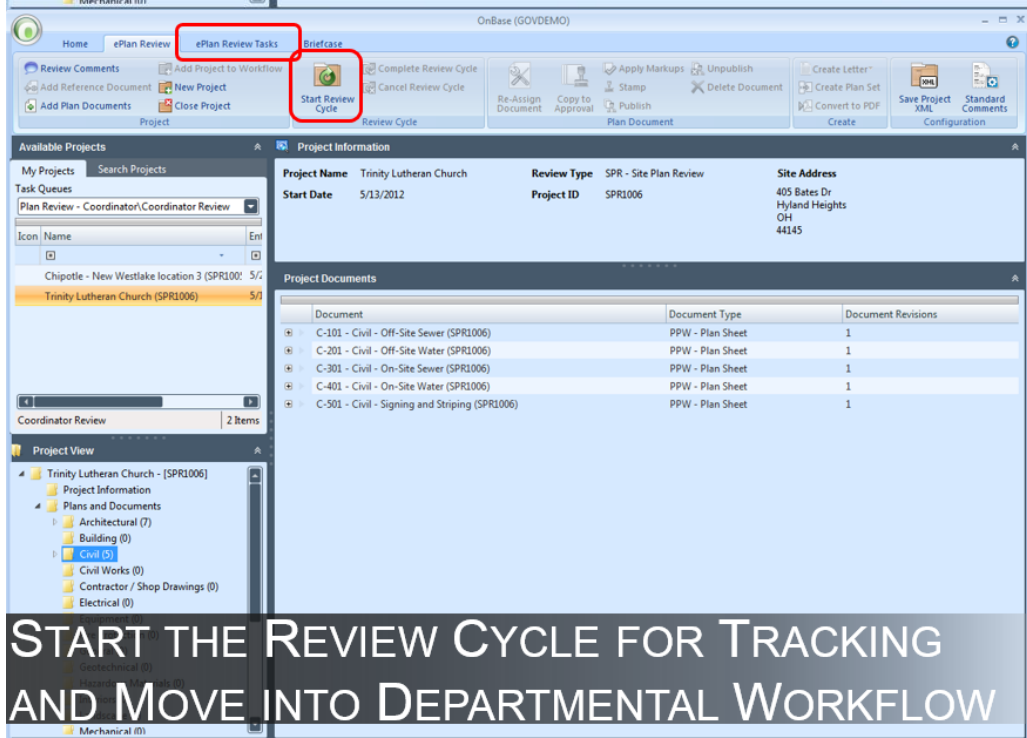
Start Date 5/13/2012

Project ID SPR1006

Project Documents

Document	Document Type	Document Revisions
A-000-T - Architectural - Cover/Title (SPR1006)	PPW - Plan Sheet	1
A-001 - Architectural - Site Plan (SPR1006)	PPW - Plan Sheet	1
A-101 - Architectural - Plan - Floor (SPR1006)	PPW - Plan Sheet	1
A-102 - Architectural - Plan - Reflected Ceiling (SPR1006)	PPW - Plan Sheet	1
A-201 - Architectural - Elevation (SPR1006)	PPW - Plan Sheet	1
A-401 - Architectural - Section (SPR1006)	PPW - Plan Sheet	1
A-601 - Architectural - Schedule (SPR1006)	PPW - Plan Sheet	1
C-101 - Civil - Off-Site Sewer (SPR1006)	PPW - Plan Sheet	1
C-201 - Civil - Off-Site Water (SPR1006)	PPW - Plan Sheet	1
C-301 - Civil - On-Site Sewer (SPR1006)	PPW - Plan Sheet	1
C-401 - Civil - On-Site Water (SPR1006)	PPW - Plan Sheet	1
C-501 - Civil - Signing and Striping (SPR1006)	PPW - Plan Sheet	1
S-101 - Structural - Plan (SPR1006)	PPW - Plan Sheet	1
S-201 - Structural - Elevation (SPR1006)	PPW - Plan Sheet	1
S-301 - Structural - Section (SPR1006)	PPW - Plan Sheet	1
S-401 - Structural - Section (SPR1006)	PPW - Plan Sheet	1

PROJECT FOLDERS ALLOW EASY FINDING/FILTERING OF PLANS



OnBase (GOVDEMO)

Home ePlan Review ePlan Review Tasks Briefcase

Review Comments Add Project to Workflow Complete Review Cycle Cancel Review Cycle Re-Assign Document Copy to Approval Apply Markups Stamp Publish Unpublish Create Letter Create Plan Set Convert to PDF Save Project XML Standard Comments

Available Projects

My Projects Search Projects

Task Queues

Plan Review - Coordinator/Coordinator Review

Icon Name Ent

Chipotle - New Westlake location 3 (SPR100) 5/13/2012

Trinity Lutheran Church (SPR1006) 5/13/2012

Coordinator Review 2 Items

Project View

Trinity Lutheran Church - [SPR1006]

Project Information

Plans and Documents

Architectural (7)

Building (0)

Civil (5)

Civil Works (0)

Contractor / Shop Drawings (0)

Electrical (0)

Project Information

Project Name Trinity Lutheran Church

Review Type SPR - Site Plan Review

Site Address 405 Bates Dr
Hyland Heights
OH
44145

Start Date 5/13/2012

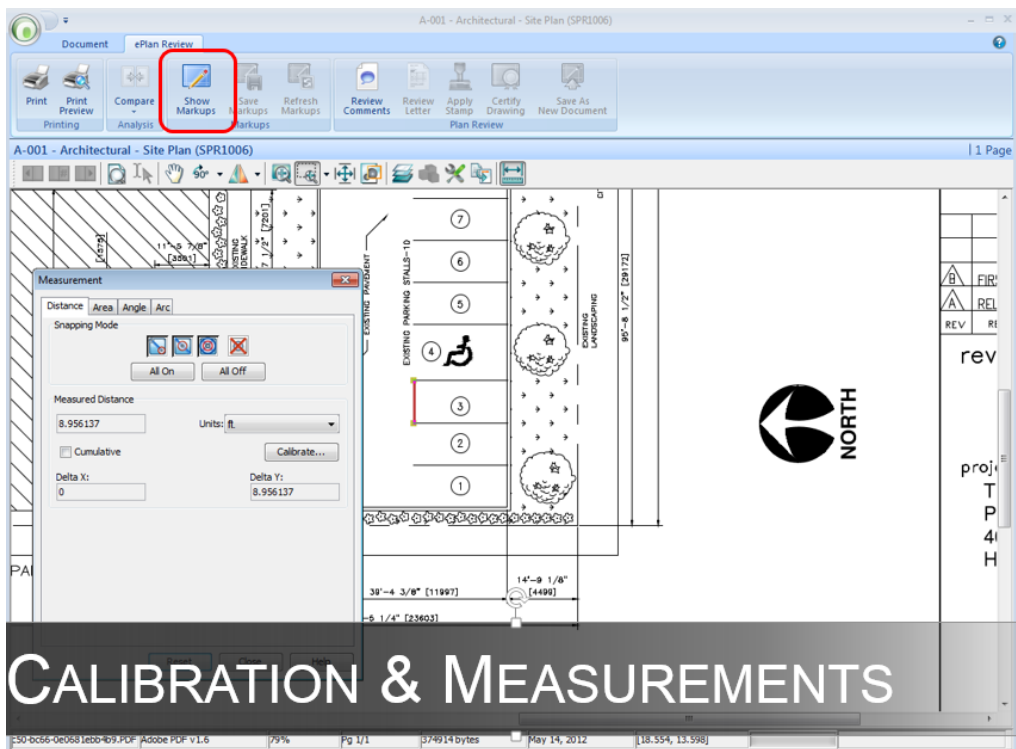
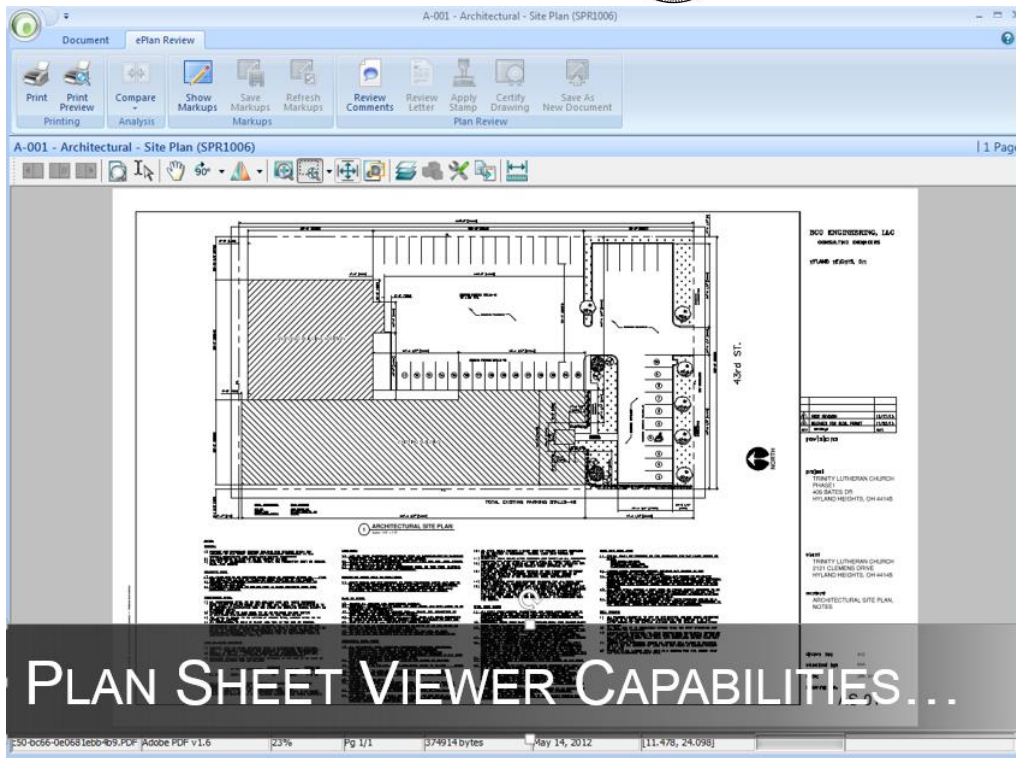
Project ID SPR1006

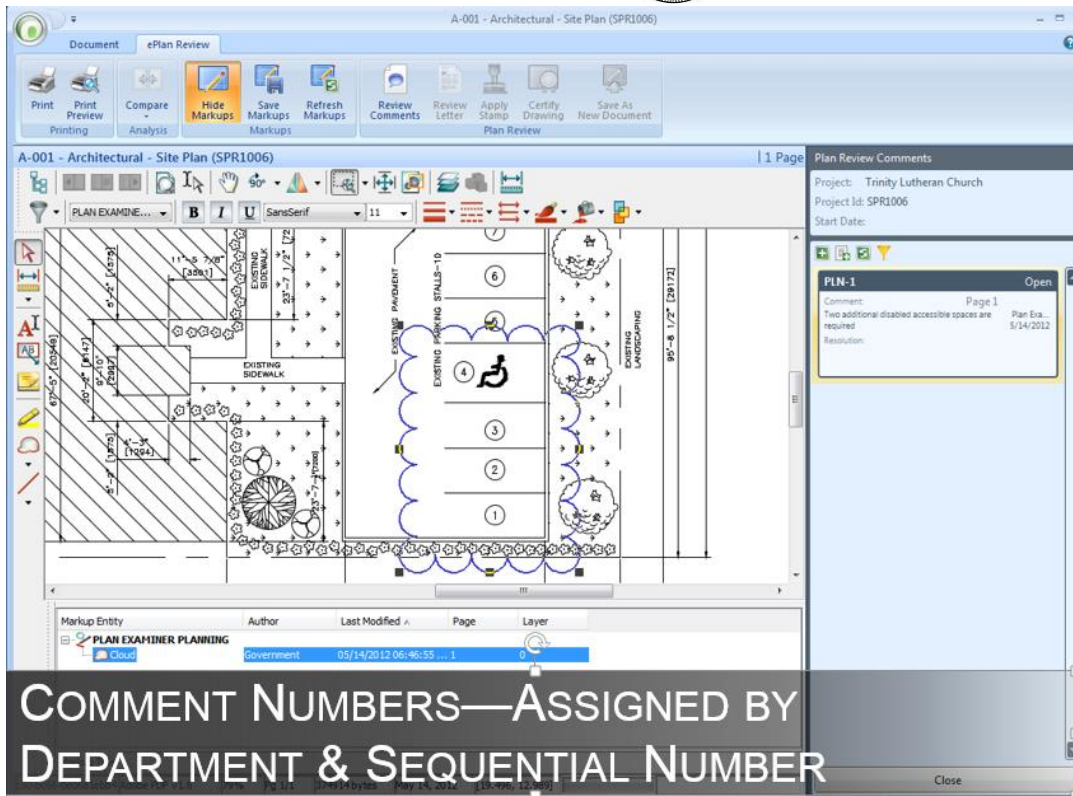
Project Documents

Document	Document Type	Document Revisions
C-101 - Civil - Off-Site Sewer (SPR1006)	PPW - Plan Sheet	1
C-201 - Civil - Off-Site Water (SPR1006)	PPW - Plan Sheet	1
C-301 - Civil - On-Site Sewer (SPR1006)	PPW - Plan Sheet	1
C-401 - Civil - On-Site Water (SPR1006)	PPW - Plan Sheet	1
C-501 - Civil - Signing and Striping (SPR1006)	PPW - Plan Sheet	1

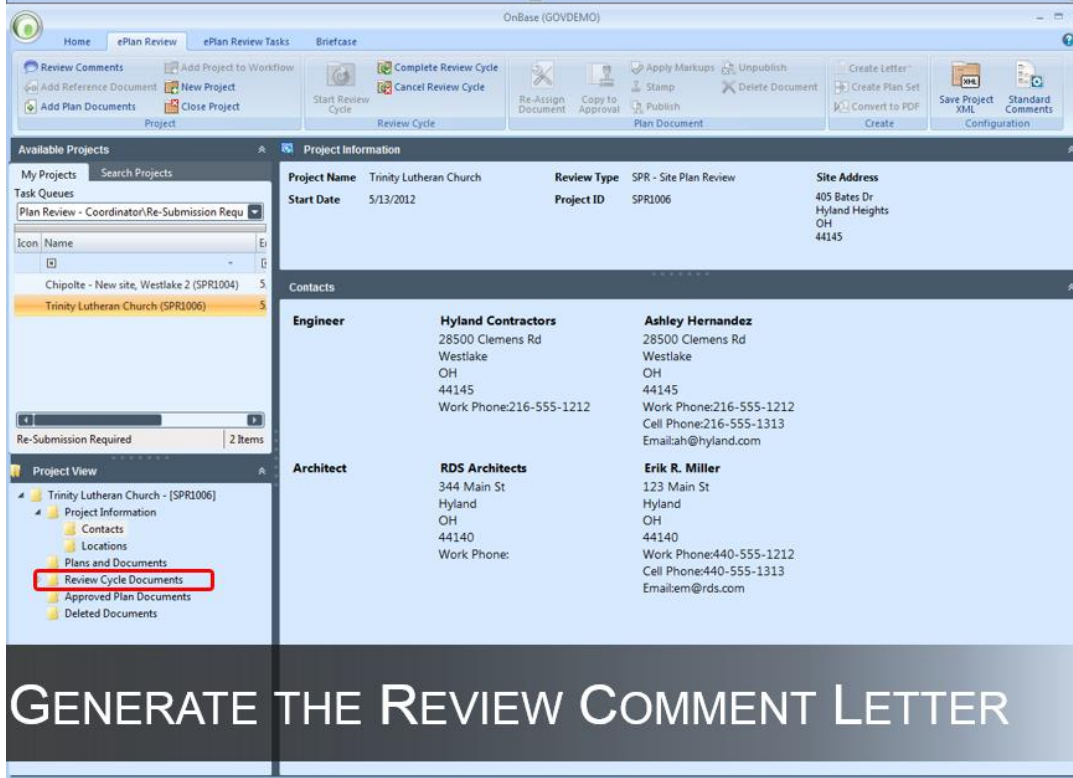
START THE REVIEW CYCLE FOR TRACKING AND MOVE INTO DEPARTMENTAL WORKFLOW

BEHIND THE SCENES—ENTITY WORKFLOW





COMMENT NUMBERS—ASSIGNED BY
DEPARTMENT & SEQUENTIAL NUMBER



GENERATE THE REVIEW COMMENT LETTER

EXHIBIT B



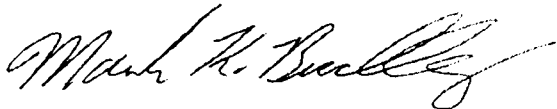
Wednesday, September 7, 2016

Dear Fort Bend County:

This letter serves as clarification about the relationship between Phoenix Business Consulting and Requordit, Inc. Requordit is both a reseller and a developer of Software solutions. The RFP16-026 was awarded to Phoenix based that contained the Requordit Enterprise Content Management Software. Phoenix is our sole partner for both the reselling of the Software and for Services related to the deployment of these solution. Requordit and Phoenix have an exclusive arrangement that contains trade secrets and software code that is provided only through this relationship.

Therefore, we are only able to provide the solution that was awarded through Phoenix who is providing Software solutions from Requordit in concert with their professional services team.

Best regards,



Mark Buckley

EXHIBIT C - REQUORDIT Inc. SOFTWARE MAINTENANCE AND SERVICES AGREEMENT

This Maintenance, Professional Services, and Technical Support Agreement (the "Maintenance Agreement") is made by and between **REQUORDIT Inc.** ("REQUORDIT") and **Fort Bend County, Texas** ("Client"). Pursuant to the terms and conditions of this Agreement, REQUORDIT is willing to provide maintenance and support services for the software purchased by Client as detailed in the ENTERPRISE CONTENT MANAGEMENT SOFTWARE LICENSE AND SERVICES AGREEMENT. REQUORDIT shall maintain the Licensed Software and provide certain maintenance, Professional Services and technical support services to Client, and Client wishes to obtain such maintenance, Professional Services and technical support services upon the terms and conditions set forth herein. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. RESELLER OF SOFTWARE LICENSES:

- a. REQUORDIT is an authorized reseller of the software license(s) detailed in the REQUORDIT End User License Agreement (EXHIBIT D to the ENTERPRISE CONTENT MANAGEMENT SOFTWARE LICENSE AND SERVICES AGREEMENT) attached hereto (the "Licensed Software").
- b. Client's use of the Licensed Software is subject to the terms and conditions of this Maintenance Agreement, including but not limited to the Terms and Conditions of Supplier License (EXHIBIT D to the ENTERPRISE CONTENT MANAGEMENT SOFTWARE LICENSE AND SERVICES AGREEMENT) of the Licensed Software, which Terms and Conditions of License shall constitute a part of this Agreement and are incorporated into this Maintenance Agreement in their entirety by this reference. All costs associated with this Maintenance Agreement are detailed on the Sales Quotation or Maintenance Invoice.

2. PROFESSIONAL SERVICES:

- a. REQUORDIT will provide professional services described as Consulting, Project Management, Implementation, Training, or Software Development services on the Sales Quotation to Client in order to implement REQUORDIT Solutions that are detailed in EXHIBIT E to the ENTERPRISE CONTENT MANAGEMENT SOFTWARE LICENSE AND SERVICES AGREEMENT. Professional services fees detailed on the Sales Quotation are estimates. Client also acknowledges that only at the completion of the project's Statement of Work can the estimate be confirmed or adjusted. REQUORDIT requires that an authorized Client representative approve the final REQUORDIT Solution Statement of Work provided by REQUORDIT in order to begin configuration of the Solution. If Client requests additional work or a variance from the original Statement of Work, a Work Order must be signed to document this request. Work orders will detail any charges or credits to a project. At the completion of the project, REQUORDIT will request a signature documenting the Client's acceptance of the solution and completion of the Statement of Work.
- b. REQUORDIT and Client further agree to abide by the ENTERPRISE CONTENT MANAGEMENT SOLUTION SOFTWARE LICENSE AND SERVICES AGREEMENT in reference to any and all services provided by REQUORDIT in support of meeting the obligations of this agreement.

3. MAINTENANCE:

- a. During the term of maintenance and technical support under Section 8 of this Maintenance Agreement, REQUORDIT shall provide Client with ongoing operational support, technical assistance in error correction, revisions and updates to the Licensed Software, user manuals when revisions and updates have been implemented to the Licensed Software in accordance with the support policies detailed in the REQUORDIT Imaging Help Desk Plan (EXHIBIT D to the ENTERPRISE CONTENT MANAGEMENT SOFTWARE LICENSE AND SERVICES AGREEMENT). Software error corrections, updates or revisions released to Client shall be considered part of the Licensed Software, and shall be governed by and used under the terms and conditions set forth in on the Terms and Conditions of the Supplier License (EXHIBIT D to the ENTERPRISE CONTENT MANAGEMENT SOFTWARE LICENSE AND SERVICES AGREEMENT).
- b. This Maintenance Agreement does not pertain to any hardware or third party software (other than the Licensed Software detailed on the Sales Quotation or Invoice) regardless of where or how said hardware or software was obtained.

4. **WARRANTIES:** Reference is made to the Limited Warranty contained in the Terms and Conditions of Supplier License. THE WARRANTIES CONTAINED HEREIN ARE IN LIEU OF ALL OTHER WARRANTIES INCLUDING ANY EXPRESSED OR IMPLIED. REQUORDIT DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE. IN NO EVENT WILL REQUORDIT OR ITS AFFILIATES BE LIABLE FOR ANY OTHER DAMAGES WHATSOEVER INCLUDING, BUT NOT LIMITED TO, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OR OTHER PECUNIARY LOSS ARISING OUT OF CLIENT'S USE OR INABILITY TO USE THE LICENSED SOFTWARE, EVEN IF REQUORDIT OR CLIENT HAS BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES. THIS PARAGRAPH SHALL NOT RELIEVE

EXHIBIT C

REQUORDIT FROM LIABILITY FOR DAMAGES THAT RESULT FROM ITS OWN NEGLIGENCE OR WILLFUL MISCONDUCT.

EXCEPT AS PROVIDED BELOW, REQUORDIT AND ITS AFFILIATES ARE NOT RESPONSIBLE FOR ANY COSTS INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, THE COST OF RECOVERING SUCH INFORMATION, THE COST OF SUBSTITUTE SOFTWARE, OR CLAIMS BY THIRD PARTIES. NO ORAL OR WRITTEN INFORMATION GIVEN BY REQUORDIT, ITS AGENTS, OR EMPLOYEES SHALL CREATE ANY WARRANTY. IN NO EVENT SHALL REQUORDIT'S LIABILITY EXCEED THE AMOUNT OF THE SOFTWARE FEES ACTUALLY PAID BY CLIENT TO REQUORDIT. NO MODIFICATION OR ADDITION TO THIS WARRANTY IS AUTHORIZED UNLESS IT IS SET FORTH IN WRITING, OF SUBSEQUENT DATE HERETO. REFERENCES THIS SOFTWARE MAINTENANCE AGREEMENT, AND IS SIGNED ON BEHALF OF REQUORDIT AND CLIENT BY AUTHORIZED OFFICIALS OF SAID PARTIES.

5. **INDEMNIFICATION:** REQUORDIT does hereby agree to defend, indemnify, and hold harmless the Client and the employees, officers and agents of the Client from any liabilities, damages, losses, claims, actions or proceedings, including, without limitation, reasonable attorneys' fees, that are caused by the negligence, recklessness or intentional misconduct of REQUORDIT or the employees or agents of REQUORDIT in the performance of this Maintenance Agreement.
6. **TERMINATION OF WARRANTIES:** The Warranties expressed herein shall immediately terminate if the Licensed Software is revised, changed, enhanced, modified, or maintained by anyone other than REQUORDIT without the prior specific written approval and direction of REQUORDIT.
7. **FEES, PAYMENTS, and CURRENCY:** In consideration of REQUORDIT's agreement to provide the software maintenance and services hereunder, Client agrees to pay REQUORDIT the Fees according to the terms set forth ENTERPRISE CONTENT MANAGEMENT SOFTWARE LICENSE AND SERVICES AGREEMENT. All professional services will be invoiced monthly. All payments and any other charges arising under this Maintenance Agreement shall be paid in U.S. Dollars. It is specifically understood and agreed that in the event no funds or insufficient funds are appropriated by Client under this Maintenance Agreement, Client shall notify all necessary parties that this Maintenance Agreement shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were made without penalty, liability or expense to Client. Client agrees to pay REQUORDIT the amount enumerated on the Sales Quotation and according to the terms listed on the Sales Quotation no later than thirty (30) days after the due date on the Invoice. Should payment not be received, support services from REQUORDIT and its suppliers will be terminated and will require reinstatement. Reinstatement will require a minimum of a 10% REQUORDIT reinstatement fee. Additionally, there may be Supplier enforced reinstatement fees detailed in the license agreement. Reinstatement will occur within 24 hours of receipt of payment.
8. **TERM AND RENEWAL OF MAINTENANCE AND TECHNICAL SUPPORT:** The initial period of software maintenance and technical support services provided by REQUORDIT to Client under this Maintenance Agreement commenced on the date the initial Licensed Software was activated on Client's systems and shall have a term of twelve (12) months with the option to renew. REQUORDIT shall, within forty-five (45) days prior to the expiration of the initial period or of any renewal period maintained under this sentence, if it desires to renew its agreement for another twelve (12) months, invoice Client for its then current annual Maintenance Fees for the Licensed Software, and Client shall, if it desires such renewal indicate its acceptance through payment of the amount set forth on said Annual Renewal Invoice within thirty (30) days of Client's receipt of such invoice. Client may also elect to renew maintenance for some, but not all, of the Licensed Software by paying the appropriate pro-rata portions of the Maintenance Fees; provided that Client shall be required to deactivate and cease any use of any modules of the Licensed Software that Client elects not to retain under maintenance and technical support. Except as provided in the preceding sentence, termination of maintenance and technical support under this Maintenance Agreement shall not act to terminate any license between Client and REQUORDIT. Client may terminate maintenance and support as to all of the Licensed Software under this Maintenance Agreement upon thirty (30) days prior written notice to REQUORDIT. Upon termination of maintenance and support as to all of the Licensed Software under this Maintenance Agreement, Client shall pay REQUORDIT for all accrued and unpaid Software Fees, Maintenance Fees, and Hardware Fees. Such fees shall be due and payable within thirty (30) days.
9. **ERROR CORRECTION, ENHANCEMENTS, & OPERATION:** In order to maintain the integrity and proper operation of the Licensed Software, Client agrees to implement, in the manner instructed by REQUORDIT, all error corrections, enhancements, or improvements provided to Client by REQUORDIT for

EXHIBIT C

any hardware or software provided within this agreement. Client's failure to do so shall relieve REQUORDIT of any responsibility or liability whatsoever for any failure or malfunction of the system as modified by a subsequent correction or improvement, but in no such event shall Client be relieved of the responsibility for the payment of any fees and charges hereunder otherwise properly invoiced during the term hereof.

10. **OPERATION:** Client acknowledges and agrees that, unless otherwise agreed by the parties in a writing signed by each, Client is solely responsible for the operation, supervision management, and control of the Licensed Software including, but not limited to, providing training for its personnel, instituting appropriate security procedures, and implementing reasonable procedures to examine and verify all output before use. FURTHERMORE, CLIENT IS SOLELY RESPONSIBLE FOR THE DATA AND THE DATABASE AND IS RESPONSIBLE FOR MAINTAINING SUITABLE BACKUPS OF THE DATABASE TO PREVENT DATA LOSS IN THE EVENT OF ANY HARDWARE OR SOFTWARE MALFUNCTION. REQUORDIT SHALL HAVE NO RESPONSIBILITY OR LIABILITY FOR DATA LOSS REGARDLESS OF THE REASONS FOR SAID LOSS. REQUORDIT SHALL HAVE NO RESPONSIBILITY OR LIABILITY FOR CLIENT'S SELECTION OR USE OF THE LICENSED SOFTWARE OR ANY ASSOCIATED EQUIPMENT.
11. **SUPPORT:** REQUORDIT shall provide telephone or on-line support to Client. Client acknowledges that if it requests on-line support, then Client shall be required to install or allow a suitable connection method such as Citrix, Terminal Services, or other remote connectivity software as specified by REQUORDIT and is responsible for establishing an adequate or dedicated connection with REQUORDIT. Email support can be requested via: support@REQUORDIT.com. Telephone support, 312-332-9200 x3 will be available from REQUORDIT to Client. All support policies and procedures are detailed in the REQUORDIT Help Desk Plan located in Exhibit I.
12. **FORCE MAJEURE:** REQUORDIT shall not be liable for any delay in performance herein due to causes beyond its reasonable control including, but not limited to, acts of God, fires, strikes, delinquencies of suppliers, acts of war, terrorism, or intervention by any governmental authority.
13. **WAIVER:** No waiver of any breach of any provision of this Maintenance Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or of any other provisions hereof and no waiver shall be effective unless made in writing and signed by an authorized representative of the party to be charged herewith. In the event that any action or proceeding is brought in connection with this Maintenance Agreement, the prevailing party therein shall be entitled to recover its costs and reasonable attorney's fees.
14. **EFFECTIVE DATE:** This Maintenance Agreement shall become effective upon execution of the ENTERPRISE CONTENT MANAGEMENT SOLUTION SOFTWARE LICENSE AND SERVICES AGREEMENT.
15. **SEVERABILITY:** All terms and conditions contained in this Maintenance Agreement are severable, and if any of the terms or conditions of this Maintenance Agreement or the application thereof to any person or circumstances shall, to any extent, be adjudicated invalid or unenforceable by a court of competent jurisdiction and venue, then the remainder of this Maintenance Agreement, or the application of such term or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term or condition of this Maintenance Agreement shall be valid and be enforced to the fullest extent permitted by law and this Maintenance Agreement shall be interpreted as if the application of such invalid or unenforceable term or condition were not contained herein. Upon such determination that any term or condition is invalid or unenforceable, the parties hereto shall negotiate in good faith to modify this Maintenance Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner in order that terms of this Maintenance Agreement are implemented as originally contemplated to the greatest extent possible.
16. **CONFIDENTIAL INFORMATION:** Each party acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Maintenance Agreement, be exposed to or acquire information that is confidential to the other party. Any and all information of any form obtained by a party ("Receiving Party") or its employees or agents from the other party ("Disclosing Party") in the performance of this Maintenance Agreement shall be deemed to be confidential information ("Confidential Information"). Both parties agree to hold Confidential Information in strict confidence, using at least the same degree of care the other party 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 as provided by this Maintenance Agreement, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Confidential Information shall not include information that: (i) was in the public domain when disclosed; (ii) entered the public domain subsequent to disclosure, through no fault of the receiving party; (iii) was in the Receiving Party's possession free of any obligation of confidence prior to disclosure; (iv) was

EXHIBIT C

developed by the Receiving Party's employees or agents independently of any Confidential Information of the Disclosing Party; or (v) was communicated by the Disclosing Party to an unaffiliated third party free of any obligation of confidence.

Each party shall use its best efforts to assist the other party in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, each party shall advise the other party immediately in the event a party 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 Maintenance Agreement. The parties agree to cooperate with each other in seeking injunctive or other equitable relief in the name of Client or REQUORDIT against any such person. Upon termination of this Maintenance Agreement or at the other party's request, the Receiving Party will promptly turn over to the Disclosing Party all documents, papers, and other matter in Disclosing Party's possession which embody Confidential Information.

REQUORDIT expressly acknowledges that Client is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 et seq., as amended, and notwithstanding any provision in this Maintenance Agreement to the contrary, Client will make any information related to this Maintenance 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 Client by REQUORDIT shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed. The terms and conditions of this Maintenance Agreement are not proprietary or confidential information.

17. **NOTICE:** All notices, request, demands or other communications required to be given pursuant to this Maintenance Agreement shall be in writing and shall be deemed to have been given on the date of the email with a confirmed delivery receipt or the date of deposit in the mail, if sent by U.S. mail, registered or certified mail, return receipt requested, postage prepaid, or otherwise upon receipt by the addressee, in any case addressed to the parties at their places of business or to such other addresses as the parties direct in writing. 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	With a copy to: Fort Bend County
Attn: Ray Webb	Attn: County Judge
301 Jackson Street.	401 Jackson Street
Richmond, TX 7746	Richmond, Texas 77469
REQUORDIT: Requordit, Inc.	
ATTN:	
750 North Clark St., 2 nd Floor	
Chicago, IL 60654	

18. **GOVERNING LAW AND CHOICE OF FORUM:** The laws of the State of Texas govern all disputes arising out of or relating to this Maintenance 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 Maintenance Agreement and waive the right to sue or be sued elsewhere. Nothing in this Maintenance Agreement shall be construed to waive the County's sovereign immunity. Both parties submit to venue and jurisdiction in these courts. In the event that an action or claim based on this Agreement arises outside of the exclusive jurisdiction specified herein which names REQUORDIT as a party, Client agrees to cooperate with any and all efforts to remove the matter to the exclusive jurisdiction named herein, or otherwise to take any and all reasonable actions to achieve the parties' objectives of this provision.
19. **ASSIGNMENT OF CONTRACTUAL RIGHTS:** Neither party shall assign, transfer, convey or otherwise dispose of the contract or its right, title, or interest in, or to the same, or any part thereof, without previous written consent of the other.
20. **ENTIRE AGREEMENT:** The parties hereto acknowledge that each has read this Maintenance Agreement, understands it, and agrees to be bound by its terms and agrees that it supersedes any previous maintenance agreement that may have existed between them or their predecessors. The parties further agree that this Maintenance Agreement constitutes the complete and exclusive written expression of the terms of the agreement between the parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous proposals, oral or written, understandings, representations, conditions, warranties, covenants, and all other communications between the parties relating to the subject matter hereof. The parties further agree that this Maintenance Agreement may not be explained or supplemented by a prior or existing course of dealings between the parties.

EXHIBIT C

This **MAINTENANCE AGREEMENT** and all its provisions are accepted by:

FORT BEND COUNTY

REQUORDIT INC.

Robert Hebert, County Judge

Mark Buckley, President

Date

Date

ATTEST:

Laura Richard, County Clerk

REVIEWED BY:

Ray Webb, Director of Information Technology

Roy Cordes, County Attorney

Exhibit 1
REQUORDIT – Help Desk Plan

**HELP DESK PLAN-PREMIER****Help Desk Plan**

We strive to provide you with the best support services in the industry and understand that our partnership with your business depends on our ability to provide you with timely, outstanding service - this is our ongoing commitment. We have achieved the highest level of recognition provided by our suppliers for our services and support of our solutions.

Annual Maintenance

The annual maintenance plan entitles our clients to contact our Client Services professionals with questions regarding their solution at any time.

To ensure your questions are answered as efficiently as possible, we provide a response time of 60 minutes on any call or email that is logged through our Support Desk. Each incident will be responded to via phone, email or if necessary, via more 'hand's-on' methods of remote connection.

Each of our clients is entitled to free software upgrades within the yearly term of their Annual Maintenance Plan as detailed in your Maintenance and Technical Services agreement with Requordit Inc. To confirm the dates of your annual term, you may refer to your Annual Maintenance Plan invoice or contact your Sales Professional for further information. The software can be downloaded from the client portal after confirming the build and version you require with our support staff. Services for implementing upgrades are not included as part of your annual fee but can be purchased from your account manager. Premier Plan hours can be used for upgrades if your organization qualifies to receive the Premier Plan or has opted to purchase the Premier Plan with your maintenance renewal.

Premier Plan Eligibility / Purchase Option

You are Eligible for the Premier Plan when your organization pays \$50,000 or more in annual maintenance fees for software to Requordit. If you qualify you will automatically be enrolled into the Premier Plan. Organizations that wish to purchase the Premier Plan can do so by ordering it during the renewal period. The cost for the Premier Plan is \$2,750 annually for those who do not qualify. Please let your account manager know if you are interested in enrolling in our Premier Plan.

Premier Plan Benefits

Our Premier Plan provides Premier hours of services to assist in "Routine Support Service" that are normally billable through our professional services group. These services are to support the ongoing maintenance of the solution such as upgrade support, scripts that are used to update or clean up items in the database when maintaining or moving parts of the solution. They are not for deploying new solutions or writing of any custom code. The Premier hours are calculated with the following criteria.

- | | |
|----------|---|
| Option A | If you purchase the Premier Plan you will receive 20 hours of Premier Plan Service hours with your purchase. |
| Option B | If you are eligible for the premier plan due to your organization paying a qualifying amount of maintenance fees as described |

**HELP DESK PLAN-PREMIER**

above, we will calculate 5% of total maintenance paid and divide it by \$185 = Total Premier Hours. You will be awarded either 20 hours, or the result of the formula, whichever is greater.

You will receive a notification each year upon receipt of your Premier Maintenance Plan renewal detailing your plan and the hours available to you for support services.

RQ-Desk

As an alternative to hiring and training new employees to support Requordit solutions, Requordit offers a plan that gives the organization a resource for 15 or 30 hours a week. This plan eliminates the costs associated to onboarding a new employee and education of your environment. Requordit accepts the responsibility of providing a knowledgeable resource(s). We will rotate several of our technical people through the RQ Desk so that we always have a team of people who knows your solution. This ensures that knowledge of your environment and its solutions stays with the organization and is not dependent on any one individual that may leave the organization. These services will not include .Net development. OnBase Admin assists in the general needs of the organization deploying solutions that involve out of the box functionality, support calls, and assisting with providing services to ensure the solution is well maintained and running well.

RQ Desk has two levels of participation, 15 hours a week or 30 hours a week. We do this so the admin time and training time needed to stay current on the software is built into the schedule so you will only be paying for hours worked on your solution.

RQ Desk 15 = \$40,000 annually

RQ Desk 30 = \$80,000 annually

Each plan has a minimum of 6 months engagement.

Solution Support Contact Information

Email or call REQUORDIT Solution Support 24 hours a day, 7 days a week. A REQUORDIT Solution Support Professional will respond to your issues during regular business hours within 60 minutes by phone or email. If after normal business hours the initial response will work to determine if the issue is critical. If the issue is deemed to be critical by the client, work will begin immediately to resolve the issue. Please note additional fees may apply and would be detailed in your maintenance and technical support agreement. Premier Hours can be used to support these after-hours functions. Non-critical issues will be responded to first thing the following day.

- Support by Email: Support@REQUORDIT.com.
- Support by Phone: 312-332-9200 option 3.
Telephone support is available from REQUORDIT Monday through Friday during normal business hours 8:00 a.m. to 5:00 p.m., Central Standard Time.
- Online Incident Tracking
REQUORDIT Support Incident tracking may be accessed via the REQUORDIT Client Site. <https://access.requordit.com/>. You can view status of your support incidents on a Support Incident screen (see below).



HELP DESK PLAN-PREMIER

Client Portal

The REQUORDIT Client Portal is available to each of our clients, enabling them to view the status of pending requests in real time (as seen below). To ensure you are always getting the most out of your solution, the most up-to-date version of your software solution is always available through the REQUORDIT Client Portal for download.

Support Incident tracking may be accessed via: <https://access.requordit.com/>

Logged in as demo@gi99.com [Logout](#)
[Profile Management](#)

CLIENT PORTAL

- Home Page
- Incident Tracker
- New Incident
- Download Library
- File Transfer
- Invoices
- Contact Us

312-332-9200
www.requordit.com

Currently Open Incidents

Control Number/ Create Date	Incident Description	Status	Opened By
IN-195254 11/21/2011	Fax Dead Current Activity: Fax machine is dead	Investigating Priority: 3 - Normal	
IN-195066 10/01/2009	Need to view Mousketeer Movies on Iphone Current Activity:	Investigating Priority: 3 - Normal	Mickey Mouse

Recently Closed Incidents

Control Number	Incident Description	Closed	Opened By
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Client Responsibilities

The client is responsible for the following;

- Communications hardware and software as agreed upon by the client and REQUORDIT.
- Establishing an adequate and/or dedicated remote connection.
- Provide access to a machine with access to all solution components, directories and software.

When contacting REQUORDIT Support, please be sure to provide the following solution information:

- Company name
- Contact name
- Phone number and email address
- A brief but as detailed as possible description of the issue:
 - Describe the urgency of the issue
 - Does this affect more than one workstation?
 - Are the network and servers that are part of the REQUORDIT Solution functioning properly?
- Product(s)
- Product version



HELP DESK PLAN-PREMIER

- Operating system
- Operating system build
- Operating system service pack
- Last configuration changes to the server(s) or workstation(s) involved

Online Services

Updates are available from the REQUORDIT Client Site or by the REQUORDIT File Transfer Protocol (FTP) site.

Logged in as demo@gi99.com [Logout](#)
[Profile Management](#)

CLIENT PORTAL

- Home Page
- Incident Tracker
- New Incident
- Download Library
- File Transfer
- Invoices
- Contact Us

312-332-9200
www.requordit.com

Some of the ZIP files are password protected, please contact RequordIT Support to acquire the password.

File Name	Size
OnBase Client	
ob1110639installer_.zip	629.10 MB
OnBase Documentation	
MRC_ExternalEmailServices_62.pdf	0.44 MB
MRC_FaxImportCaptrix_62_020707.pdf	0.44 MB
Thumb.db	0.02 MB
OnBase Modules	
autocadinstaller.zip	7.93 MB
dds.zip	0.10 MB
dds_1.1.zip	0.13 MB
lotusnotesintegration.zip	1.53 MB
lotusnotesintegration_e-B.zip	7.03 MB
monarch50+.zip	0.63 MB
monarch50plus.zip	0.63 MB
NotesInt6.5.zip	0.81 MB
obpicerinstall.zip	21.73 MB
VirtualPrinter.zip	2.56 MB
VirtualPrinter2009.zip	2.56 MB

Please contact REQUORDIT Solution Support prior to downloading from this site. When contacting the REQUORDIT Solution Support Department, please provide your company name, product and version desired. A REQUORDIT Solution Support Professional will verify that you have an active Maintenance Plan and then provide via email the passwords for the download and extraction of the software update.

Remote Support

REQUORDIT suggests that every client configure remote connection software to facilitate remote support assistance. With a remote connection, our Solution Support Professionals will connect directly into the client's system to fix most problems with little or no user intervention/disruption. This is an extremely efficient way to help clients maintain their solution.

Remote connection support software REQUORDIT uses are:

- GOTO Meeting (REQUORDIT preferred method)
- Citrix
- Terminal Services
- Webex

System Maintenance

While REQUORDIT can assist you with any questions relating to our solution, proper system maintenance by the user will greatly improve overall system reliability and



HELP DESK PLAN-PREMIER

performance. General system maintenance and version updates of third party software are recommended and encouraged. If you are unsure of the suggested maintenance for your system, please contact your third-party provider.

**HELP DESK PLAN-PREMIER****Professional Services**

REQUORDIT Solution Support Professionals are available to provide a knowledgebase for further expansion of our client's solutions. It is a value added benefit to our clients that they contact our Professionals prior to expansion and before upgrading or changing the installed solution in order to make these modifications with as little an impact to their production environment as possible. These Services noted in the Professional Services section of the Sales Agreement are an estimate. Adjustments to the estimate will reflect the actual amount of labor utilized for the project. Labor rates are dependent on the tasks that are performed by REQUORDIT and governed by the agreement between REQUORDIT and the Client.

Billing for Professional Services

Labor is billed on a semi-monthly basis (1st and 15th) unless otherwise agreed upon in your contract. Billing is for services rendered during the semi-monthly time frame. REQUORDIT provides an invoice describing the services performed during the billing period.

All Professional Services are defined within a scope document that details project tasks necessary to accomplish the goals of the project. All invoiced time will reflect which tasks the time was applied to for easy management of the project. Any services requested and performed outside of the current project scope, will require a change request work order which will be appended to the scope document.

Training

We believe training is an investment in your success and being able to maximize the use of your software solution is an important part of that success.

REQUORDIT Solution Support Professionals want to ensure that our clients achieve the best level of training required to be self sufficient in maintaining and expanding their REQUORDIT Solution. This is accomplished by a complete "Transfer of Knowledge" of the solution when it is installed. The training typically consists of two major areas Administrative and End User. Additional training may be necessary depending on the complexities of the solution. Continued training is provided for our clients and can be conducted at the client's facility or at the REQUORDIT's facility in Antioch, IL.

Project Implementation Services

Our implementation experience is extensive including broad knowledge of the OnBase Enterprise Content Management (ECM) suite and numerous interfacing technologies.

REQUORDIT is a complete solution provider and will provide expertise in all phases of the implementation process, including solution design and implementation, resulting in the creation of a detailed statement of work. These implementation services include, but are not limited to:

- Configuration and installation of all software components and any integration requirements;
- Complete testing of all features along with the client test procedures using agreed upon scripts;
- Administrative and end user training using a model approved by the client ('train-the-trainer', classroom, individual training at the workstations, remote training, or other methods);
- Moving the solution to the production environment; and complete support for the solution.

Thank you for doing business with Requordit. We greatly appreciate your business.

EXHIBIT D - REQUORDIT® End User License Agreement IMPORTANT- READ CAREFULLY

This ReQuord® End User License Agreement ("EULA") is made between REQUORDIT Inc. ("REQUORDIT"), 750 North Clark St., 2nd Floor, Chicago, IL 60654, and Fort Bend County, Texas, ("User"), 401 Jackson Street, Richmond, TX 77469, with respect to the licensing of the ReQuord® Information Management System software modules described on Exhibit 1 attached hereto, including, in each case, third party software bundled by REQUORDIT as part of a unified product ("Software").

1. LICENSE:

- (a) Subject to payment in full of the Software license fees, REQUORDIT grants to User a perpetual (except as otherwise provided in this EULA), non-exclusive, non-assignable (except as otherwise provided in this EULA), limited license to the Software, in machine-readable object code form only, solely for use by User internally, and only for capturing, storing, processing and accessing User's own data. The Software is licensed for use by a single organization and may not be used for the processing of third-party data as a service bureau, application service provider or otherwise. User shall not make any use of the Software in any manner not expressly permitted by this EULA.
- (b) User acknowledges that each module of the Software is licensed for a specific type of use, such as concurrently or on a specified workstation or by a specified individual and that the Software may control such use. Use of software or hardware that reduces the number of users directly accessing or utilizing the Software (sometimes called "multiplexing" or "pooling" software or hardware) does not reduce the number of Software licenses required. The required number of Software licenses would equal the number of distinct inputs to the multiplexing or pooling software or hardware. User is prohibited from using any software other than the Software Client modules or the Software API modules to access the Software or any data stored in the Software database for any purpose other than generating reports or statistics regarding system utilization, unless REQUORDIT has given its prior written consent to User's use of such other software and User has paid to REQUORDIT the Software license fees with respect to such access to the Software or data stored in the Software database in accordance with REQUORDIT's licensing policies applicable to the Software modules that provide access to the Software application modules and data stored in the Software database.
- (c) User shall be entitled to use one (1) production copy of each Software module licensed. In addition, User shall be entitled to license: one (1) additional copy of the Software licensed in User's production system for customary remote disaster recovery purposes ("Disaster Recovery System"); and a reasonable number of copies of the Software licensed in User's production system to be used exclusively in a non-production environment and solely for the purposes of experimenting and testing the Software, developing integrations between the Software and other applications that integrate to the Software solely using integration modules of the Software licensed by User under this EULA, and training User's employees on the Software ("Test Systems"). REQUORDIT reserves the right to further define the permitted use(s) and/or restrict the use(s) of the Test Systems. REQUORDIT MAKES NO WARRANTIES WITH RESPECT TO ANY SOFTWARE USED IN ANY NON-PRODUCTION SYSTEM AND PROVIDES THE SOFTWARE "AS IS." User's sole recourse in the event of any dissatisfaction with any Software used in any non-production system is to stop using such Software and return it to REQUORDIT. User shall not make additional copies of the Software not specifically authorized in this paragraph (c).
- (d) User agrees: (1) not to remove any REQUORDIT notices in the Software or Documentation (as defined in Section 4(b)); (2) not to sell, transfer, rent, lease or sub-license the Software or Documentation to any third party; (3) not to alter or modify the Software or Documentation; (4) not to reverse engineer, disassemble, decompile or attempt to derive source code from the Software; and (5) not to prepare derivative works from the Software or Documentation.
- (e) User may not make any use of the Disaster Recovery System in a production environment concurrently with the operation of any other copy of the Software in a production environment.
- (f) From time to time REQUORDIT may make "beta" copies of prospective new versions of the Software or of potential new ReQuord Information Management System software modules ("Beta Software") available for User's use in the Test Systems; and User may elect to license and use the Beta Software in the Test Systems. USER ACKNOWLEDGES AND UNDERSTANDS THAT ANY BETA SOFTWARE IS A PRE-RELEASE VERSION ONLY, MAY BE STILL UNDERGOING TESTING AT REQUORDIT AND IS NOT A REQUORDIT COMMERCIALY RELEASED PRODUCT. Except for the provisions of Section 4(a), (b) and (c) and Section 6 of this EULA, which shall not apply with respect to any Beta Software, User acknowledges and agrees that all Beta Software delivered in accordance with this paragraph shall be considered to be "Software" for all purposes of this EULA. Notwithstanding anything to the contrary, as to any Beta Software, this EULA and the limited license granted hereby will terminate on the earliest of: (1) ten (10) days after the date of delivery by either party to the other party of written notice of termination of the beta testing period for such Beta Software; or (2) the date of REQUORDIT's commercial release of the final version of such Beta Software for licensing to its end users generally. Upon expiration or other termination of such period, User shall immediately discontinue any and all of use of the Beta Software and related documentation and remove or permit REQUORDIT to

EXHIBIT D

deactivate the Beta Software. The expiration or termination of this EULA as to any Beta Software shall not affect the continuation of this EULA as to any other Software that has been licensed and is in use by User in accordance with the terms of this EULA.

- (g) From time to time User may elect to evaluate certain ReQuordit Information Management System software modules that it has not licensed and does not currently use in its production environment ("Evaluation Software"), for the purpose of determining whether or not to purchase a production license of such Evaluation Software. Evaluation Software is licensed for User's use in User's Test Systems. Except for the provisions of Section 4(a), (b) and (c) and Section 6 of this EULA, which shall not apply with respect to any Evaluation Software, User acknowledges and agrees that all Evaluation Software delivered in accordance with this paragraph shall be considered to be "Software" for all purposes of this EULA. Notwithstanding anything to the contrary, as to any Evaluation Software, this EULA and the limited license granted hereby will terminate on the earliest of: (1) thirty (30) days after the date such Software is activated for use in User's Test Systems; or (2) immediately upon the delivery of written notice to such effect by REQUORDIT to User. Upon expiration or other termination of such period, User immediately shall either (A) discontinue any and all of use of the Evaluation Software and related documentation and remove or permit REQUORDIT to deactivate the Evaluation Software; or (B) deliver payment in full of the Software license fees that have been agreed upon for such Software to REQUORDIT and confirm in writing to REQUORDIT that such Evaluation Software is added as additional Software licensed for User's use in its production environment and (other permitted environments) under this EULA. The termination of this EULA as to any Evaluation Software shall not affect the continuation of this EULA as to any other Software that has been licensed and is in use by User in accordance with the terms of this EULA.
- (h) Upon expiration or other termination of any period of use of any Beta Software or of any Evaluation Software that User elects not to purchase a license to for use in User's production environment under this EULA, User agrees that it will provide to REQUORDIT remote access to User's systems on which such Beta Software or such Evaluation Software is installed for the limited purpose of permitting REQUORDIT to deactivate such Beta Software or such Evaluation Software.
- (i) User may not assign, transfer or sublicense all or part of this EULA without the prior written consent of REQUORDIT; provided that REQUORDIT agrees that such consent shall not be unreasonably withheld in the case of any assignment by User of the EULA in its entirety to the surviving entity of any merger or consolidation or to any purchaser of substantially all of User's assets that assumes in writing all of User's obligations and duties under this EULA.
- (j) User acknowledges that, depending on the modules licensed, the Software may include open source software governed by an open source license, in which case the open source license (a copy of which is provided in the Software) may grant you additional rights to such open source software.

2. OWNERSHIP: REQUORDIT and its suppliers own the Software, including, without limitation, any and all worldwide copyrights, patents, trade secrets, trademarks and proprietary and confidential information rights in or associated with the Software. REQUORDIT and its suppliers have the authority by ownership or license, to grant User a license to the Software and fulfill their obligations under this EULA. The Software is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. No ownership rights in the Software are transferred to User. User agrees that nothing in this EULA or associated documents gives it any right, title or interest in the Software, except for the limited express rights granted in this EULA.

3. INSTALLATION: User will retain REQUORDIT through which User orders the Software to provide installation services. User is responsible for hardware and non-licensed software for the installation, operation and support of the Software.

4. LIMITED WARRANTY; DISCLAIMER OF OTHER WARRANTIES:

- (a) For a period of sixty (60) days from the date of receipt of Software on tangible media by User at User's site, REQUORDIT warrants to User that the Software, and the media containing the Software, is free from defects in materials and in workmanship.
- (b) For a period of sixty (60) days from the earlier of: (1) the date that license codes or a certificate necessary for User to activate the Software for use have been received by User or made available for download to the destination applicable under the purchase order for the Software received by REQUORDIT; or (2) the sixtieth (60th) day after the date that the Software has been received by User or made available for download to the destination applicable under the purchase order for the Software received by REQUORDIT, REQUORDIT warrants to User that the Software, when properly installed and properly used, will operate substantially in accordance with the "Help Files" included in the Software that relate to the functional, operational or performance characteristics of the Software ("Documentation"). The terms of this warranty shall not apply to, and REQUORDIT shall have no liability for any non-conformity related to, any Software that has been (1) modified by User or a third party, (2) used in combination with equipment or software other than that which is consistent with the Documentation, or (3) misused or abused.

EXHIBIT D

- (c) REQUORDIT's sole obligation, and User's sole and exclusive remedy, for any non-conformities to the express limited warranties under paragraph (a) or (b) shall be as follows: Provided that, within the applicable 60-day period, User notifies REQUORDIT in writing of the non-conformity, REQUORDIT will either (1) repair or replace the non-conforming media or Software, which in the case of the Software may include the delivery of a commercially reasonable workaround for the non-conformity; or (2) if REQUORDIT determines that repair or replacement of the non-conforming media or Software is not commercially practicable, then terminate this EULA with respect to the Software associated with the non-conforming media or with respect to the non-conforming Software, in which event, upon compliance by User with its obligations under Section 7, REQUORDIT will refund any portion of the Software license fees paid prior to the time of such termination with respect to such Software.
- (d) EXCEPT FOR THE WARRANTIES PROVIDED BY REQUORDIT AS EXPRESSLY SET FORTH IN SECTIONS 4(a) and 4(b), REQUORDIT AND ITS SUPPLIERS MAKE NO OTHER WARRANTIES OR REPRESENTATIONS REGARDING THE SOFTWARE OR ANY MEDIA. REQUORDIT AND ITS SUPPLIERS DISCLAIM AND EXCLUDE ANY AND ALL OTHER WARRANTIES, EXPRESSED, IMPLIED, STATUTORY OR OTHERWISE INCLUDING, BUT NOT LIMITED TO WARRANTIES OF GOOD TITLE, WARRANTIES AGAINST INFRINGEMENT, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES THAT ARISE OR MAY BE DEEMED TO ARISE FROM ANY COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. REQUORDIT AND ITS SUPPLIERS DO NOT WARRANT THAT THE SOFTWARE WILL SATISFY USER'S REQUIREMENTS OR IS WITHOUT DEFECT OR ERROR, OR THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED. USER SPECIFICALLY ASSUMES RESPONSIBILITY FOR THE SELECTION OF THE SOFTWARE TO ACHIEVE ITS BUSINESS OBJECTIVES. REQUORDIT DOES NOT PROVIDE ANY WARRANTY OR ASSUME ANY LIABILITY WHATSOEVER WITH RESPECT TO ANY THIRD PARTY HARDWARE, FIRMWARE, SOFTWARE OR SERVICES.
- (e) No oral or written information given by REQUORDIT, its agents, or employees shall create any additional warranty. No modification or addition to this warranty is authorized unless it is set forth in writing, references this EULA, and is signed on behalf of REQUORDIT by a corporate officer.

5. LIMITATIONS OF LIABILITY: IN NO EVENT SHALL REQUORDIT'S (INCLUDING ITS SUPPLIERS') LIABILITY EXCEED THE AMOUNT OF THE SOFTWARE LICENSE FEES ACTUALLY PAID BY USER. EXCEPT FOR DAMAGES DIRECTLY RESULTING FROM REQUORDIT'S OR ITS DIRECT OR INDIRECT SUPPLIERS' NEGLIGENCE OR WILLFUL MALFEASANCE, IN NO EVENT WILL REQUORDIT OR ITS DIRECT OR INDIRECT SUPPLIERS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO ANY LOST PROFITS, LOST SAVINGS, BUSINESS INTERRUPTION DAMAGES OR EXPENSES, THE COSTS OF SUBSTITUTE SOFTWARE, LOSSES RESULTING FROM ERASURE, DAMAGE, DESTRUCTION OR OTHER LOSS OF FILES, DATA OR PROGRAMS OR THE COST OF RECOVERING SUCH INFORMATION, OR CLAIMS BY THIRD PARTIES, EVEN IF REQUORDIT OR SUCH SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES. NOTWITHSTANDING THE FOREGOING, IN NO EVENT SHALL MICROSOFT CORPORATION, AS A SUPPLIER TO REQUORDIT OF THIRD PARTY SOFTWARE BUNDLED WITH THE SOFTWARE LICENSED UNDER THIS EULA, BE LIABLE FOR ANY DIRECT DAMAGES IN EXCESS OF FIVE DOLLARS (\$5.00).

6. MAINTENANCE: Maintenance and technical support of the Software may be available for purchase by User from REQUORDIT through which User has ordered the Software pursuant to the terms of the **REQUORDIT Inc. SOFTWARE MAINTENANCE AND SERVICES AGREEMENT**.

7. TERMINATION:

- (a) Termination by REQUORDIT: Except in the case of a breach or failure to comply by User with any of the provisions of Section 1(d) of this EULA (with respect to which User shall have no right to cure a breach or non-compliance and REQUORDIT may terminate this EULA immediately upon written notice to such effect to User), REQUORDIT may terminate this EULA if User breaches or fails to comply with any provision of this EULA and REQUORDIT first gives written notice to User of the breach or non-compliance with this EULA, which notice shall specify in reasonable detail such breach or non-compliance, and User fails to cure such breach or non-compliance within thirty (30) calendar days after receipt of such notice. Upon termination of this EULA for any reason, including, but not limited to, as specified in this Section 7 or in Section 4, User shall immediately (a) discontinue any and all use of the Software and Documentation; and (b) either (1) return the Software and Documentation and any Hardware Against Software Piracy ("HASP") dongle(s) to REQUORDIT, or (2) with the prior permission of REQUORDIT, destroy the Software, Documentation and any HASPs and certify in writing to REQUORDIT that User has completed such destruction. The obligations of User under the preceding sentence and all disclaimers of warranties and limitations of liability set forth in this EULA shall survive any termination.

EXHIBIT D

(b) Termination by User: Termination for Convenience. User may terminate this EULA at any time upon sixty (60) days written notice.

8. **SEVERABILITY:** In the event that a court of competent jurisdiction determines that any portion of this EULA is unenforceable, it shall not affect any other provisions of this EULA.

9. **NOTICE:** All notices, requests or other communications required to be given pursuant to this EULA shall be in writing, shall be addressed to the recipient party at its principal place of business or to such other address as the recipient party may direct in writing, and shall be personally delivered or sent by certified or registered U.S. mail, return receipt requested, or by prepaid commercial overnight courier. All notices, requests or other communications delivered as specified herein shall be deemed to have been given and received on the date personally delivered or on the date deposited in the U.S. mail or with the commercial overnight courier.

10. **GOVERNING LAW; JURISDICTION:** The laws of the State of Texas govern all disputes arising out of or relating to this EULA. 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 EULA and waive the right to sue or be sued elsewhere. Nothing in the EULA shall be construed to waive the User's sovereign immunity. Both parties submit to venue and jurisdiction in these courts. In the event that an action or claim based on this EULA arises outside of the exclusive jurisdiction specified herein which names REQUORDIT as a party, User agrees to cooperate with any and all efforts to remove the matter to the exclusive jurisdiction named herein, or otherwise to take any and all reasonable actions to achieve the parties' objectives of this provision.

11. **ENTIRE AGREEMENT:** This EULA (including the exhibits and schedules attached hereto) constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, documents and proposals, oral or written, between the parties with respect thereto. All purchase orders submitted shall be subject solely to the terms of this EULA and the additional terms contained in any invoice delivered by REQUORDIT, and any preprinted terms on any purchase order form used for the convenience of User are objected to and shall not alter or amend the terms of this EULA or any such invoice. This EULA may be amended or modified only by an agreement in writing signed by each of the parties and may not be modified by course of conduct.

12. **U.S. GOVERNMENT END USERS:** The terms and conditions of this EULA shall pertain to the Government's use and/or disclosure of the Software, and shall supersede any conflicting contractual terms or conditions. By accepting the terms of this EULA and/or the delivery of the Software, the Government hereby agrees that the Software qualifies as "commercial" computer software within the meaning of ALL federal acquisition regulation(s) applicable to this procurement and that the Software is developed exclusively at private expense. If this license fails to meet the Government's needs or is inconsistent in any respect with Federal law, the Government agrees to return this Software to REQUORDIT. In addition to the foregoing, where DFARS is applicable, use, modification, reproduction, release, display, or disclosure of the Software or documentation by the Government is subject solely to the terms of this EULA, as stated in DFARS 227.7202, and the terms of this EULA shall supersede any conflicting contractual term or conditions.

13. **EXPORT:** The Software and Documentation are subject to United States export control laws and regulations. The parties agree to comply fully with all relevant regulations of the U.S. Department of Commerce and all U.S. export control laws, including, but not limited to, the U.S. Department of Commerce Export Administration Regulations (EAR), to assure that the Software or Documentation is not exported in violation of United States of America law. The parties agree that they will not export or re-export the Software or Documentation to any organizations or nationals in the territories of Cuba, Iran, Iraq, North Korea, Burma (Myanmar), Sudan, Syria or any other territory or nation with respect to which the U.S. Department of Commerce, the U.S. Department of State or the U.S. Department of Treasury maintains any commercial activities sanctions program. The parties shall not use the Software or Documentation for any prohibited end uses under applicable United States laws and regulations, including but not limited to, any application related to, or purposes associated with, nuclear, chemical or biological warfare, missile technology (including unmanned air vehicles), military application or any other use prohibited or restricted under the U.S. Export Administration Regulations (EAR) or any other relevant laws, rules or regulations of the United States of America.

14. **THIRD PARTIES:** Nothing herein expressed or implied is intended or shall be construed to confer upon or give to any person or entity, other than the parties hereto, any rights or remedies by reason of this EULA; provided, however, that third party suppliers of software products bundled with the Software are third party beneficiaries to this EULA as it applies to their respective software products.

EXHIBIT D

15. CONFIDENTIALITY:

- (a) Each party acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this EULA, be exposed to or acquire information that is confidential to the other party. Any and all information of any form obtained by a party ("Receiving Party") or its employees or agents from the other party ("Disclosing Party") in the performance of this EULA shall be deemed to be confidential information ("Confidential Information"). Both parties agree to hold Confidential Information in strict confidence, using at least the same degree of care the other party 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 as provided by this EULA, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential.
- (b) Confidential Information shall not include information that:
 - (i) was in the public domain when disclosed;
 - (ii) entered the public domain subsequent to disclosure, through no fault of the receiving party;
 - (iii) was in the Receiving Party's possession free of any obligation of confidence prior to disclosure;
 - (iv) was developed by the Receiving Party's employees or agents independently of any Confidential Information of the Disclosing Party; and
 - (v) was communicated by the Disclosing Party to an unaffiliated third party free of any obligation of confidence.
- (c) Each party shall use its best efforts to assist the other party in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, each party shall advise the other party immediately in the event a party 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 EULA. The parties agree to cooperate with each other in seeking injunctive or other equitable relief in the name of User or REQUORDIT against any such person. Upon termination of this EULA or at the other party's request, the Receiving Party will promptly turn over to the Disclosing Party all documents, papers, and other matter in Disclosing Party's possession which embody Confidential Information.
- (d) Each party acknowledges that a breach of Section 15, including disclosure of any Confidential Information, or disclosure of other information that, at law or in equity, should remain confidential, will give rise to irreparable injury to the other party that is inadequately compensable in damages. Accordingly, each party 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. Each party acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interest of the other party and are reasonable in scope and content.
- (e) REQUORDIT, in providing all services hereunder, agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.
- (f) REQUORDIT expressly acknowledges that User 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 EULA to the contrary, User will make any information related to the EULA, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to User by REQUORDIT shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed. The terms and conditions of the EULA are not proprietary or confidential information.

16. LIMIT OF APPROPRIATION: It is specifically understood and agreed that in the event no funds or insufficient funds are appropriated by User under this EULA, User shall notify all necessary parties that this EULA shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were made without penalty, liability or expense to User.

- (a) REQUORDIT clearly understands and agrees, such understanding and agreement being of the absolute essence of this EULA, that User shall have available the total maximum sum of five hundred seventy-three thousand eight hundred dollars and 00/100 (\$573,800.00), specifically allocated to fully discharge any and all liabilities User may incur.
- (b) REQUORDIT does further understand and agree, said understanding and agreement also being of the absolute essence of this EULA, that the total maximum compensation that REQUORDIT may become entitled to and the total maximum sum that User may become liable to pay to REQUORDIT shall not under any conditions, circumstances, or interpretations thereof exceed five hundred seventy-three thousand eight hundred dollars and 00/100 (\$573,800.00).

EXHIBIT D

IN WITNESS WHEREOF, the parties have duly executed this EULA.

FORT BEND COUNTY

REQUORDIT, INC.

By: _____
Robert Hebert, Fort Bend County Judge

By: _____

Date

Date

ATTEST:

By: _____
Laura Richard, Fort Bend County Clerk

REVIEWED BY:

Ray Webb, Director, Fort Bend County Information Technology

APPROVED AS TO FORM:

Roy L. Cordes, Jr., Fort Bend County Attorney

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$573,800.00 to accomplish and pay the obligation of Fort Bend County under this contract.

Robert E. Sturdivant, Fort Bend County Auditor

EXHIBIT D

EXHIBIT 1 TO EULA

Software licensed for use pursuant to the EULA:

1. The Software modules licensed to User under this EULA are listed as follows:

Client: Fort Bend County, Texas						
Contact:						
Sales				Date:	08/16/2016	
Quote #:	50-6000					
Project	Phase 1 ECM Solution					\$1,413,225.00
Name:						
Qty	Part #	Description	MSRP	MSRP Price	Discount Price	Ext. Price
Hyland OnBase Software 10%						
1	IAIPW1	Advanced Capture	\$25,000.00	\$25,000.00	\$22,500.00	\$22,500.00
1	ARIPW1	Automated Redaction	\$20,000.00	\$20,000.00	\$18,000.00	\$18,000.00
1	OMIP11-IPAD	iPad Mobile Integration	\$5,000.00	\$5,000.00	\$4,500.00	\$4,500.00
1	CLIPW1	COLD/ERM	\$10,000.00	\$10,000.00	\$9,000.00	\$9,000.00
100	CTIPC1	Concurrent Client	\$1,400.00	\$140,000.00	\$1,260.00	\$126,000.00
1	CFIP1	Context Search Framework	\$10,000.00	\$10,000.00	\$9,000.00	\$9,000.00
1	WTIP1-AS	Conversion Framework for Aspose	\$3,000.00	\$3,000.00	\$2,700.00	\$2,700.00
1	ADIP1	Document Composition	\$20,000.00	\$20,000.00	\$18,000.00	\$18,000.00
1	DPIPW1	Document Import Processor	\$5,000.00	\$5,000.00	\$4,500.00	\$4,500.00
1	AEIP12	Enterprise Application Enabler	\$50,000.00	\$50,000.00	\$45,000.00	\$45,000.00
15	IDIPC1	Full-Text Indexing Concurrent Client for Autonomy IDOL	\$300.00	\$4,500.00	\$270.00	\$4,050.00
1	IDIP1	Full-Text Indexing Server for Autonomy IDOL	\$10,000.00	\$10,000.00	\$9,000.00	\$9,000.00
1	OLIP11-13	Integration for Microsoft Outlook 2013	\$5,000.00	\$5,000.00	\$4,500.00	\$4,500.00
1	ICAPI1	Intelligent Capture for AP*	\$35,000.00	\$35,000.00	\$31,500.00	\$31,500.00
1	OBIPW1	Multi-User Server	\$8,000.00	\$8,000.00	\$7,200.00	\$7,200.00
5	CTIPN1	Named User	\$700.00	\$3,500.00	\$630.00	\$3,150.00
1	OIPW4-13	Office Business Application for 2013	\$15,000.00	\$15,000.00	\$13,500.00	\$13,500.00
1	PDFIP1	PDF Framework	\$3,000.00	\$3,000.00	\$2,700.00	\$2,700.00
1	DIIPW1	Production Document Imaging (Kofax or TWAIN) (1)	\$5,000.00	\$5,000.00	\$4,500.00	\$4,500.00
10	DIIPW2	Production Document Imaging (Kofax or TWAIN) (2+)	\$3,000.00	\$30,000.00	\$2,700.00	\$27,000.00
1	APIPQ4	Query API (Additional block of 500 queries/hour) (Core)	\$8,000.00	\$8,000.00	\$7,200.00	\$7,200.00
1	APIPQ3	Query API (Initial 500 queries/hour) (Core)	\$10,000.00	\$10,000.00	\$9,000.00	\$9,000.00
1	RIIP1	Records Management	\$20,000.00	\$20,000.00	\$18,000.00	\$18,000.00
1	PWIP1	Signature Pad Interface (TWAIN)	\$6,000.00	\$6,000.00	\$5,400.00	\$5,400.00
1	UNIP1	Unity Client Server	\$10,000.00	\$10,000.00	\$9,000.00	\$9,000.00
1	UIIP1	Unity Integration Toolkit	\$10,000.00	\$10,000.00	\$9,000.00	\$9,000.00
1	PTIPC1	Virtual Print Driver	\$5,000.00	\$5,000.00	\$4,500.00	\$4,500.00
1	WTIPW1	Web Server	\$10,000.00	\$10,000.00	\$9,000.00	\$9,000.00
20	WLIPC1	Workflow Concurrent Client SL (1-20)	\$2,200.00	\$44,000.00	\$1,980.00	\$39,600.00
5	WLIPC2	Workflow Concurrent Client SL (21-50)	\$1,800.00	\$9,000.00	\$1,620.00	\$8,100.00
20	VLIPC1	WorkView Concurrent Client SL (1-20)	\$1,500.00	\$30,000.00	\$1,350.00	\$27,000.00
10	VLIPC2	WorkView Concurrent Client SL (21-50)	\$1,300.00	\$13,000.00	\$1,170.00	\$11,700.00

EXHIBIT D

**Includes: Mailbox Importer, Data Capture Server, Fax Integration Server, Reporting Dashboards and processing for 100,000 invoices per year*

Subtotal of the OnBase Software			List Total	\$582,000.00	\$523,800.00	
ReQuord Software						
1	RQ-Media	ReQuord Media	\$10,000.00	\$10,000.00	\$5,000.00	\$5,000.00
1	RQ-Scan-Now	ReQuord Scan Now	\$10,000.00	\$10,000.00	\$5,000.00	\$5,000.00
1	RQ-Elect-RMS	ReQuord Electronic RMS	\$75,000.00	\$75,000.00	\$37,500.00	\$37,500.00
1	RQ-RFP-MNG	ReQuord RFP Management Solution	\$5,000.00	\$5,000.00	\$2,500.00	\$2,500.00
*One-time 50% Discount						
Subtotal of the ReQuord Software			List Total	\$100,000.00	\$50,000.00	
Total of All Software						\$573,800.00

2. If User desires to purchase Software modules not listed in Section 1 of this Exhibit 1, User must submit a written purchase order to, and pay Software license fees to REQUORDIT in accordance with Chapter 262 of the Texas Local Government Code. All such modules accurately listed on User's properly submitted written purchase order(s) shall, upon payment in full of the Software license fees, automatically be deemed to be added to the Software listed on this Exhibit 1, whether or not the parties actually amend the form of this Exhibit 1.

2. All "Upgrades or Enhancements" to the Software described in paragraph (1) above that User properly obtains pursuant to the terms of a Software Maintenance Agreement between User and REQUORDIT.

Payment of Software license fees:

Unless and until REQUORDIT notifies User in writing to the contrary, the Software license fees due and payable by User shall be mutually agreed upon and detailed on the respective Sales Quotation which will be attached to this exhibit. From time to time the User may choose to purchase more software. Each Sales Quotation signed by the User and submitted to REQUORDIT will be included by this reference. User agrees to pay such Software license fees and to make all such payments in accordance with such mutually agreed upon terms.

EXHIBIT E – Statement of Work

Enterprise Content Management Solution RFP-16-026



Phoenix Business Consulting
Requordit Inc

Author: Requordit, Inc.
Release Date: August 16, 2016

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1. Executive Summary

In response to Fort Bend County's Request for Proposals (RFP) for Comprehensive Enterprise Content Management System (ECM) and Implementation Services, Phoenix Consulting and ReQuordit appreciate our selection. This Statement of Work (SOW) is intended to document the scope, roles, responsibility, tasks and timeframe for the implementation of the OnBase System.

This Executive Summary section is intended as an overview of the County's objectives project, scope and timeline for the ECM project. Following the executive summary, the terms of the SOW are documented in the appropriate level of detail. Phoenix Business Consulting (PBC) and ReQuordit INC (RQ), are hereinafter referred to as "the Implementers" in this SOW. The ENTERPRISE CONTENT MANAGEMENT SOFTWARE LICENSE AND SERVICES AGREEMENT between the parties is hereinafter referred to as the "Agreement". The Implementers recommend the attached solution overview as a starting point for Fort Bend County because of the significant recognizable benefits that will come from system usage within the first year of the go-live date.

The key benefits Fort Bend County receives with ReQuord ECM powered by OnBase include:

- 1) An enhanced user friendly interface that provides intuitive search and retrieval of content across the RFP noted County departments from the Unity (desktop) and Web Client.
- 2) A defined integrated strategy for capture, storage, collaboration, management, security and delivery of electronic content.
- 3) A secure, stable, and scalable repository with high availability allowing for no single point of failure.
- 4) A seamless integration with Lawson for OCR, invoice routing and approval, and 3-way, 2-way, Non-PO match.
- 5) The ability to comply with County policies, procedures, legal and regulatory requirements with regard to content retention in an electronic and consistent manner.
- 6) The ReQuord ERMS, an electronic records management solution that unifies processes around electronic and physical documents within ReQuord ECM powered by OnBase.

1.1 Project Objectives

Fort Bend County has undertaken the implementation of the OnBase Software to implement a strategic ECM solution that can enhance internal operating efficiency and service delivery to the County constituents.

The primary goals of Phase 1 are:

- Develop effective Records and Information Management strategies
- Provide a central repository for all records and information
- Generate cost savings
- Automate business processes -- create a process to get the right content to the right people (Workflow)
- Provide enhanced disaster recovery
- Align with government best-practices
- Minimize risk

It is understood that the County plans to implement the packaged software with minimal customizations while leveraging and incorporating the public sector best business practices during the project.

The Implementers warrant that at the time of Support or Services delivery under this SOW and the Agreement, the Support and Services shall be provided by trained personnel and in a professional manner using Implementers' Best Efforts. "Best Efforts" as used in this SOW shall mean that the Implementers will render the respective Support and Services under this SOW and the Agreement in the best manner that is no less favorable to County than the same Support and Services that the Implementers provide to any other client of the Implementers. Delivery of Support and Services shall be provided by trained personnel and in a professional manner using reasonable, commercial efforts.

Scope of Services

1.2 Project Scope

1.2.1 Software to be Implemented

The ECM project scope consists of the following primary software OnBase 16 modules and related technologies:

Table 1: OnBase 16.0 Software Solutions for Fort Bend County

Software Module Name	Purpose
Advanced Capture	OCR capture of County forms
Automated Redaction	Automated redaction of OCR'd County forms
Autonomy IDOL Concurrent	Full-text search by end-users
Autonomy IDOL Server	Full-text search processor
Barcode Recognition Server	Reading barcodes off of documents for indexing
COLD/ERM (Text Files only - Filters needed for PDF/PCL)	Takes data from business applications and turns that data into fully indexed and widely accessible reports and documents
Concurrent Users	OnBase User License for scanning, storing and retrieving documents
Context Search FrameWork	View emails from with OnBase WorkView
Conversion Framework for Aspose	Enables users who do not have MS Office to view documents and convert to TIFF
Document Import Processor	Scheduled importing documents in bulk by departments
Document Composition	OnBase keywords can populate preconfigured templates
Enterprise Application Enabler	Enterprise no-code integration technique providing image enabled screens in 3 rd party software that are GUI or text based.
Integration for Microsoft Outlook	OnBase integration to MS Outlook allowing you to search, store and execute workflow.
Integration with ESRI ArcGIS Server	The Integration for ESRI ArcGIS maximizes GIS investments by linking ReQuord content to geographic map features.
Multi-User Server	Provides utilities, OnBase Configuration, Basic Text Search and Print Servers, three-tier ReQuord Broker and a License to use the copyrighted OnBase Database in conjunction with a supported SQL Database Management System (DBMS) in a single instance, multi-user environment.
Office Business Application for 2013 (401+)	OnBase enterprise integration into MS PowerPoint, Word and Excel.
PDF Frame Work	Enables PDF features within OnBase
Production Document Imaging (Kofax or TWAIN) (1)	Enables dedicated scanning and sweeping within OnBase (department scanning solution).
Production Document Imaging (Kofax or TWAIN) (2+)	Enables dedicated scanning and sweeping within OnBase (department scanning solution).
Public Sector Access Client (based on pop. size)	Offers the public to search and retrieve specific documents from within OnBase
Query API (1st 500 queries/hour Unity/Core)	Provides the ability to query OnBase from third party applications
Query API (Add'l 500 queries/hour Unity/Core)	Provides the ability to query OnBase from third party applications

Scope of Services

Records Management	Controls the retention of all associated business records securely organized within the OnBase Folders interface.
Reporting Dashboards	Graphically displays data returned from within OnBase or third party applications
Signature Pad Interface	Allows real time signing of TIFF images and OnBase e-Forms through a Topaz device
Unity Client Server	OnBase smart client desktop built on .NET and WPF that provides a customizable user experience to the desktop
Unity Forms (e-forms) Included	OnBase form tool that also offers the ability to store and index documents
Unity Integration Toolkit	Unity integration toolkit. Provide API integration from external applications into OnBase, enabling seeming less integration with 3rd party applications.
Virtual Print Driver	Appears as a standard printer in Windows applications and enables users to electronically print documents directly into OnBase.
Web Server	OnBase Web Client accessible from specific versions of popular web browsers
Workflow Concurrent Client SL	Provides electronic document routing through a configurable work process. Includes pre-configured rules, actions, transitions, and notifications and additional capabilities for Visual Basic scripts. Provides access to Workflow functions in order to perform work and complete tasks on documents. Includes E-Forms.
WorkView Concurrent Client SL	Provides the ability to create custom applications within OnBase such as ReQuord Electronic Records Management Solution, RFI solution, Vendor and Contract management solutions. These applications track issues from start through resolution. Supports optional attachment of OnBase documents and user-defined events to issues. Configuration tool allows user to define custom database tables, screens and views.
Intelligent Capture for AP (plus total volume of Invoices)	Templateless AP Invoice identification and indexing. Includes a pre-trained engine. Continues to learn and correct the capture process during user verification in the Unity Client. Includes Interactive Data Capture, Mailbox Importer, Fax Integration and Reporting Dashboards.
ShareBase	ShareBase by Hyland is an enterprise file sync and share (EFSS) product that provides secure, cloud-based sharing while ensuring your organization retains ownership and control. When used in conjunction with an OnBase solution, document sharing becomes an automated part of your business processes, reducing bottlenecks caused by the manual copying and pasting of files.

Scope of Services

1.2.2 Key Terms

Below are many terms that are used in the explanation of the solution along with the information that helps to further describe the word or phrase. These definitions also contain assumptions about each of the items and should be reviewed carefully for accuracy. The following table provides definitions and explanations for terms and acronyms relevant to the content presented within this document.

Term	Definition
ReQuord ECM	ReQuord ECM Software is the private label version of Hyland Software's OnBase ECM platform as detailed in the software license agreement.
Business Requirements Document (BRD)	Details the business solution for a project including the expectations and success criteria. Foundation for all subsequent deliverables. Executive signoff is required before work begins.
Document Type Groups	Shall mean a predefined logical grouping of document types.
Document Types	Shall mean documents that belong to a department, process or group (document type groups). We have included time to configure 500 document types.
Keywords	Shall mean the meta data associated to documents within OnBase. We have included time to configure 100 keywords.
Auto-fill Keyword	Shall mean a drop down list that is stored with an internal data table inside the OnBase database. We have included time to configure 10 Auto-fill keywords.
External Auto-fill Keyword	Shall mean a drop down list that queries an external database. We have included time to configure 20 External Auto-fill keywords.
Validation / Lookup Scripts	Shall mean external queries to external data sources to validate or populate keywords. We have included 40 hours for custom validation or lookup scripting.
Security Groups	Shall mean the privileges assigned to users based on their grouping (User Groups) within OnBase. We have included time to configure 100 Security Groups.
Security Keywords	We have not planned on using security keywords.
Scan Queues	Shall mean queues where documents sit to await further processing such as indexing or image enhancement. Scanning will occur from County MFPS as specified in the RFP response, therefore, we have planned on configuring 24 sweep folder scan queues and set up of scan licenses on a 1:1 ratio – production document imaging (PDI) per scanner.
Document Revision Control	Shall mean the OnBase configuration setting that stored multiple iterations of a single document.
Workflow	Shall mean OnBase workflow working within the OnBase supported interfaces such as the Web Client and Unity Client.
WorkView	Shall mean the module that provides the ability to create custom applications in OnBase for defining custom database tables, screens, and views. Provides the foundation of RQ ERMS, RFP management, and vendor/contract management.
RQ ERMS	Shall mean ReQuord Electronic Records Management Solution, a pre-configured digital storage solution for electronic and physically archive document groupings such as boxed documents. We have allocated 180 hours for additional configuration to Fort Bend's specifications (180 hours includes 80 hours' implementation and 100 hours' customization). Additional configuration or modification will be governed by the change order process.
Vendor and Contract Management	Shall mean the pre-configured contract and vendor management solution. We have allocated 220 hours for additional configuration to Fort Bend's specifications. Additional configuration or modification will follow the change order process.
ReQuord RFP Management Solution	Shall mean the pre-configured RFP Management Solution for Phase 2.
Records Management	Shall mean the OnBase module that controls the retention of all associated business records securely organized within the OnBase foldering structure. We have included 225 hours for the configuration of Human Resources employee records (80 for implementation, 45 for design, and 100 for configuration).
Email Notifications	Shall mean OnBase generated notifications to emails provided by Fort Bend County departments.
Application Enable:	Shall mean the OnBase module that provides image enabling to 3 rd party software

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	such as Lawson that are GUI, browser, or text-based. We have included 40 hours for setup and configuration.
Indexing	Shall mean the manual effort to index and file a document in OnBase.
Office Integration	Shall mean the OnBase Office integration module with Word, Excel and PowerPoint.
Outlook Integration	Shall mean the OnBase Outlook integration module with Outlook.
Integration for ESRI	Shall mean the OnBase ESRI GIS integration module with ESRI GIS (server). Requires ArcServer 9.3sp1 or higher. Allows users of ESRI to link documents to features on ESRI maps.
ICAP	Shall mean the Intelligent Capture for Accounts Payable module. This assumes Fort Bend will be able to provide a clean vendor file with no duplicate entries and complete and accurate address and phone information.
Advanced Capture	Shall mean an OnBase forms based capture product. We have included 80 hours for configuring of form processing.
ShareBase Cloud Service	Shall mean a Hyland OnBase cloud based file sharing service.
RQ Media	Shall mean ReQuord Media and provides importing, indexing and retrieval of large image files.

1.2.3 Phase 1 Departments

The implementation of the above mentioned software will be for the following departments within the County.

Table 2: Phase 1 Departments

Appointing Authority	Phase 1 Solution
County Attorney	Department setup;
Human Resources	Department setup; Records Management; Employee Onboarding
Auditor	Department setup; Lawson AP Solution
Purchasing	Department setup; Lawson integration; AP workflows
Records Management	Department setup; RQ ERMS; Document request workflow; e-signature
Risk Management	Department setup; Records Management; Employee Onboarding
Engineering	Workflow setup

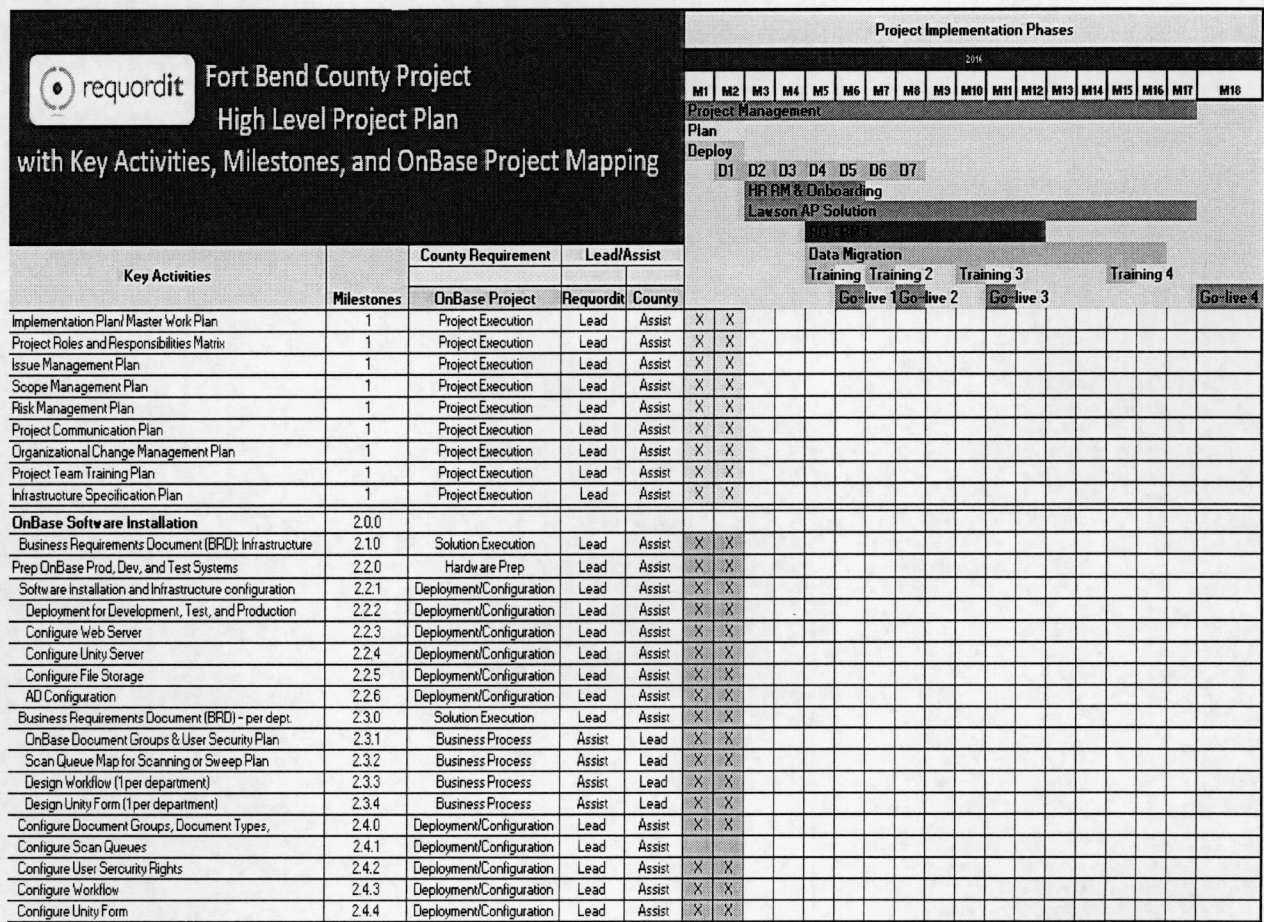
Note: Department setup includes documents, keywords, appropriate workflow process, and a unity form each.

1.3 Project Timeline

Detailed in this section is the high level project timeline. In Phase 1, Implementers will configure OnBase for seven (7) departments referenced above in Section 1.2.3. In addition, Phase 1 will include five (5) solutions.

1. County Attorney – Vendor/Contract Management
2. Human Resources and Risk Management
 - a. Records Management
 - b. Employee Onboarding
3. Records Management – RQ Electronic Records Management for physical documents
4. Lawson AP Solution
 - a. Application Enabler
 - b. 2/3 Way Match and NON-PO
5. Engineering Workflow Setup

Figure 1 High Level Project Plan



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2. Scope of Services

2.1 Project Kick Off: Planning and Scoping Workshops

As a part of our three-day Project Kick Off, the Implementers conducts series meetings to better define the Fort Bend's vision for OnBase.

1. Executive Leadership Meeting
2. Project Kickoff with all Parties
3. Scoping Workshop

The **Executive Leadership Meeting** discusses overall strategy and success criteria for our Partnership long term and the project in the short term.

- Identify short term and long term goals
- Identify key decision makers and decision paths

Project Kick Off introducing the Implementers to project stakeholders and key decision makers. The goal of the project kick off is to:

- Establish expectations
- Project roles
- Define approaches to communications
- Introduce the agenda for the Preparation Workshop

Our **Scoping Workshop** separates us from other implementers. Experience tells that introducing groups to OnBase as earlier as possible results in a better partnership and defined scope for a successful project.

Our half-day workshop provides the follow:

- Confirmation of goals stated in the RFP for Phase 1
- Aligned Milestones and Scope of Work
- Establishment of roles and responsibilities
- Evaluation of Departmental readiness and assignment of data collection
- Migration Success Criteria

An enterprise approach to ECM with complete integration will provide access to the documents, files, and data to exactly the right people at exactly the right time.

Planning and Scoping Deliverables will include:

- The **Implementation Plan/Master Work Plan** is a comprehensive document (or collection of documents) that includes the schedule, cost information, monitoring/controlling plans for each of the nine knowledge areas of the project management body of knowledge (PMBOK), and other information, as appropriate.
- The subsidiary management plans developed for each of these areas provide the foundation to support the consistent application of project management practice:
 - **Organizational Change Management Plan** provides a method of controlling and monitoring project changes. Change is defined as any activity that alters the scope, schedule, deliverables, value, or costs of the project.
 - The **Issue Management Plan** provides a method of managing and resolving project issues. An issue is a situation, action, problem, or question arising during the project, which the project team cannot resolve efficiently or effectively.
 - The **Scope Management Plan** outlines the processes required to ensure that the project includes all of the work required, and only the work required, to complete the project. The scope management plan elaborates on sections of the project management plan that

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- pertain to the functions of scope management.
- The **Risk Management Plan** defines how risks are identified, analyzed, review, and managed. It describes how often risk reviews are conducted.
 - The **Communication Management Plan** outlines the processes required to ensure timely generation, distribution, storage, and retrieval of project information. It elaborates on sections from the project management plan that pertain to communication management.
 - The **Project Team Training Plan** outlines the processes required to staff, organize, and manage the project team. It elaborates on sections of the project management plan that pertain to human resource management.

2.2 OnBase Software Installation

OnBase will be deployed according to the agreed upon **Infrastructure Specification Plan**. The Infrastructure Specification Plan is the result of an onsite meeting with the County's hardware and security team. OnBase Software is to be deployed on County servers.

Project Installation Assumptions:

Requordit will provide installation of the server infrastructure for ReQuord ECM (powered by OnBase) software. The components that to be installed are as follows:

2.2.1 OnBase Deployment

- Deploy the software on the servers according to the agreed upon network topology that includes a SQL, File, Web, and application server in Production, Test, and the Development environments.
- Configure file storage
- Implement the appropriate DR configuration to adhere to the Client's standards.
- Gather requirements from knowledge experts regarding all document types that will were configured in third party application and create a requirements document to be reviewed for where each document is created and enters ReQuord ECM.

2.2.2 Configuration Assumptions

- Configure the Web Server and Application Server for Unity Client.
- Create step-by-step instructions for the system administrator to follow to create a new document type in ReQuord ECM.
- Configure security based on Active Directory as directed by the Client.
- Configure ReQuord ECM document security based on user group definitions gathered during project scope. This is standard OnBase security and does not include security keywords. Security keywords are available but not included in this pricing.
- Create step-by-step instructions for adding and removing users, and changing document security.
- County will provide Production Scanning requirements and implementation.
- Assist with the creation of Click-once Unity Client deployment.
- Assist with the creation of MSI or Click-once deployment of Office and Outlook modules.
- Configure Autonomy IDOL for Full-text search.
- Configure Signature Pad Interface for use with Topaz Devices.
- Deploy and assist in the configuration of ESRI GIS integration module.

2.3 OnBase Department Roll-out

Implementers will configure OnBase for (7) departments. The overall configuration will consist of the following:

- Configure Doc Types – 500 total
- Configure Scanning Queues – 24 total scan queues
- Configure Forms – 80 hours
- Configure Workflow – 320 hours

2.3.1 Configuration Assumptions

OnBase Doc Types: Configure Document Groups, Document Group Types, Keywords, User Groups and User Rights based on information organized and provided by the Client with guidance from Implementers' Project Managers. Limited to 500 total document types;

- County staff will perform any additional configurations or Implementers pay be contracted to perform additional work through the change order process.
- Create Import requirements for documents entering the system based off of keywords established for each document type.

OnBase Scanning Process: Project management teams will work with departments confirmed for Phase 1.

- Scan queues will be configured to accept images into OnBase using standard scanning practices such as scanning from multi-functional devices (Production Document Imaging Module), sweeping from network folders, Outlook and Office integrations and batch scanning.
- Indexing methods will be discussed with each department.

OnBase Unity Forms: Integrators will provide two form solutions. 80 hours have been allocated for configuration.

- For Government format-sensitive forms, OnBase Advanced Capture utilizes location based OCR to categorize and index documents.
- Where possible, and within the allocated hours, paper forms can be replaced by OnBase Unity Forms (electronic form solution).

OnBase Workflow: Configuration of basic Workflows for document routing, approval, and email notifications.

Table 3: OnBase Workflow Features

OnBase Workflow	
OnBase Studio <ul style="list-style-type: none"> • Graphical drag and drop business process modeling tool Workflow Engine <ul style="list-style-type: none"> • System Work • Timer Work • Adhoc Work 	Notification System <ul style="list-style-type: none"> • Sends notification messages to users • Workflow available within Outlook

Success Criteria

- Users with proper security can retrieve a stored document from OnBase
- Users with proper security can retrieve and archive documents from Outlook and Office
- Users with proper security will be able to perform a full text search on specific documents. They will also be able to retrieve the documents that are discovered.

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- Scanner locations, decided on by the Client, will be able to scan into their respective OnBase Scan Queues using the Production Document Imaging module. The number of scanners must match the number of Production Document Imaging modules. Indexing features will work as described in the documentation and requirements.
- Users with proper security can complete and submit a Unity Form
- Users with proper security can view and execute the configured designated department workflow
- For revisions, Implementers will add a revision check to the re-index process and attach the new document as a revision to the original document.

2.4 Human Resources and Risk Management - Records Management and Employee Onboarding

2.4.1 OnBase Records Management for HR/Risk Management:

Project Team to define, scope and configure retention, hold and disposition policies for electronic documents for an Employee Personal File. OnBase Records Management controls the retention of all associated business records securely organized within the OnBase Folders interface. The retention cycle of a folder is triggered by an event (or the passage of time), which ties records management strategies into organizational business processes. The module provides cutoff periods, retention plans and multiple destruction options. OnBase Records Management also offers exception handling as well as an administrative management interface.

- Fort Bend County will define:
 - Retention triggers that initiate workflow and the closing of a folder
 - Premier Keywords such as employee ID or Case ID that group documents to a folder
 - List of retention periods to for documents
- As stated in Enclosure 4: Human Resources – Employee Personnel File Process, documents to be included within the Employee Personal Records Series are:
 - Expect Forms
 - Emergency Contact
 - Batch Receipt
 - W-4
 - Public Access Form
 - Retire Enroll
 - Policy Receipt
 - I-9
 - Veteran Info
 - Orientation Acknowledgement Form
 - Evaluation Form 1
 - Evaluation Form 2
 - Training Certificate
 - Exit Interview
 - Resignation Correspondence
- As stated within Enclosure 4: Risk Management – Risk Assessment & Benefits
 - Consent
 - Request
 - Insurance
 - MVR
 - Driver License
 - Employ Authorization
 - DDC Certs
 - 101 Form
 - Letters
 - Master Enroll Forms
 - Medical Support
 - Section 125
 - Marriage License
 - Benefit Waiver
 - Legal Guard
 - Birth Certificates

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- Divorce Decrees
- Social Security
- Annual Enrollment Packet
- New Hire Packet
- Error Reports
- Emails
- Incident Report
- Root Cause Analysis
- Witness Statements
- Police Report
- Pictures
- Videos
- Drug Test Reports
- Exposure
- Experience and Loss Reports
- BN 100 Report
- HR Eligibility of Retiree
- Medical Cards
- Retire Packet
- Rehire Retiree
- A Termination Workflow will be created that will kick-off the retention schedule for the Employee Personal Record Series.
- An Eligible for Destruction Workflow will route eligible records from the Records Manager to the appropriate Human Resource Manager for approval. Upon approval, documents will route for destruction according to the rules defined by the County. A destruction certificate is created and stored.
- Security Keywords are not included as a part of Phase 1; if desired they can be added as a change order.

2.4.2 HR - Employee Onboarding:

Implementers will deploy a solution that will accomplish the following tasks:

- Create a Unity Form to capture relevant applicant information to be used for indexing, while allowing the applicant to submit his or her resume and cover letter from a webpage.
- Configure workflow actions for hiring managers and HR staff.
- Create a repository for all documents associated with new hire acquisition as well as making all associated documentation for a candidate easily available to a hiring manger.
- Offer digital signatures on Unity Forms or for TIFF images that require a signature
- Migration of current HR documents
- Application Enabler retrieval integration to Lawson in Phase 1 is included as a part of AP.

APPLICANT SCREENING:

The process begins when an applicant visits County's website. They choose a position to apply for and the site provides a Unity Form to be completed. This Unity Form is which is configurable to request all relevant information that the County deems necessary. The Unity Form capability also supports document upload, such as a cover letter and resume. The completed Unity Form, cover letter and resume are pulled into OnBase when the applicant hits "Submit".

Upon submitting the application, the applicant is presented a page requesting to disclose Equal Employment Opportunity Commission

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(EEOC) information. The provided EEOC information will be managed according to compliance requirements.

Workflow actions send emails to both the applicant thanking them for their application and a hiring manager informing them that an application has entered their workflow queue. In addition, the IDOL Automated Full Text Indexing module (IDOL) performs a full OCR action on the page, enabling full text search capability. The County will be able to search all of these documents for specific certifications for other job postings.

Once a candidate enters a hiring manager's queue, actions can take place inside Unity Client, within Outlook, or through an iPad/mobile device to approve any workflow activities. These actions may include but are not limited to approve and schedule an interview, deny (no match), route to another manager or hold.

APPLICANT REVIEW:

When a manager schedules an interview, OnBase will issue a notification email to the candidate with possible dates and times for an interview. When a response is sent back to the hiring manager, the hiring manager confirms it. OnBase receives the confirmation, and an email as well as a calendar invitation message is delivered to all participating parties.

Following an interview, a hiring manager takes the next steps within OnBase. This may include uploading notes, scheduling a second interview, dismissing the candidate or advancing to the next phase – extending an offer letter.

OFFER LETTER:

OnBase will then create a form letter, based on County policies. These form letters are created through the Document Composition module (not currently owned). Customized variables that may change based on the offer can be entered at a prompt screen. The offer letter is generated as a part of workflow by a hiring manager and then routed for review by any individuals that are required to sign off on the hire. In the example shown in the demo, the offer letter is reviewed first by another member of HR and once more by someone within Finance. The offer letter may be edited within Word and uploaded back to OnBase from within the application with Office Integration. Once approved, workflow actions create a PDF rendition, and the offer letter is sent via email to the candidate.

**ADMINISTRATIVE
NEW HIRE CYCLE:**

Upon acceptance and confirmation, departments across the organization can be notified via workflow actions that a new employee has been hired, so that the appropriate preparations may be made such as the ordering of supplies or protective equipment and communicating with payroll. Finally, checklists may be generated to ensure that all necessary documentation is received from a new hire to ensure compliance with federal and state law. When documents are missing, Implementers will configure OnBase to issue email notifications to both the new hire and HR of any missing information.

ADDITIONALLY:

For any documents that require an electronic version of a physical

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signature, the Signature Pad interface enables for real-time signing of TIFF images and OnBase Unity Forms within the OnBase Unity Client. The original image is altered with the signature that is scratched on a Topaz signature pad device.

2.5RQ Electronic Records Management Solution (ERMS)

2.5.1 RQ ERMS – Physical Records Management

With 180 hours reserved for implementation and the tailoring of the ReQuord Electronic Records Management solution, Implementers will assist County records managers in converting current manual processes around the request, delivery and management of files to ReQuord ERMS.

- Implementers will provide a defined format to convert current data from the existing environment.
- Fort Bend County will be responsible for preparing current data for the conversion
- All design changes will be mocked up and signed off on prior to changes being made.
- If additional work is needed, project change requests will be mutually agreed on and signed off on by both parties.

Success Criteria

- Ability to create a box
- Ability to request a box
- Ability to create a file within a box
- Ability to request a file within a box
- Ability to print a box barcode sheet
- Ability to scan a box
- Ability to search for a box by series
- Ability to create a run sheet for delivery
- Ability to search for an image associated with a file within a box

2.6 Lawson AP Solution

The Integration for Lawson connects transactions managed in Lawson and the associated documents and processes in OnBase. Users manage documents right from their Lawson screen and data remains in sync.

2.6.1 OnBase Lawson Solution

- Application Enabler – 2 enabled screens are included – one for AP and one for HR
- Unity API – 2 and 3-way match for Purchasing, Commissioners Court, and Finance is included.

Configuration Assumptions

a) OnBase Application Enabler

Integrators and the county will configure and deploy Application Enabler and Unity API to allow for 2-way communications of index values and documents to occur between OnBase and Lawson.

- The OnBase Unity API module will automatically connect documents scanned into OnBase and business objects created in Lawson.
- Processing and approving documents are easily done within Lawson or in the future can utilize OnBase Workflow.
- County users will retrieve linked documents from their Lawson interface or any of the OnBase clients such as Unity or the Webserver.

Success Criteria

- Users with proper security can retrieve a stored document from OnBase
- Users with proper security can scan or attach a document to OnBase

b) OnBase Unity API

A/P Invoice Routing and Approval. Our experience has shown that this will take approximately 1000 hours of professional services time but it varies by customer and after a detailed scope. 1000 PS hours have been allocated for implementation, design, and configuration.

- We plan to develop (1) AP Coding Form to assist in the processing of invoices.
- We plan to develop (10) Workflow Queues for routing approval of invoices.
- We plan to develop (1) Queue for Purchasing to resolve PO exception handling.
- While the 3-way match will process expenses, there is no additional time allocated to this, but if time is left over from the 3-way match, it could be used toward this (for PCard expenses).
- We assume receiving will be conducted within Lawson.
- This does not provide a Supplier Portal; however, this can be provided upon request and as part of the Change Order Process.

An estimated AP 3-way match and invoice routing/approval solution time line includes:

- Discovery and Solution Development (4 weeks)
- Planning (2 weeks)
- Technical Design Review (1-2 weeks)
- Implementation (6-8 weeks)
- QA Testing (2 weeks)
- Training and Rollout (2 weeks)

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Lawson AP Solution Micro Tasks:

Task Name	Duration
Lawson AP Full Solution	200
Scope and Design	40 days
Create Business Requirements Document	30 days
Create Technical Design Document	10 days
Scope and Design Complete	0 days
Implementation	160 days
Capture Solutions: ICAP/Mailbox Importer	15
Config ICAP-Test Environment	
Config ICAP-Production Environment	
Create Scan Queues-Test and Prod	
Mailbox Importer-Test and Prod	
Implementation Phase: Integrations	40
Load and Configure Doc Pop for Lawson	
Configure HR Solution	
Set-up for Basic Doc Management for HR	
Configure 3-Way Match	60
Workflow, Scripts and Validations	
Configure Blanket PO	
Configure Receiving	
Configure 2-Way Match	30
Workflow, Scripts and Validations	
Configure Multiple PO Logic	
Configure Non-PO	20
Workflow, Scripts and Validations	
Implementation Complete	0 days
Project Delivery	40 days
Testing and Documentation	12 days
Create End User Documentation	1 day
Requordit QA	10 days
Requordit Defect Clean-up	10 days
Internal Review/Acceptance	2 days
Technical Review	1 day
Business Stakeholder Review	1 day
Client Presentation	1 day
Training and Client Testing	26 days
Train the Trainer	1 day
Train the Tester	1 day
End User ICAP Training	1 day
Customer Testing	20 days
Requordit Issue Resolution	20 days
Project Delivery Complete	0 days
Deployment	1 day
Project Sign-off	0 days

2.7 Data Migration Service

- Implementers work with County to understand the types of documents and index data to migrate from existing image repository.
- If the foldering structure is consistent, it will be utilized to help properly store and index documents.
- Additional fees will apply if foldering is inconsistent.
- Alternatively, the county can self-direct the conversion of documents at its leisure.
- Client will be responsible for providing any security or process concerns for each document type to ensure entire solution day forward will, at a minimum, meet current security
- All of the additional converted data will then be imported into ReQuord ECM in 20,000 document batches.
- Once the GAP data has been moved and the information has been through the quality check process, Implementers will require County to sign off on the completeness of the image content migration.
- Critical to the completion of this deliverable is the involvement of the Subject Matter Experts from the Client. It is assumed that adequate number of Client personnel will be tapped to help in validating the data. In addition, the Client will also be responsible for converting the proprietary data.

2.7.1 Service Assumptions:

We have developed a proven approach to converting existing imaging content to OnBase in concert with data conversions. Our methods provide for a smooth and deliberate transition between systems while respecting the fact that the County cannot afford downtime or lack of access to the image content. Our approach is as follows:

- Work with the County to understand the types of documents and index data that exists in the existing image repository. This will provide details necessary to create a field mapping scope document for the conversion. We will also explore any security or process concerns about each document type to ensure the entire solution day forward will match the data mapping of the historical information. Once the scope is completed, it will be reviewed by the County and signed off as complete.
- ReQuord will develop a strategy using one of its many tools for exporting information from the original database into a delimited text file.
- OnBase stores all documents in their original file type.
- A test transfer file will be developed from the exported data and imported into OnBase for each of the target document types in order to fully test all aspects of the OnBase solution prior to beginning the data conversion. Once the target system and the transfer file have been finalized, the County will be asked to review and sign off as complete so we may begin the conversion process.
- Now that the target transfer file has been finalized, we have the information necessary to use its existing data conversion utility to migrate the image content out of the existing image repository to a temporary location. This file location will have the data files and a separate txt file containing the index and file information for the import process. We will run the output processes in batches of 20,000 documents in order to facilitate a manageable quality assurance review process for both our team and the County. This outbound migration process will occur in two steps. We will export all data present from the start date until the completion date of the initial conversion effort. All of the converted data will then be imported into the OnBase solution in 20,000 document batches. Once all batches have been imported and confirmed to be good through the quality check process we will begin the GAP data move.
- The GAP data move will be a quick export and import of the data that has been added to the existing system from the beginning of the conversion up until the day you go live with OnBase. We can

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quickly move the GAP data and roll to go live to provide a seamless transition with literally no down time for the County.

- Once the GAP data has been moved and the information has been through the quality check process, ReQuord will require each County to sign off on the completeness of the image content migration.

Completion Criteria:

- Users with proper security can retrieve a stored document from OnBase
- Users with proper security will be able to perform a full text search from within an OnBase and be able to retrieve the documents that are discovered (specifically designated documents).
- Users with proper security can send and print documents from OnBase to predefined network printers
- Users with proper security can retrieve and archive documents from Outlook and Office

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2.8 Training

Implementers provide training as early and as often as any new project may demand. The purpose of training in the project preparation phase is to ensure that the identified Project Team has the skills and knowledge required to actively participate in the OnBase solution implementation from start to finish. Training also involves preparing the day-to-day users, end users, for success. The Client Services Manager and Project Lead work with your organization, aligning testing and training strategies.

We recommend completing the OnBase Admin course and the basic OnBase 101 class before committing to further training. Throughout our implementation, appropriate client personnel have the opportunity to be trained on each solution we deploy. Training includes documentation and training videos to assist.

Over the course of the project (4-5 onsite visits),

OnBase Training Options		
Visit	Subject	Description
	Basic OnBase 101 for all users	Introduces the OnBase smart client and highlights OnBase functionality including scanning, searching, using custom queries, document types, keywords, security, and Workflow for end users within their departments. Also includes introductions into Microsoft Office and Outlook Integrations. <i>45 minutes</i>
	WorkView: RQ ERMS Vendor/Contract Management	<p>Training geared towards WorkView Solutions like RQ ERMS and Vendor/Contract Management. Users will be provided with all the information to work within the applications daily. <i>45 minutes each</i></p> <p>RQ ERMS</p> <ul style="list-style-type: none"> • Request boxes and files • Create boxes and files • Search for boxes and files • Generate Barcodes <p>Vendor/ Contract Management</p> <ul style="list-style-type: none"> • Create a request, new vendor, new contract, and new contact • Execute workflows for reviews and approvals • Search for a vendor and contract
	Solution Specific: Lawson	Introduces OnBase integrations to users of third party applications such as Lawson. This training will focus on actions both within OnBase and the third party application. <i>60 minutes</i>
<p>The Phoenix Team members will provide training to end users and the technical staff that will be administering the OnBase solution for OnBase. This training will be on-site and accompanied by documentation focused on your solutions. Each visit, multiple classes can occur per day to ensure that all users across the County have ample opportunities to attend.</p>		

We recommend completing the OnBase Admin course and the Phoenix provided classes before committing to further training. The OnBase Certification programs listed below recognizes professionals

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who successfully demonstrate their OnBase technical knowledge and practical experience by designing, implementing, administering, and enhancing OnBase solutions. Each course is available online or at a designated location across the country at various times throughout the year.

OnBase Training Options		
Class	Cost	Description
	\$ 2,800.00 Or \$ 3,000.00 <i>Online</i>	5 day course that gives OnBase professionals dedicated to the technical support function an opportunity to develop practical skills for diagnosing and troubleshooting common support issues.
	\$ 2,800.00 (quoted) Or \$ 3,000.00 <i>Online</i> (not quoted)	5 day course that introduces an OnBase System Administrator to the use, maintenance and administration of OnBase day-to-day activities.
	\$ 2,800.00 Or \$ 3,000.00 <i>Online</i>	5 day course introducing the aspects of workflow design in training scenarios that require students to employ multiple functions.
For more in-depth training, Hyland onsite classes are 5 day intensive course that give an in-depth look at every aspect of the studied subject matter. The prices above are per attendee.		

2.8.1 Service Assumptions

Training Services Include:

1. Documentation (provided as electronic pdf and word)
 - a. User Guides
 - b. Quick Reference Guide
2. Onsite Training (4 to 5 trips – 2-3 days each)
3. Quick reference Videos, *when requested*

2.8.2 End User Training Plan

A key activity for the successful readiness of the solution involves identifying and delivering training to the right people at the right time. Training is the foundation for organizational acceptance, as it provides end-users with the skills and knowledge necessary for operating the new system. The anticipated approach includes:

Objectives

The primary goal of the training plan is to support users in performing their jobs effectively in the new functional environment using the OnBase functionality. This document will serve as a guide that enables consistency while recognizing the aforementioned need.

The specific objectives of the End User Training Plan are to:

- Provide end users with an overview of the various functions within a business process.
- Train end users how to execute new and/or revised business processes and the appropriate performance support tools (Training Level 2 – Product Literacy).

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- Combine business process training with OnBase system training so that end users understand how their specific tasks fit in with the overall business event.
- Educate and train end users with the knowledge and skills they will need to proficiently perform in the new environment by matching the required learning to each system role.
- Provide a base plan and guidance to the training team to determine the most effective way to deliver the training.
- Ensure that employees display competency in their areas of responsibility by executing 'Day in the Life' exercises (Training Level 3 - Job Competency).
- Deliver Just-in Time training. This training should occur as close to each rollout Go-Live as possible to prevent skills degradation in employees due to inactivity.
- Establish a foundation for continuous skills development and improvement.
- Determine the most effective way to deliver training.
- Train the right person at the right time with the right material to ensure self-sufficient users.

Approach

The Implementers training approach takes into account best practices and lessons learned. To that end:

- **Training will be role-based** – Role-based training refers to training that maps the end users to the training courses in their role. The courses are grouped around a specific business process. Your project team(s) will assist the Implementation team with mapping training roles to positions in the business.
- **Training will be "Just in Time"** - Every effort will be made to provide training as close to "Go Live", as is possible and practical.
- **There will be three levels of training** - Most resistance to change can be traced to fear. "Will I have the skills and knowledge to be able to perform my job in the new environment?" To minimize this fear, a key component of our approach is to provide three levels of training.

Level 1 - Conceptual Education: To ensure that users understand the totality of the business process and where they fit in, they will be exposed to the following overviews:

- OnBase Solution Overview
- Major Process Overview of the processes their role fits
- Process Overview that identifies the steps and transactions in their role, including interactions with other roles

Conceptual Education answers the following questions:

- Where do I fit into the process?
- Who will I interface with?
- When do I do something and why?

Conceptual education can be completed remotely or onsite:

Level 2 – Product Literacy: Literacy is the ability to understand the individual transactions in a role. Our instructors and your trainers use the "Tell – Show – Do" approach to facilitate literacy. System navigation would be part of Level 2. Level 2 is intended to show users "How" to perform an individual transaction.

Level 3 – Job Competency: While conceptual knowledge and product literacy is important, putting it altogether on the job is a different story. Therefore, "Day in the Life" exercises, that simulate the users' job responsibilities, will be provided. During training, instructors will conduct these exercises before class is adjourned, if facilities permit. To meet these best practices, the Training approach has eight (8) components:

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1. Training Needs Analysis

The Needs Analysis is a spreadsheet that will provide demographic employee data. This information will assist the Core Training Team in verifying how many trainers and classrooms are needed, as well as 'where' and 'when' the need will exist.

2. Role Mapping

A key part of planning for end user training is Role Mapping. This process ensures that each employee is trained in the Role(s) they need to do their job.

3. Training Material

Training material will include: Course outlines, Instructor Guides, User Guides, Quick reference guides, and Quick Videos

4. Curriculum

The curriculum is the list of courses identified for large projects.

5. Super User and Trainer Network

Super Users will be identified to prepare for and support training and provide post go live support. The training team will recruit a team of Super Users who will become an integral part of the Implementation team. The number of Super Users required will be determined by the information collected in the Role Mapping exercise. A sub set of Super Users will be selected as Trainers. Other super users may assist instructors to support the Instructor led training classes. Trainers will participate in our proven Train the Trainer program.

6. Training Logistics

Training Logistics activities includes the following:

- Assessing the suitability of each training facility
- Scheduling when and where each training session will be held
- Preparing each training facility subsequent to selection
- Ensuring all necessary documentation has been appropriately disseminated prior to commencement of each training event

7. Roll Out Plan

Organizing the roll out of training is where the rubber meets the road. Therefore, a detailed rollout plan is necessary to insure all the activities can be communicated and the organization can prepare for the event.

Expected Outcomes:

- A needs analysis identifying all users by location and function.
- A course audience matrix that indicates who has been mapped to what role/course.
- A training client (environment) strategy and refresh plan.
- A detailed Curriculum.
- Course training materials.
- A roll out plan.
- A logistics plan.
- A cadre of trainers

2.9 Change Management Services

Our Team is at the forefront of business process reengineering and implementation. Our consultants look beyond standalone solution implementations. Instead, they examine the entire integrated business process and design, configure, enhance and test an OnBase system as a whole – a holistic approach that we call the **Proven Implementation Framework**.

The **Proven Implementation Framework** is illustrated below:



The Proven Implementation Framework

As shown in the diagram, the Proven Implementation Framework is comprised of four components, which are described in detail below.

1) ASAP Solution Implementation Management

The Implementer focuses on Total Solution Management using the Accelerated (ASAP) methodology. The ASAP methodology is a Business Process Management method developed by SAP that is based on a comprehensive set of business process integration and engineering principles. These principles, which have been derived and developed over many years of real-world project experience, represent a fusion of best practices and have been proven to create and deliver true value to clients.

The Implementers utilize the ASAP methodology as a standardized guide to establish project phases, define tasks, and maintain high-quality deliverables. By combining the **Proven Leading Practices Project Management Methodology** [described in 2) below] and the ASAP methodology, an effective implementation methodology is available to realize the following:

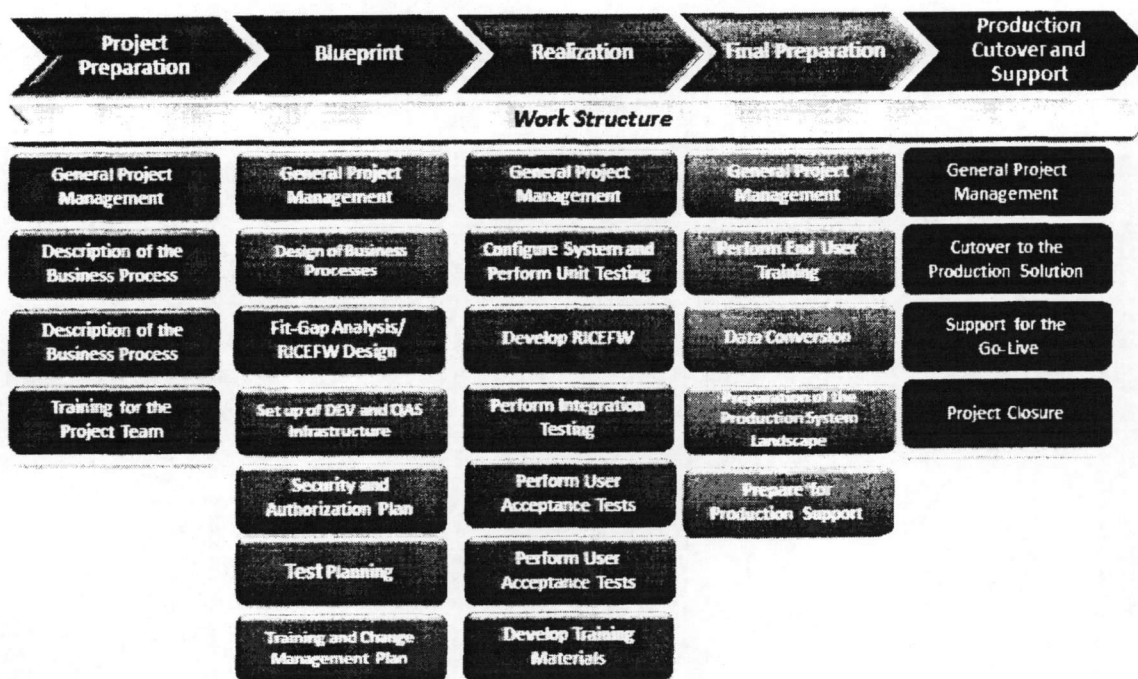
- Streamlines implementations
- Dramatically reduces project risk
- Significantly reduces implementation costs

The integrated ASAP methodology provides the foundation for the following:

- Ensures that a project is run in accordance with strict quality control standards
- Provides a disciplined approach to project management and implementation
- Greatly facilitates Organizational Change Management
- Supports focused Total Solution Management

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The ASAP methodology also supports project teams with templates, tools, questionnaires, checklists, guidebooks and accelerators. Through ASAP, Implementers are able to exploit the power, accelerated features and tools already built into OnBase solutions.



ASAP Implementation – Project Phases

The ASAP methodology divides project implementation into five phases, which are described in detail below.

Phase 1: Project Preparation. In the project preparation phase, the project team defines project goals, a high-level scope and a project plan. Executive sponsorship is secured, and the project standards and organization are set up. The implementation strategy is defined and approved. At the same time, the project procedures, standards, organization and staffing are finalized. Roles and responsibilities of the entire project team are agreed upon and documented. The objectives of the project are validated and all initiation activities are documented in the project charter.

Phase 2: Blueprinting. During this business blueprint phase, solution and technical designs are described in a formal business blueprint document. Lead by solution and industry experts, a series of structured process workshops are planned and executed to arrive at the "to-be delivered" OnBase enterprise solution. All available documentation for standard, delivered support for business scenarios and all relevant preconfigured support for best and leading practices are reviewed and discussed with Subject Area Experts. All functional and technical requirements, coupled with project issues and gaps, are documented in the OnBase application management solution (OnBase Solution Manager).

Phase 3: Realization. In the realization phase, the OnBase software system is configured and tested in a number of cycles. Initially, the baseline configuration, which represents the core business process settings, is performed, tested, and confirmed. This is followed with a series of configuration and development cycles to implement the entire end-to-end solution. The solution is tested in a number of cycle tests and then in focused, end-to-end integration testing. Configuration is also documented. All developments such as enterprise services, interfaces, data conversion programs, reports and any

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required enhancements are built and documented. Legacy data conversion programs are created and tested. The production system is also installed during realization.

Phase 4: Final Preparation. Within the final preparation phase, all systems are known to function correctly following completion of integration testing and all related issues resolved. Detailed transition and cutover plans are created. The customer support organization is established. The production system is finalized with transports and customer data. At the end of this phase, the production system becomes productive and business operations start in the new environment.

Phase 5: Production Cutover and Support. The purpose of the production cutover and support phase is to move from a pre-production environment to live production operation. A readily-accessible production support organization must be in place to support the end-user community, not just for the first critical days of productive operations, but also for long-term support. This phase also ensures solution operability, which is the ability to maintain IT solutions in a functioning and operating condition while guaranteeing systems availability and required performance levels to support the execution of the enterprise's business operations. The recommended starting point of the phase is an assessment of solution operations to identify the relevant standards to be established or improved. The central operations platform is OnBase Solution Manager, with the solution described using final project documentation.

2) Proven Leading Practices Management Methodology

Over the years, our team has developed a set of industry-leading practices for Public Sector business process transformation initiatives. These Leading Practices, created and codified by Phoenix's founder Hanif Sarangi, are a key differentiator of Phoenix from other firms in the industry and are called the **Proven Leading Practices Management Methodology**. Our Leading Practices Management Methodology, successfully utilized at over 60 Public Sector organizations, represents a fusion of operating principles, work products and guidance that has been proven to lead to true value creation for our clients. Incorporating and managing these Leading Practices during the implementation allows us to bring valuable experience to our clients. Our methods embody our core values and allow us to provide a proven approach to implementing solutions for Public Sector organizations with consistent delivery, quality of service and measurable value that is aligned with ASAP Methodology and PMI's Project Management Body of Knowledge (PMBOK) [described in 4) below].

The Implementers' Leading Practices Management Methodology has provided our clients with the following benefits:

- **Reduced total cost of implementation** by embedding Integrated Service Delivery (ISD) principles into a streamlined ASAP implementation roadmap
- **Transparency of value delivery** through consistent business case reflection
- **Effective project governance** and quality management
- **Tighter adoption of leading procedures** within the Public Sector operational value chain
- **Reduced risk, managed scope and high quality** throughout the entire project life-cycle, from evaluation through delivery
- **A strong, cohesive working relationship and partnership**

3) Integration-Focused Business Process Management

Most ECM for Public Sector implementations are designed using an ECM component (functional) approach (e.g., budget management, general ledger, accounts payable, accounts receivable, asset accounting, purchasing, inventory management, etc.), which often results in system integration issues that are not identified or understood until integration testing is performed. Consequently, there may be a significant amount of unplanned re-design and re-work necessary to address these integration issues

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or a less-than-optimal system may be placed into productive use, which often results in even more resources to re-integrate or re-implement the system.

The Implementers rely on **Integration-Focused Business Process Management** which focuses on OnBase for Public Sector end-to-end business process efficiency improvement. Discussions and analyses highlight the underlying integrated business requirements, supporting functional activities and overall Public Sector accounting and control integration. This approach results in more comprehensive initial design of the system and minimizes re-design and re-work during realization, testing and productive use.

4) PMBOK Guide Compliant

The Proven Implementation Framework is centered on the best practices set forth in the **Project Management Body of Knowledge (PMBOK) Guide**. These practices represent a set of principles that provide a standardized methodology for achieving excellence for initiating, planning, controlling, executing and closing a project. Not only does this framework significantly reduce the risk to an implementation project, it also has an intrinsic capacity to improve the operations of an organization as a whole.

2.10 Post Production Support

Help Desk Plan

We strive to provide you with the best support services in the industry and understand that our partnership with your business depends on our ability to provide you with timely, outstanding service - this is our ongoing commitment.

Annual Maintenance

The annual maintenance plan entitles our clients to contact our Client Services professionals with questions regarding their solution at any time.

To ensure answers to your questions as efficiently as possible, we provide a response time of 60 minutes on any call or email logged through our Support Desk. Each incident will be responded to via phone, email or if necessary, via more 'hand's-on' methods of remote connection.

Each of our clients is entitled to free software upgrades within the yearly term of their Annual Maintenance Plan as detailed in your Maintenance and Technical Services agreement with Requordit Inc. To confirm the dates of your annual term, you may refer to your Annual Maintenance Plan invoice or contact your Sales Professional for further information. The software can be downloaded from the client portal after confirming the build and version you require with our support staff. Services for implementing upgrades are not included as part of your annual fee but can be purchased from your account manager. Premier Plan hours can be used for upgrades if your organization qualifies to receive the Premier Plan or has opted to purchase the Premier Plan with your maintenance renewal.

Premier Plan Eligibility / Purchase Option

You are eligible for the Premier Plan when your organization pays \$50,000 or more in annual maintenance fees for software to Requordit. If you qualify, you will automatically be enrolled into the Premier Plan. Organizations that wish to purchase the Premier Plan can do so by ordering it during the renewal period. The cost for the Premier Plan is \$2,750 annually for those who do not qualify. Please let your account manager know if you are interested in enrolling in our Premier Plan.

Premier Plan Benefits

Our Premier Plan provides Premier Hours of services to assist in "Routine Support Service" that are normally billable through our professional services group. These services are to support the ongoing maintenance of the solution such as upgrade support, scripts that are used to update or clean up items in the database when maintaining or moving parts of the solution. They are not for deploying new solutions or writing of any custom code. The Premier Hours are calculated with the following criteria.

Option A —> If you purchase the Premier Plan you will receive 20 hours of Premier Plan Service hours with your purchase.

Option B —> If you are eligible for the premier plan due to your organization paying a qualifying amount of maintenance fees as described above, we will calculate 5% of total maintenance paid and divide it by \$185 = Total Premier Hours. You will be awarded either 20 hours, or the result of the formula, whichever is greater.

You will receive a notification each year upon receipt of your Premier Maintenance Plan renewal detailing your plan and the hours available to you for support services.

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Solution Support Contact Information

Email or call REQUORDIT Solution Support 24 hours a day, 7 days a week. A REQUORDIT Solution Support Professional will respond to your issues during regular business hours within 60 minutes by phone or email. If after normal business hours, the initial response will work to determine if the issue is critical. If the issue is deemed to be critical by the client, work will begin immediately to resolve the issue. Please note additional fees may apply and would be detailed in your maintenance and technical support agreement. Premier Hours can be used to support these after-hours functions. Non-critical issues will be responded to first thing the following day.

Support by Email: Support@REQUORDIT.com.

Support by Phone: (312)-332-9200 option (3)

Telephone support is available from REQUORDIT Monday through Friday during normal business hours 8:00 a.m. to 5:00 p.m., Central Standard Time.

Online Incident Tracking

REQUORDIT Support Incident tracking may be accessed via the REQUORDIT Client Site. <https://access.requordit.com/>. You can view status of your support incidents on a Support Incident screen (see below).

Client Portal

The REQUORDIT Client Portal is available to each of our clients, enabling them to view the status of pending requests in real time (as seen below). To ensure you are always getting the most out of your solution, the most up-to-date version of your software solution is always available through the REQUORDIT Client Portal for download.

Support Incident tracking may be accessed via <https://access.requordit.com/>

The screenshot displays the REQUORDIT Client Portal. At the top, the logo and navigation links are visible. Below the logo, there's a sidebar with links like Home Page, Incident Tracking, New Incident, Download Library, File Transfer, Invitations, and Contact Us. The main content area shows two tables: 'Currently Open Incidents' and 'Recently Closed Incidents'.

Currently Open Incidents

Control Number / Create Date	Incident Description	Status	Opened By
11-21-2011	Fax Dead	Invest-gating	
11-21-2011	Need to view Musketeer Movies on iPhone	Invest-gating	Micken Mouse
10-01-2009			

Recently Closed Incidents

Control Number	Incident Description	Closed	Opened By

At the bottom left, contact information is provided: 312-332-9200 and www.requordit.com.

Client Responsibilities

The client is responsible for the following:

- Communications hardware and software as agreed upon by the client and REQUORDIT.
- Establishing an adequate and/or dedicated remote connection.
- Provide access to a machine with access to all solution components, directories and software.

When contacting REQUORDIT Support, please be sure to provide the following solution information:

- Company name

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- Contact name
- Phone number and email address
- A brief but as detailed as possible description of the issue:
 - Describe the urgency of the issue
 - Does this affect more than one workstation?
 - Are the network and servers that are part of the REQUORDIT Solution functioning properly?
- Product(s)
- Product version
- Operating system
- Operating system build
- Operating system service pack
- Last configuration changes to the server(s) or workstation(s) involved

Online Services

Updates are available from the REQUORDIT Client Site or by the REQUORDIT File Transfer Protocol (FTP) site.

requordit

Logged in as demo@requis.com Logout Profile Management

CLIENT PORTAL

Home Page
Incident Tracker
New Incident
Download Library
FAQs
Contact Us

312-332-9200
www.requordit.com

Some of the ZIP files are password protected, please contact Requordit Support to acquire the password.

OnBase Client

OnBase Client	629.10 MB
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OnBase Documentation

OnBase Documentation	0.44 MB
OnBase Documentation	0.44 MB
OnBase Documentation	0.02 MB

OnBase Modules

OnBase Modules	7.93 MB
OnBase Modules	0.10 MB
OnBase Modules	0.13 MB
OnBase Modules	1.53 MB
OnBase Modules	7.03 MB
OnBase Modules	0.63 MB
OnBase Modules	0.63 MB
OnBase Modules	0.81 MB
OnBase Modules	21.73 MB
OnBase Modules	2.55 MB
OnBase Modules	2.55 MB

Please contact REQUORDIT Solution Support prior to downloading from this site. When contacting the REQUORDIT Solution Support Department, please provide your company name, product and version desired. A REQUORDIT Solution Support Professional will verify that you have an active Maintenance Plan and then provide via email the passwords for the download and extraction of the software update.

Remote Support

REQUORDIT suggests that every client configure remote connection software to facilitate remote support assistance. With a remote connection, our Solution Support Professionals will connect directly into the client's system to fix most problems with little or no user intervention/disruption. This is an extremely efficient way to help clients maintain their solution.

Remote connection support software REQUORDIT uses are:

- GOTO Meeting (REQUORDIT preferred method)
- Citrix
- Terminal Services
- WebEx

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System Maintenance

While REQUORDIT can assist you with any questions relating to our solution, proper system maintenance by the user will greatly improve overall system reliability and performance. General system maintenance and version updates of third party software are recommended and encouraged. If you are unsure of the suggested maintenance for your system, please contact your third-party provider.

3. Project Staffing, Roles & Responsibilities

3.1 The Implementers and County Staff Roles

Listed below are the expected staff member roles for Fort Bend County and the Implementers. The tasks and activities that each of the roles are respectively responsible for is also identified. The level of responsibility of each role and task is listed in the subsequent table.

The Staffing Plan documents the estimated hours per month per role to be contributed to the project by both the County and the Implementers. As the professional service hours are currently quoted, if the County does not use all of the estimated professional service hours for the implementation of a specified individual software module below, then the remaining hours may be applied to implementing a separate software module.

We recommend that one or two Fort Bend professionals be dedicated to providing ongoing operational support. One OnBase administrator is required. A second resource would be beneficial to providing backup and disaster recovery capabilities in case the first resource is not available. For many of our clients, the OnBase administrator role is one part of their responsibilities, as the software is intuitive, and the Requordit and Hyland Software training resources provide ample opportunities for ongoing training. In addition, the need for customized programming requirements is minimal, and can be accomplished with a resource that is proficient in industry standard scripting practices.

The primary purpose of this resource is to provide high level technical support to the robust users and administrative staff indicated in the rollout plan. In addition, this resource will work with the individual departments to configure the OnBase software after the processes and needs have been completed.

As mentioned above, the project would require cooperation from the County IT Department. For this project, we estimate that we will commit and require the following resources:

Table 10: The Implementers and County Staff Roles

Implementers Project Team		
Role	Personnel	Responsibilities
Executive Leadership	Hanif Sarangi (Phoenix)	<ul style="list-style-type: none"> Chiefly responsible and accountable for the project's success. Provides guidance and input to project leadership and the Executive Steering Committee.
	Mark Buckley (Requordit)	<ul style="list-style-type: none"> Offers resolution to critical solution issues. Review the integrity of the work performed. Resolves high-level management issues.
Project Manager	JL Diaz (Phoenix)	<ul style="list-style-type: none"> Involved in the day to day project operations as the point of contact for the Implementers. Responsible for outlining and addressing project goals, success criteria, and issues that may arise during implementation. Ensures project plans and timelines are up to date. Provides counsel to County. Participates in project status meetings. Works with the County to identify quick-wins.

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Implementers Project Team		
Role	Personnel	Responsibilities
Project Coordinator	Broc Horvat (Requordit)	<ul style="list-style-type: none"> • Compose project documentation • Provide support for comprehensive end-of-year or program analysis • Aid in management of client budget(s) • Facilitate the development and execution of activation strategies, plans, and activities • Conduct research in needed areas and/or for new opportunities • Assist with the evaluation of renewal contracts and new relationships • Contribute to team spirit on the account team, including contact with client(s) • Assist Paragon management in the implementation of Paragon goals and objectives, including but not limited to, new business development • Perform other duties as assigned
Lead Consultant	Adan Miranda (Requordit)	<ul style="list-style-type: none"> • Responsible for outlining and addressing project goals, success criteria, and issues that may arise during implementation. • Ensures project plans and timelines are up to date. • Provides counsel to County. • Participates in project status meetings. • Works with the County to identify quick-wins.
Business Analyst	Sally Mohr (Requordit)	<ul style="list-style-type: none"> • Formally defines project scope, plan and completion sign-off. • Manages day to day project operations including implementation, system integrations and data conversions. • Allocates the deployment of Requordit resources. • Meets with County for periodic solution reviews. • Approves and manages Project Change Requests.
Senior Designer Analyst/Implementer	Brian Sullivan (Requordit)	<ul style="list-style-type: none"> • Project Lead Implementer. • Project Designer/Code Reviewer. • Provides programming and development best practice methods to the overall solution. • Responsible for project's quality assurance.
Senior Implementer	Bill Burtelson (Requordit)	<ul style="list-style-type: none"> • Project Implementer. • Provides programming and development best practice methods to the overall solution. • Responsible for project's quality assurance.
Project Support	Diana Rettig (Requordit)	<ul style="list-style-type: none"> • Support efforts necessary to meet project goals and success criteria. • Ensure project plans and timelines are being met. • Provide support to project team and counsel to County. • Participates in project status meetings. • Supports areas of information or planning deficiencies. • ECM Best Practice advocate.

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County Technical Project Team:

Role	Count	Effort	Effort Description
Project Manager / Business Analyst	1	100%	Involved in the day to day project operations as the point of contact for the county.
System Administrator	1	50%	Need to be trained (hands on) on how to trouble shoot the system. Will be given skills to analyze how to solve and process ECM issues.
Database Administrator	1	10%	Involved in database setup /back up and optimization
Security Administrator	1	10%	Responsible for ensuring that the team will have the proper access to the system. Needs knowledge of Single Sign On.
Web Administrator	1	10%	Responsible for integrating OnBase with the web portal
Programmer	1	10%	They will be responsible for developing any reports, interfaces, conversions, enhancements that will arise from the design stage

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3.2 Project Milestones, Payment Schedule, and Roles

The table below maps the responsibilities for each team member over the course of the project. The assignment of roles and responsibilities has been made in order to achieve a continuous and effective transfer of knowledge to facilitate the long term support of the system by County staff.

Project Timed Payments:

Software Purchase	
Software down payment at the time of contract approval	50%
Software payment 90 days from contract approval	50%
Maintenance Enrollment	
Maintenance down payment at the time of contract approval	50%
Maintenance payment 90 days from contract approval	50%
Project Management Services	
Project Management: Billed monthly as professional services not to exceed \$37,000.	Monthly Billing

Projects Milestones and Milestone Payments

Key Activities	Milestones	County Requirement OnBase Project	Lead/Assist Implementers	County
OnBase Implementation Planning	1.0.0	Project Planning and Scoping		
Project Start (prior to kickoff)	Payment	\$24,975		
Implementation Plan/ Master Work Plan	1.0.1	Project Execution	Lead	Assist
Project Roles and Responsibilities Matrix	1.0.2	Project Execution	Lead	Assist
Issue Management Plan	1.0.3	Project Execution	Lead	Assist
Scope Management Plan	1.0.4	Project Execution	Lead	Assist
Risk Management Plan	1.0.5	Project Execution	Lead	Assist
Project Communication Plan	1.0.6	Project Execution	Lead	Assist
Organizational Change Management Plan	1.0.7	Project Execution	Lead	Assist
Project Team Training Plan	1.0.8	Project Execution	Lead	Assist
Infrastructure Specification Plan	1.0.9	Project Execution	Lead	Assist
OnBase Software Deployment	2.0.0	Software Installation		
Business Requirements Document (BRD): Infrastructure	2.1.0	Solution Execution	Lead	Assist
Prep OnBase Prod, Dev, and Test Systems	2.2.0	Hardware Prep	Lead	Assist
Software Installation and Infrastructure configuration	2.2.1	Deployment/Configuration	Lead	Assist
Deployment for Development, Test, and Production	2.2.2	Deployment/Configuration	Lead	Assist
DEV environment installed	Payment	\$11,000		
Configure Web Server	2.2.3	Deployment/Configuration	Lead	Assist

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Configure Unity Server	2.2.4	Deployment/Configuration	Lead	Assist
Configure File Storage	2.2.5	Deployment/Configuration	Lead	Assist
AD Configuration	2.2.6	Deployment/Configuration	Lead	Assist
Business Requirements Document (BRD) - per dept.	2.3.0	Solution Execution	Lead	Assist
OnBase Document Groups & User Security Plan	2.3.1	Business Process	Assist	Lead
Scan Queue Map for Scanning or Sweep Plan	2.3.2	Business Process	Assist	Lead
Design Workflow (1 per department)	2.3.3	Business Process	Assist	Lead
Design Unity Form (1 per department)	2.3.4	Business Process	Assist	Lead
Configure Document Groups, Document Types, Keywords	2.4.0	Deployment/Configuration	Lead	Assist
Configure Scan Queues	2.4.1	Deployment/Configuration	Lead	Assist
Configure User Security Rights	2.4.2	Deployment/Configuration	Lead	Assist
Configure Workflow	2.4.3	Deployment/Configuration	Lead	Assist
Configure Unity Form	2.4.4	Deployment/Configuration	Lead	Assist
Department Setup	3.0.0			
Department 1	3.1.0		Lead	Assist
Department BRD	3.1.1	Solution Execution	Lead	Assist
BRD Signoff	Payment	\$9,514.29		
Configure Document Types	3.1.2	Deployment/Configuration	Lead	Assist
Unity Forms	3.1.3	Deployment/Configuration	Lead	Assist
Scanning	3.1.4	Deployment/Configuration	Lead	Assist
Workflow (TBD)	3.1.5	Deployment/Configuration	Lead	Assist
User Acceptance	Payment	\$9,514.29		
Department 2	3.2.0		Lead	Assist
Department BRD	3.2.1	Solution Execution	Lead	Assist
BRD Signoff	Payment	\$9,514.29		
Configure Document Types	3.2.2	Deployment/Configuration	Lead	Assist
Unity Forms	3.2.3	Deployment/Configuration	Lead	Assist
Scanning	3.2.4	Deployment/Configuration	Lead	Assist
Workflow (TBD)	3.2.5	Deployment/Configuration	Lead	Assist
User Acceptance	Payment	\$9,514.29		
Department 3	3.3.0		Lead	Assist
Department BRD	3.3.1	Solution Execution	Lead	Assist
BRD Signoff	Payment	\$9,514.29		
Configure Document Types	3.3.2	Deployment/Configuration	Lead	Assist
Unity Forms	3.3.3	Deployment/Configuration	Lead	Assist
Scanning	3.3.4	Deployment/Configuration	Lead	Assist
Workflow (TBD)	3.3.5	Deployment/Configuration	Lead	Assist
User Acceptance	Payment	\$9,514.29		
Department 4	3.4.0		Lead	Assist
Department BRD	3.4.1	Solution Execution	Lead	Assist
BRD Signoff	Payment	\$9,514.29		
Configure Document Types	3.4.2	Deployment/Configuration	Lead	Assist
Unity Forms	3.4.3	Deployment/Configuration	Lead	Assist

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Scanning	3.4.4	Deployment/Configuration	Lead	Assist
Workflow (TBD)	3.4.5	Deployment/Configuration	Lead	Assist
User Acceptance	Payment	\$9,514.29		
Department 5	3.5.0		Lead	Assist
Department BRD	3.5.1	Solution Execution	Lead	Assist
BRD Signoff	Payment	\$9,514.29		
Configure Document Types	3.5.2	Deployment/Configuration	Lead	Assist
Unity Forms	3.5.3	Deployment/Configuration	Lead	Assist
Scanning	3.5.4	Deployment/Configuration	Lead	Assist
Workflow (TBD)	3.5.5	Deployment/Configuration	Lead	Assist
User Acceptance	Payment	\$9,514.29		
Department 6	3.6.0		Lead	Assist
Department BRD	3.6.1	Solution Execution	Lead	Assist
BRD Signoff	Payment	\$9,514.29		
Configure Document Types	3.6.2	Deployment/Configuration	Lead	Assist
Unity Forms	3.6.3	Deployment/Configuration	Lead	Assist
Scanning	3.6.4	Deployment/Configuration	Lead	Assist
Workflow (TBD)	3.6.5	Deployment/Configuration	Lead	Assist
User Acceptance	Payment	\$9,514.29		
Department 7	3.7.0		Lead	Assist
Department BRD	3.7.1	Solution Execution	Lead	Assist
BRD Signoff	Payment	\$9,514.29		
Configure Document Types	3.7.2	Deployment/Configuration	Lead	Assist
Unity Forms	3.7.3	Deployment/Configuration	Lead	Assist
Scanning	3.7.4	Deployment/Configuration	Lead	Assist
Workflow (TBD)	3.7.5	Deployment/Configuration	Lead	Assist
User Acceptance	Payment	\$9,514.29		
Promote to Test (Segmented across departments)		Solution Promotion	Lead	Assist
Promote to Production (Segmented across departments)		Solution Promotion	Assist	Lead
Human Resources Records Management Solutions	4.0.0	Records Management activities such as document retention and destruction.		
Records Management	4.1.0			
Business Requirements Document (BRD) -HR Records	4.1.1	Business Process	Lead	Assist
BRD Signoff	Payment	\$20,812.50		
Folder and Record Design Plan	4.1.2	Business Process	Lead	Assist
Retention Schedules	4.1.3	Business Process	Lead	Assist
Role Base Security Plan	4.1.4	Business Process	Lead	Assist
Approver Workflow with Unity Form (standard) Design	4.1.5	Business Process	Lead	Assist
Configuration	4.1.6	Deployment/Configuration	Lead	Assist
Testing	4.1.7	Testing	Assist	Lead
User Acceptance	4.1.8	User Acceptance	Assist	Lead
User Acceptance Signoff	Payment	\$20,812.50		

Scope of Services

Employee Onboarding	4.2.0	Workflow and Unity forms for the onboarding of employees		
Business Requirements Document (BRD) - HR Onboarding	4.2.1	Business Process	Lead	Assist
Workflow Process	4.2.2	Business Process	Lead	Assist
Documents	4.2.3	Business Process	Lead	Assist
Role Base Security Plan	4.2.4	Business Process	Lead	Assist
Form Design	4.2.5	Business Process	Lead	Assist
Configuration	4.2.6	Deployment/Configuration	Lead	Assist
Testing	4.2.7	Testing	Assist	Lead
User Acceptance	4.2.8	User Acceptance	Assist	Lead
(Billed as a part of Department setup and workflow in the above section)				
Application Enabler - Lawson Integration (HR and Audit)	5.0.0	Document retrieval integration for Lawson		
Business Requirements Document (BRD) - App Enabler.	5.0.1	Solution Execution		
BRD Signoff	Payment	\$3,700		
Create Interface Plan	5.0.2	Interface Plan	Lead	Assist
Deploy App Enabler Integration with Lawson	5.0.3	App Enabler Integration	Lead	Assist
Integration Completed	Payment	\$3,700		
Lawson AP Solution: 2-way, 3-way, and Non-PO	6.0.0			
Business Requirements Document (BRD) - Unity API	6.1.0	Business Process		
BRD Signoff	Payment	\$ 46,250		
Create Interface Plan	6.1.1	Interface Plan	Lead	Assist
Deploy Unity API Integration with Lawson	6.2.0	Unity API Integration	Lead	Assist
Lawson AP Solution Micro-steps (2/3 way and Non-PO)	6.3.0	Deployment/Configuration		
PO process elevation to Test	Payment	\$ 46,250		
Non-PO process elevation to Test	Payment	\$ 46,250		
Data Migration Test Plans and Results	6.4.0	Migration Q/M Q/A Q/C	Lead	Assist
Conduct Production Readiness Assessment	6.5.0	Cutover	Assist	Lead
Production System Design	6.6.0	System Design	Lead	Assist
Conduct System Tests	6.7.0	System Management	Assist	Lead
Move to Production	Payment	\$ 46,250		
Vendor and Contract Management	7.0.0	OnBase Vendor Management solutions streamline the process of creating and updating your Accounts Payable vendor records.		
Business Requirements Document (BRD) - RQ ERMS	7.1.0	Business Process	Lead	Assist
BRD Signoff	Payment	\$20,350		
Develop OnBase WorkView Apps (Contract & Vendor Mgmt.)	7.2.0	WorkView Enhancement	Lead	Assist
Develop Forms	7.2.1	Deployment/Configuration	Lead	Assist
Develop Workflow	7.2.2	Deployment/Configuration	Lead	Assist
Test and Migrate Enhancements	7.3.0	Migration Q/M Q/A Q/C	Assist	Lead

Scope of Services

User Roles and Authorizations (Role to Position Mapping)	7.4.0	User Security Testing	Lead	Assist
Perform a Go-Live Check	7.5.0	System Management	Assist	Lead
User Acceptance	Payment	\$20,350		
RQ ERMS	8.0.0			
Business Requirements Document (BRD) - RQ ERMS	8.1.0	Business Process		
BRD Signoff	Payment	\$ 16,650		
Install RQ ERMS out of the box	8.2.0	Deployment/Configuration	Lead	Assist
Install and configure Mobile Broker	8.3.0	Deployment/Configuration	Lead	Assist
Solution Modification Plan	8.4.1	Business Process	Lead	Assist
Box and Series Design Plan	8.4.2	Business Process	Lead	Assist
Retention Schedule	8.4.3	Business Process	Lead	Assist
Role Base Security Plan	8.4.4	Business Process	Lead	Assist
Form Modification Design	8.4.5	Business Process	Lead	Assist
RQ ERMS Configuration	8.5.0	Deployment/Configuration	Lead	Assist
Testing	8.6.0	Testing	Assist	Lead
User Acceptance	8.7.0	User Acceptance	Assist	Lead
Data Migration Test Plans and Results	8.8.0	Migration Q/M Q/A Q/C	Lead	Assist
Perform a Go-Live Check	8.9.0	System Management	Assist	Lead
User Acceptance	Payment	\$ 16,650		
Training	10.0.0			
RQ Training Academy (due at Kick-off)	Payment	\$ 22,200		
Finalize End User Training Strategy / Plan	10.0.1	End User Training	Assist	Lead
End-User Training Design	10.0.2	End User Training	Lead	Assist
Conduct Training Material Development Boot Camp	10.0.3	End User Training	Lead	Assist
Develop End-User Training Materials, including Exercises	10.0.4	End User Training	Lead	Assist
Design, Develop, and Deliver Instructor Training	10.0.5	End User Training	Lead	Assist
Train Power Users / Conduct Pilot Training	10.0.6	End User Training	Lead	Assist
Conduct Train-the-trainer Training	10.0.7	End User Training	Lead	Assist
Data Migration from Shared Drives	11.0.0			
Business Requirements Document (BRD) - Migration	11.1.0	Solution Execution		
BRD Signoff	Payment	50% (TBD)		
Perform Legacy Data Cleansing	11.2.0	Migration	Assist	Lead
Create Migration Extraction Process	11.3.0	Migration	Assist	Lead
Create Migration Process	11.4.0	Migration	Lead	Assist
Data Migration Test Plans and Results	11.5.0	Migration Q/M Q/A Q/C	Assist	Lead
Test and Migrate Interface Programs	11.7.0	Interface Testing	Lead	Assist
Completion Complete	Payment	50% (TBD)		

Scope of Services

4. OnBase Pricing

4.1 OnBase Software

Client:		Fort Bend County, Texas				
Contact:						
Sales Quote #:		SO-6000		Date:		08/16/2016
Project Name:		Phase 1 ECM Solution				\$1,413,225.00
Qty	Part #	Description	MSRP	MSRP Price	Discount Price	Ext. Price
Hyland OnBase Software 10%						
1	IAIPW1	Advanced Capture	\$25,000.00	\$25,000.00	\$22,500.00	\$22,500.00
1	ARIPW1	Automated Redaction	\$20,000.00	\$20,000.00	\$18,000.00	\$18,000.00
1	OMIPI1-IPAD	iPad Mobile Integration	\$5,000.00	\$5,000.00	\$4,500.00	\$4,500.00
1	CLIPW1	COLD/ERM	\$10,000.00	\$10,000.00	\$9,000.00	\$9,000.00
100	CTIPC1	Concurrent Client	\$1,400.00	\$140,000.00	\$1,260.00	\$126,000.00
1	CFIPI1	Context Search Framework	\$10,000.00	\$10,000.00	\$9,000.00	\$9,000.00
1	WTIPI1-AS	Conversion Framework for Aspose	\$3,000.00	\$3,000.00	\$2,700.00	\$2,700.00
1	ADIP1	Document Composition	\$20,000.00	\$20,000.00	\$18,000.00	\$18,000.00
1	DPIPW1	Document Import Processor	\$5,000.00	\$5,000.00	\$4,500.00	\$4,500.00
1	AEIPI2	Enterprise Application Enabler	\$50,000.00	\$50,000.00	\$45,000.00	\$45,000.00
15	IDIPC1	Full-Text Indexing Concurrent Client for Autonomy IDOL	\$300.00	\$4,500.00	\$270.00	\$4,050.00
1	IDIP1	Full-Text Indexing Server for Autonomy IDOL	\$10,000.00	\$10,000.00	\$9,000.00	\$9,000.00
1	OLIPI1-13	Integration for Microsoft Outlook 2013	\$5,000.00	\$5,000.00	\$4,500.00	\$4,500.00
1	ICAPIPI1	Intelligent Capture for AP*	\$35,000.00	\$35,000.00	\$31,500.00	\$31,500.00
1	OBIPW1	Multi-User Server	\$8,000.00	\$8,000.00	\$7,200.00	\$7,200.00
5	CTIPN1	Named User	\$700.00	\$3,500.00	\$630.00	\$3,150.00
1	OIIPW4-13	Office Business Application for 2013	\$15,000.00	\$15,000.00	\$13,500.00	\$13,500.00
1	PDFIPI1	PDF Framework	\$3,000.00	\$3,000.00	\$2,700.00	\$2,700.00
1	DIIPW1	Production Document Imaging (Kofax or TWAIN) (1)	\$5,000.00	\$5,000.00	\$4,500.00	\$4,500.00
10	DIIPW2	Production Document Imaging (Kofax or TWAIN) (2+)	\$3,000.00	\$30,000.00	\$2,700.00	\$27,000.00
1	APIPQ4	Query API (Additional block of 500 queries/hour) (Core)	\$8,000.00	\$8,000.00	\$7,200.00	\$7,200.00
1	APIPQ3	Query API (Initial 500 queries/hour) (Core)	\$10,000.00	\$10,000.00	\$9,000.00	\$9,000.00
1	RIIP1	Records Management	\$20,000.00	\$20,000.00	\$18,000.00	\$18,000.00
1	PWIP1	Signature Pad Interface (TWAIN)	\$6,000.00	\$6,000.00	\$5,400.00	\$5,400.00
1	UNIP1	Unity Client Server	\$10,000.00	\$10,000.00	\$9,000.00	\$9,000.00
1	UIIPI1	Unity Integration Toolkit	\$10,000.00	\$10,000.00	\$9,000.00	\$9,000.00
1	PTIPC1	Virtual Print Driver	\$5,000.00	\$5,000.00	\$4,500.00	\$4,500.00
1	WTIPW1	Web Server	\$10,000.00	\$10,000.00	\$9,000.00	\$9,000.00
20	WLIPC1	Workflow Concurrent Client SL (1-20)	\$2,200.00	\$44,000.00	\$1,980.00	\$39,600.00
5	WLIPC2	Workflow Concurrent Client SL (21-50)	\$1,800.00	\$9,000.00	\$1,620.00	\$8,100.00

Scope of Services

20	VLIPC1	WorkView Concurrent Client SL (1-20)	\$1,500.00	\$30,000.00	\$1,350.00	\$27,000.00
10	VLIPC2	WorkView Concurrent Client SL (21-50)	\$1,300.00	\$13,000.00	\$1,170.00	\$11,700.00
<i>*Includes: Mailbox Importer, Data Capture Server, Fax Integration Server, Reporting Dashboards and processing for 100,000 invoices per year</i>						
Subtotal of the OnBase Software			List Total	\$582,000.00		\$523,800.00
ReQuord Software						
1	RQ-Media	ReQuord Media	\$10,000.00	\$10,000.00	\$5,000.00	\$5,000.00
1	RQ-Scan-Now	ReQuord Scan Now	\$10,000.00	\$10,000.00	\$5,000.00	\$5,000.00
1	RQ-Elct-RMS	ReQuord Electronic RMS	\$75,000.00	\$75,000.00	\$37,500.00	\$37,500.00
1	RQ-RFP-MNG	ReQuord RFP Management Solution	\$5,000.00	\$5,000.00	\$2,500.00	\$2,500.00
*One-time 50% Discount						
Subtotal of the ReQuord Software			List Total	\$100,000.00		\$50,000.00
Total of All Software						\$573,800.00

4.2 OnBase Maintenance

Maintenance						
1	OBMAINT	OnBase Maintenance, Premium Subscript, ShareBase	\$131,400.00	\$131,400.00		\$131,400.00
1	RQ-MAINT	ReQuord Maintenance 18.5% of List Price	\$18,500.00	\$18,500.00		\$18,500.00
Subtotal of the Software Maintenance				\$149,900.00		\$149,900.00

4.3 Professional Services

Professional Services						
200		Project Management	\$225.00	\$225.00	\$185.00	\$37,000.00
60		OnBase Set Up	\$225.00	\$225.00	\$185.00	\$11,100.00
720		Department Set Up and Workflows	\$225.00	\$225.00	\$185.00	\$133,200.00
40		Lawson Integration w/ Ap Enabler	\$225.00	\$225.00	\$185.00	\$7,400.00
1000		Lawson AP Solution	\$225.00	\$225.00	\$185.00	\$185,000.00
180		RQ Electronic Records Management	\$225.00	\$225.00	\$185.00	\$33,300.00
225		Records Management	\$225.00	\$225.00	\$185.00	\$41,625.00
220		Vendor Management / Contract Management	\$225.00	\$225.00	\$185.00	\$40,700.00
1		OnBase Admin Class	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00
120		Training Materials	\$225.00	\$225.00	\$185.00	\$22,200.00
1		Conversion Services	\$55,000.00	\$55,000.00	\$55,000.00	\$55,000.00
1		Conversion Backfile	\$60,000.00	\$60,000.00	\$60,000.00	\$60,000.00
1		Travel ending December 2016	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00
1		Travel ending May 2017	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00
Subtotal of the Services						\$689,325.00

4.4 Total Cost

Total Software Cost**	\$573,800.00
Total Maintenance Cost**	\$149,900.00
Total Professional Services Cost	\$689,525.00
Total Phase 1 Implementation Cost**	\$1,413,225.00
Comments: **Price is valid for 60 days as of 8/16/2016	

5. Hardware Requirements and Recommendations

5.1 OnBase Infrastructure Recommendations

Requordit works with the client to maximize the investments they have made in technology wherever possible. Below you will find a network diagram, Server Specifications for each of the server roles needed for the project, and descriptions of their role in the solution. The OnBase solution is designed to scale and can provide ECM to very large organizations.

The OnBase solution is made up of 4 primary roles for servers. Database server, File Server, Web/Application server, Work Server. Each of these components can scale independently. One of the most powerful benefits that OnBase has is the ability to scale each component as well as use new technology very easy. Here is a brief description of each server's role and some options to consider.

STORAGE

For the first year, 2TB of storage is expected to be sufficient. Additional storage may be added as development and usage increase.

DATABASE

The database server is recommended to be a Microsoft SQL server. We are able to use standard or enterprise depending on the business continuity planning that you have in place. We are able to use nearly any solution for business continuity as we are connecting to the database via ODBC. Therefore, if you have a current clustered environment or high availability offering, we can simply place our database on that server infrastructure and connect to it easily. There are no proprietary OnBase components that need to run on the server. During the implementation we will work with the DBA's to configure maintenance plans and support activities once we have the database in place and functioning. Below you will see minimum hardware specifications for the DB server if you were needing to purchase new equipment to support the deployment efforts of the County. However, we want to be clear, we can live in a virtual machine and use your existing database functionality if you so choose and avoid the expense of new equipment.

FILE SERVER

The file server is a role that needs to provide a UNC share to the application server of OnBase. There are many storage technologies such as storage arrays, servers, etc. Many of these run on Windows, Linux, or even proprietary operating systems. We can work with nearly any of these technologies. We simply need the UNC share provided to the Application server. We do want to work with the county to make sure that adequate storage planning is done in regards to the anticipated volume of file storage. We would need to make sure that the files are also backed up or replicated in a manner that is satisfactory to the County. We can use you existing infrastructure if so desired and easily move the data to new hardware when appropriate. We can operate in a virtual world if needed for the file server as well, however, we have provided server specifications below for your review should you need to purchase the hardware.

WEB/APPLICATION SERVER

The Web/Application server is an IIS server that will need to be the latest released version of IIS for the server OS you are choosing to deploy. We recommend Server 2012 R2 for these servers. We are recommending that you provide 2 Web/Application servers to support the deployment using a load balancer to help direct the traffic. OnBase has the ability to scale very well as we can continue to add

Scope of Services

additional Web/Application servers to the pool as the needs grow. This provides great redundancy and scalability along with absolute security control as well. Each Web/Application server should be using a secure HTTPS connection. Again, we want to work with the existing infrastructure that the County has, but below you will find specifications for purchasing hardware if needed. These work very well in a virtual environment as well. One additional important point. Each Web server needs to have a dedicated 8 gig RAM in a virtual environment. We have found that allowing the Web/Application server to use managed resource in a virtual environment works but slows the responsiveness of the application.

Additionally, for business continuity we can take snapshots of the Web/Application server and use them to easily scale the next server or even to use as backup should one of the production servers fail.

WORK SERVER

Work Servers are needed for various reasons in a deployment. The uses are typically timer services for the workflow engine or modules of OnBase such as OCR or Full text indexing servers. Each of these components will be connection to OnBase via the application server as well. This makes each of these work servers scalable as we simply let each work server know which timers they are responsible for and they execute the work. No configuration is really necessary on each of these servers other than the base installation of the components and the connection to the application server. We are recommending 3 Worker servers currently for support of OCR, Workflow Timers, and Full Text Indexing. These servers can be virtual, however, we have placed minimum specification below in case there are purchases to be made.

Production Environment:**Database Server**

CPU	2 Cores
Memory	8 GB
Disk Configuration	Array 1 – RAID 1 – OS and Transaction Log Array 2 – RAID 1 + 0 – OnBase database Array 3 – RAID 1 + 0 – tempdb

File Server(s)

CPU	2 Cores per server
Memory	4 GB per server
Disk Configuration	Array 1 – RAID 1 – OS Array 2 – RAID 5 – with adequate storage for Disk Groups

WORK Servers

CPU	2 Cores per server
Memory	4 GB per server
Disk Configuration	Array 1 – RAID 1 – OS Array 2 – RAID 1 – OnBase application files

Web/Application Server(s)

CPU	4 Cores across one or more servers
Memory	4 GB per server
Disk Configuration	Array 1 – RAID 1 – OS Array 2 – RAID 1 – OnBase application files

For the OnBase solution:

- One (2) Web/Application Servers (may add additional in the future depending on client load)

 Scope of Services

- One (3) Work Server (may add additional in the future depending on processing load)
- One (1) File Server (Need to decide initial storage size)
- One (1) Database server (Can be Current Server)

Recommended Software Versions

Server: Windows Server 2012 R2

SQL: SQL Server 2012

Temporary Disk Space for Processing Servers: 40 GB

TEST Environment: (Duplicate for Development)

*OnBase provides Production, Test, and Development Licenses.

Database Server

CPU 2 Cores
 Memory 4 GB
 Disk Configuration Array 1 – RAID 1 – OS and Transaction Log
 Array 2 – RAID 1 + 0 – OnBase database
 Array 3 – RAID 1 + 0 – tempdb

File Server(s)

CPU 2 Cores per server
 Memory 4 GB per server
 Disk Configuration Array 1 – RAID 1 – OS
 Array 2 – RAID 5 – with adequate storage for Disk Groups

WORK Server(s)

CPU 2 Cores per server
 Memory 4 GB per server
 Disk Configuration Array 1 – RAID 1 – OS
 Array 2 – RAID 1 – OnBase application files

Web/Application Server(s)

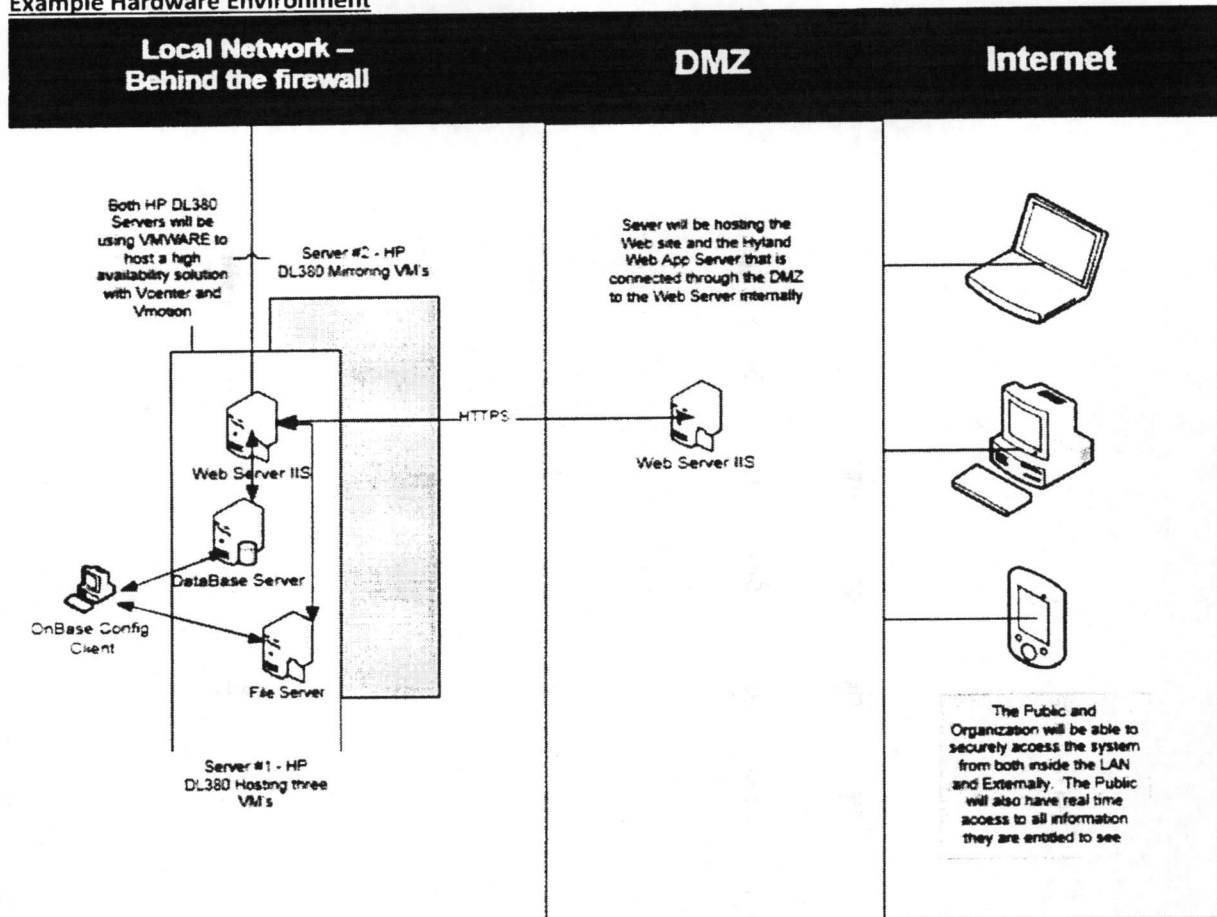
CPU 4 Cores across one or more servers
 Memory 4 GB per server
 Disk Configuration Array 1 – RAID 1 – OS
 Array 2 – RAID 1 – OnBase application files

For the OnBase Test Server solution:

- One (1) Web/Application Server
- One (1) WORK server
- One (1) File Server
- One (1) Database server

Scope of Services

Example Hardware Environment



CERTIFICATE OF INTERESTED PARTIES**FORM 1295**

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
CERTIFICATION OF FILING**

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Phoenix Business Inc.
 Sarasota, FL United States

Certificate Number:
 2016-108898

Date Filed:
 09/07/2016

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

County of Fort Bend

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

16-026
 Enterprise Content Management System

4	Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO interested Party.

**6 AFFIDAVIT**

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

PLEASE SEE
 NOTARY SEAL ON
 ATTACHED PAGE

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said John Eagles, this the 7th day of September
2016, to certify which, witness my hand and seal of office.

Signature of officer administering oath

Printed name of officer administering oath

Title of officer administering oath

CALIFORNIA JURAT WITH AFFIANT STATEMENT**GOVERNMENT CODE § 8202**

- ☒ See Attached Document (Notary to cross out lines 1-6 below)
☐ See Statement Below (Lines 1-6 to be completed only by document signer[s], not Notary)

Signature of Document Signer No. 1

Signature of Document Signer No. 2 (if any)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Los Angeles

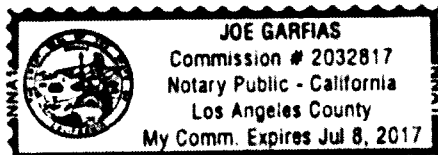
Subscribed and sworn to (or affirmed) before me

 on this 7 day of September, 2016
 by John Eagles
Date Month Year

(1) _____

(and (2) _____).

Name(s) of Signer(s)


 proved to me on the basis of satisfactory evidence
 to be the person(s) who appeared before me.

Signature

Signature of Notary Public

Seal

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document Certificate ofTitle or Type of Document: Interested parties Document Date: 9/7/16Number of Pages: 1 Signer(s) Other Than Named Above: _____

CERTIFICATE OF INTERESTED PARTIES**FORM 1295**

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
CERTIFICATION OF FILING**

Certificate Number:
2016-108898

Date Filed:
09/07/2016

Date Acknowledged:
09/13/2016

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Phoenix Business Inc.
Sarasota, FL United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

County of Fort Bend

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

16-026
Enterprise Content Management System

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.**6 AFFIDAVIT**

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

 Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____,
 20_____, to certify which, witness my hand and seal of office.

 Signature of officer administering oath

 Printed name of officer administering oath

 Title of officer administering oath

CERTIFICATE OF INTERESTED PARTIES**FORM 1295**

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
CERTIFICATION OF FILING**

Certificate Number:
2016-108573

Date Filed:
09/07/2016

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

REQUORDIT INC
CHICAGO, IL United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

FORT BEND COUNTY

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

RFP 16-026
ENTERPRISE CONTENT MANAGEMENT SOLUTION

4	Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
			Controlling	Intermediary
	REQUORDIT INC	CHICAGO, IL United States	X	X
	BUCKLEY, MARK	CHICAGO, IL United States	X	X

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

MARY Y. O'BRYAN
Notary Public - New Hampshire
My Commission Expires October 2, 2018

Mark K. Buckley

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Mark K. Buckley, this the 7th day of September, 2016, to certify which, witness my hand and seal of office.

Mary Y. O'Bryan
Signature of officer administering oath

Mary Y. O'Bryan
Printed name of officer administering oath

Controller
Title of officer administering oath

CERTIFICATE OF INTERESTED PARTIES**FORM 1295**

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
CERTIFICATION OF FILING**

Certificate Number:
2016-108573

Date Filed:
09/07/2016

Date Acknowledged:
09/13/2016

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

REQUORDIT INC
CHICAGO, IL United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

FORT BEND COUNTY

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

RFP 16-026
ENTERPRISE CONTENT MANAGEMENT SOLUTION

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	REQUORDIT INC	CHICAGO, IL United States	X	X
	BUCKLEY, MARK	CHICAGO, IL United States	X	X

5 Check only if there is NO Interested Party.

☐
6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

Signature of officer administering oath

Printed name of officer administering oath

Title of officer administering oath

EXHIBIT 2 – Revised Statement of Work

Enterprise Content Management Solution RFP-16-026



Phoenix Business Consulting
Requordit Inc

Author: Fort Bend County and Requordit, Inc.

Release Date:

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1. Executive Summary

In response to Fort Bend County's Request for Proposals (RFP) for Comprehensive Enterprise Content Management System (ECM) and Implementation Services, Phoenix Consulting and ReQuordit appreciate our selection. This Statement of Work (SOW) is intended to document the scope, roles, responsibility, tasks and timeframe for the implementation of the OnBase System.

This Executive Summary section is intended as an overview of the County's objectives project, scope and timeline for the ECM project. Following the executive summary, the terms of the SOW are documented in the appropriate level of detail. Phoenix Business Consulting (PBC) and ReQuordit INC (RQ), are hereinafter referred to as "the Implementers" in this SOW. The ENTERPRISE CONTENT MANAGEMENT SOFTWARE LICENSE AND SERVICES AGREEMENT between the parties is hereinafter referred to as the "Agreement". The Implementers recommend the attached solution overview as a starting point for Fort Bend County because of the significant recognizable benefits that will come from system usage within the first year of the go-live date.

The key benefits Fort Bend County receives with ReQuord ECM powered by OnBase include:

- 1) An enhanced user friendly interface that provides intuitive search and retrieval of content across the RFP noted County departments from the Unity (desktop) and Web Client.
- 2) A defined integrated strategy for capture, storage, collaboration, management, security and delivery of electronic content.
- 3) A secure, stable, and scalable repository with high availability allowing for no single point of failure.
- 4) A seamless integration with Lawson for OCR, invoice routing and approval, and 3-way, 2-way, Non-PO match.
- 5) The ability to comply with County policies, procedures, legal and regulatory requirements with regard to content retention in an electronic and consistent manner.
- 6) The ReQuord ERMS, an electronic records management solution that unifies processes around electronic and physical documents within ReQuord ECM powered by OnBase.

1.1 Project Objectives

Fort Bend County has undertaken the implementation of the OnBase Software to implement a strategic ECM solution that can enhance internal operating efficiency and service delivery to the County constituents.

The primary goals of Phase 1 are:

- Develop effective Records and Information Management strategies
- Provide a central repository for all records and information
- Generate cost savings
- Automate business processes -- create a process to get the right content to the right people (Workflow)
- Provide enhanced disaster recovery
- Align with government best-practices
- Minimize risk

It is understood that the County plans to implement the packaged software with minimal customizations while leveraging and incorporating the public sector best business practices during the project.

The Implementers warrant that at the time of Support or Services delivery under this SOW and the Agreement, the Support and Services shall be provided by trained personnel and in a professional manner using Implementers' Best Efforts. "Best Efforts" as used in this SOW shall mean that the Implementers will render the respective Support and Services under this SOW and the Agreement in the best manner that is no less favorable to County than the same Support and Services that the Implementers provide to any other client of the Implementers. Delivery of Support and Services shall be provided by trained personnel and in a professional manner using reasonable, commercial efforts.

1.2 Project Scope

1.2.1 Software to be Implemented

The ECM project scope consists of the following OnBase 16 and OnBase 17 modules and related technologies:

Table 1: OnBase 16.0 and OnBase 17.0 Software Solutions for Fort Bend County

Software Module Name	Purpose
Advanced Capture	OCR capture of County forms
Automated Redaction	Automated redaction of OCR'd County forms
Autonomy IDOL Concurrent	Full-text search by end-users
Autonomy IDOL Server	Full-text search processor
Barcode Recognition Server	Reading barcodes off of documents for indexing
COLD/ERM (Text Files only - Filters needed for PDF/PCL)	Takes data from business applications and turns that data into fully indexed and widely accessible reports and documents
Concurrent Users	OnBase User License for scanning, storing and retrieving documents
Context Search FrameWork	View emails from with OnBase WorkView
Conversion Framework for Aspose	Enables users who do not have MS Office to view documents and convert to TIFF
Document Import Processor	Scheduled importing documents in bulk by departments
Document Composition	OnBase keywords can populate preconfigured templates
Enterprise Application Enabler	Enterprise no-code integration technique providing image enabled screens in 3 rd party software that are GUI or text based.
Integration for Microsoft Outlook	OnBase integration to MS Outlook allowing you to search, store and execute workflow.
Integration with ESRI ArcGIS Server	The Integration for ESRI ArcGIS maximizes GIS investments by linking ReQuord content to geographic map features.
Multi-User Server	Provides utilities, OnBase Configuration, Basic Text Search and Print Servers, three-tier ReQuord Broker and a License to use the copyrighted OnBase Database in conjunction with a supported SQL Database Management System (DBMS) in a single instance, multi-user environment.
Office Business Application for 2016 (401+)	OnBase enterprise integration into MS PowerPoint, Word and Excel.
PDF Frame Work	Enables PDF features within OnBase
Production Document Imaging (Kofax or TWAIN) (1)	Enables dedicated scanning and sweeping within OnBase (department scanning solution).
Production Document Imaging (Kofax or TWAIN) (2+)	Enables dedicated scanning and sweeping within OnBase (department scanning solution).
Public Sector Access Client (based on pop. size)	Offers the public to search and retrieve specific documents from within OnBase
Query API (1st 500 queries/hour Unity/Core)	Provides the ability to query OnBase from third party applications
Query API (Add'l 500 queries/hour Unity/Core)	Provides the ability to query OnBase from third party applications

Scope of Services

Records Management	Controls the retention of all associated business records securely organized within the OnBase Folders interface.
Reporting Dashboards	Graphically displays data returned from within OnBase or third party applications
Signature Pad Interface	Allows real time signing of TIFF images and OnBase e-Forms through a Topaz device
Unity Client Server	OnBase smart client desktop built on .NET and WPF that provides a customizable user experience to the desktop.
Unity Forms (e-forms) Included	OnBase form tool that also offers the ability to store and index documents
Unity Integration Toolkit	Unity integration toolkit. Provide API integration from external applications into OnBase, enabling seeming less integration with 3rd party applications.
Virtual Print Driver	Appears as a standard printer in Windows applications and enables users to electronically print documents directly into OnBase.
Web Server	OnBase Web Client accessible from specific versions of popular web browsers
Workflow Concurrent Client SL	Provides electronic document routing through a configurable work process. Includes pre-configured rules, actions, transitions, and notifications and additional capabilities for Visual Basic scripts. Provides access to Workflow functions in order to perform work and complete tasks on documents. Includes e-Forms.
WorkView Concurrent Client SL	Provides the ability to create custom applications within OnBase such as ReQuord Electronic Records Management Solution, RFI solution, Vendor and Contract management solutions. These applications track issues from start through resolution. Supports optional attachment of OnBase documents and user-defined events to issues. Configuration tool allows user to define custom database tables, screens and views.
Intelligent Capture for AP (plus total volume of Invoices)	Templateless AP Invoice identification and indexing. Includes a pre-trained engine. Continues to learn and correct the capture process during user verification in the Unity Client. Includes Interactive Data Capture, Mailbox Importer, Fax Integration and Reporting Dashboards.
ShareBase	ShareBase by Hyland is an enterprise file sync and share (EFSS) product that provides secure, cloud-based sharing while ensuring your organization retains ownership and control. When used in conjunction with an OnBase solution, document sharing becomes an automated part of your business processes, reducing bottlenecks caused by the manual copying and pasting of files.

1.2.2 Key Terms

Below are many terms that are used in the explanation of the solution along with the information that helps to further describe the word or phrase. These definitions also contain assumptions about each of the items and should be reviewed carefully for accuracy. The following table provides definitions and explanations for terms and acronyms relevant to the content presented within this document.

Term	Definition
ReQuord ECM	ReQuord ECM Software is the private label version of Hyland Software's OnBase ECM platform as detailed in the software license agreement.
Business Requirements Document (BRD)	Details the business solution for a project including the expectations and success criteria. Foundation for all subsequent deliverables. Executive signoff is required before work begins.
Document Type Groups	Shall mean a predefined logical grouping of document types.
Document Types	Shall mean documents that belong to a department, process or group (document type groups). We have included time to configure 500 document types.
Keywords	Shall mean the meta data associated to documents within OnBase. We have included time to configure 100 keywords.
Auto-fill Keyword	Shall mean a drop-down list that is stored with an internal data table inside the OnBase database. We have included time to configure 10 Auto-fill keywords.
External Auto-fill Keyword	Shall mean a drop-down list that queries an external database. We have included time to configure 20 External Auto-fill keywords.
Validation/Lookup Scripts	Shall mean external queries to external data sources to validate or populate keywords. We have included 40 hours for custom validation or lookup scripting.
Security Groups	Shall mean the privileges assigned to users based on their grouping (User Groups) within OnBase. We have included time to configure 100 Security Groups.
Security Keywords	One Security Keyword will be implemented for the Auditor's Office AP Solution.
Scan Queues	Shall mean queues where documents sit to await further processing such as indexing or image enhancement. Scanning will occur from County scanners, therefore, we have planned on configuring 24 sweep folder scan queues and set up of scan licenses on a 1:1 ratio – production document imaging (PDI) per scanner.
Document Revision Control	Shall mean the OnBase configuration setting that stored multiple iterations of a single document.
Workflow	Shall mean OnBase workflow working within the OnBase supported interfaces such as the Web Client and Unity Client.
WorkView	Shall mean the module that provides the ability to create custom applications in OnBase for defining custom database tables, screens, and views. Provides the foundation of RQ ERMS, RFP management, and vendor/contract management.
RQ ERMS	Shall mean ReQuord Electronic Records Management Solution, a pre-configured digital storage solution for electronic and physically archive document groupings such as boxed documents. ReQuordit will deliver as specified in Section 2.5. Additional configuration or modification will be governed by the change order process.
Vendor and Contract Management	Shall mean the pre-configured contract and vendor management solution. We have allocated 220 hours for additional configuration to Fort Bend's specifications. Additional configuration or modification will follow the change order process.
ReQuord RFP Management Solution	Shall mean the pre-configured RFP Management Solution.
Records Management	Shall mean the OnBase module that controls the retention of all associated business records securely organized within the OnBase foldering structure.
Email Notifications	Shall mean OnBase generated notifications to emails provided by Fort Bend County departments.
Application Enabler	Shall mean the OnBase module that provides image enabling to 3 rd party software such as Lawson that are GUI, browser, or text-based.
Indexing	Shall mean the manual effort to index and file a document in OnBase.
Office Integration	Shall mean the OnBase Office integration module with Word, Excel, and PowerPoint.
Outlook Integration	Shall mean the OnBase Outlook integration module with Outlook.
Integration for ESRI	Shall mean the OnBase ESRI GIS integration module with ESRI GIS (sever). Requires ArcServer 9.3sp1 or higher. Allows users of ESRI to link documents to features on ESRI maps.

Scope of Services

ICAP	Shall mean the Intelligent Capture for Accounts Payable module. This assumes Fort Bend will be able to provide a clean vendor file with no duplicate entries and complete and accurate address and phone information.
Advanced Capture	Shall mean an OnBase forms based capture product. We have included 80 hours for configuring of form processing.
ShareBase Cloud Service	Shall mean a Hyland OnBase cloud based file sharing service.
RQ Media	Shall mean ReQuord Media and provides importing, indexing and retrieval of large image files.

1.2.3 Phase 1 Departments

The implementation of the above-mentioned software will be for the following departments within the County. The departments will receive a custom workflow setup or solution as described by the Business Requirements Documents for each department.

1. Department WorkView/Workflow Setup
 - a. County Attorney
 - b. Human Resources
 - c. Risk Management
 - d. Purchasing
2. OnBase Solutions
 - a. County Auditor – 3-Way, 2-Way, Non-PO Match AP Solution
 - b. Purchasing/County Attorney – Vendor/Contract Management

Note: The department setup and/or solution is being provided based upon the signed Business Requirements Document (BRD).

1.2.4 Purchased Software Modules Installation

Requordit will install all software that County has already purchased and paid for licenses and/or maintenance, at no additional charge to County. If County desires Requordit to deliver specific workflows for the aforementioned software, County and Requordit will execute a separate work order/change order. Contingency hours that are available to County through agreement with Requordit in this Revised SOW, may only be used upon advanced written approval of County's Program Manager.

1.3 Project Timelines

The high-level project timeline is below, and detailed timelines for the AP and Vendor/Contract Management Solutions will be provided by Requordit when each BRD is submitted to County for approval and signature. In Phase 1, Implementers will configure OnBase for the departments referenced above in Section 1.2.3. In addition, Phase 1 will include two (2) solutions.

1. Vendor/Contract Management
2. Lawson AP Solution
 - a. Application Enabler
 - b. 2/3 Way Match and NON-PO

Figure 1 High Level Project Plan

Task Name	Q1 FY 2017			Q2 FY 2017			Q3 FY 2017			Q4 FY 2017			Q1 FY 2018			Q2 FY 2018			Q3 FY 2018		
	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
* County Attorney's Office - Case File Management (Mental Health Case Files)																					
* Human Resources - Employee Files																					
* Risk Management - Employee Risk Files																					
* County Auditor - Accounts Payable (3-way match and non-PO)																					
* Purchasing / County Attorney - Contract and Vendor Management																					

2. Scope of Services

2.1 Project Kick Off: Planning and Scoping Presentation

As part of the three-day Project Kick Off, the Implementers conducted on-site meetings to better define the County's vision for OnBase.

1. Executive Leadership Meeting
2. Project Kickoff with all Parties
3. Scoping Presentation

The **Executive Leadership Meeting** discusses overall strategy and success criteria for our Partnership long term and the project in the short term.

- Identify short term and long-term goals
- Identify key decision makers and decision paths

Project Kick Off introducing the Implementers to project stakeholders and key decision makers. The goal of the project kick off is to:

- Establish expectations
- Project roles
- Define approaches to communications
- Introduce the agenda for the Preparation Workshop

Our **Scoping Workshop** separates us from other implementers. Experience tells that introducing groups to OnBase as earlier as possible results in a better partnership and defined scope for a successful project. Requordit will provide Scoping exercises and individual training to County's Technical Project Team. Our half-day workshop provides the follow:

- Confirmation of goals stated in the RFP for Phase 1
- Aligned Milestones and Scope of Work
- Establishment of roles and responsibilities
- Evaluation of Departmental readiness and assignment of data collection
- Migration Success Criteria

Requordit and County have agreed that the objectives of the Scoping Presentation were not delivered, and Requordit will provide County a credit of \$2,220.00. Requordit will apply this credit towards any overages for work performed by Requordit during implementation.

An enterprise approach to ECM with complete integration will provide access to the documents, files, and data to exactly the right people at exactly the right time.

Planning and Scoping Deliverables will include:

- The **Implementation Plan/Master Work Plan** is a comprehensive document (or collection of documents) that includes the schedule, cost information, monitoring/controlling plans for each of the nine knowledge areas of the project management body of knowledge (PMBOK), and other information, as appropriate.
- The subsidiary management plans developed for each of these areas provide the foundation to support the consistent application of project management practice:
- **Organizational Change Management Plan** provides a method of controlling and monitoring project changes. Change is defined as any activity that alters the scope, schedule, deliverables, value, or costs of the project.
- The **Issue Management Plan** provides a method of managing and resolving project issues. An issue is a situation, action, problem, or question arising during the project, which the project team cannot resolve efficiently or effectively.
- The **Scope Management Plan** outlines the processes required to ensure that the project includes all of the work required, and only the work required, to complete the project. The scope management plan elaborates on sections of the project management plan that pertain to the

functions of scope management.

- The **Risk Management Plan** defines how risks are identified, analyzed, review, and managed. It describes how often risk reviews are conducted.
- The **Communication Management Plan** outlines the processes required to ensure timely generation, distribution, storage, and retrieval of project information. It elaborates on sections from the project management plan that pertain to communication management.
- The **Project Team Training Plan** outlines the processes required to staff, organize, and manage the project team. It elaborates on sections of the project management plan that pertain to human resource management.

Requordit and County have agreed that the above referenced plans were not delivered, and Requordit will provide County a credit of \$35,000.00. Requordit will apply this credit towards any overages for work performed by Requordit during implementation.

2.2 OnBase Software Installation

OnBase will be deployed according to the agreed upon **Infrastructure Specification Plan**. The Infrastructure Specification Plan is the result of an onsite meeting with the County's hardware and security team. OnBase Software is to be deployed on County servers.

Project Installation Assumptions:

Requordit will provide installation of the server infrastructure for ReQuord ECM (powered by OnBase) software. The components that to be installed are as follows:

2.2.1 OnBase Deployment

- Deploy the software on the servers according to the agreed upon network topology that includes a SQL, File, Web, and application server in Production, Test, and the Development environments.
- Configure file storage
- Implement the appropriate DR configuration to adhere to the Client's standards.
- Gather requirements from knowledge experts regarding all document types that will be configured in third party application and create a requirements document to be reviewed for where each document is created and enters ReQuord ECM.

2.2.2 Configuration Assumptions

- Configure the Web Server and Application Server for Unity Client.
- Create step-by-step instructions for the system administrator to follow to create a new document type in ReQuord ECM.
 - **Requordit and County have agreed that the above referenced plans were not delivered, and Requordit will provide County a credit of \$3,700.00. Requordit will apply this credit towards any overages for work performed by Requordit during implementation.**
- Configure security based on Active Directory as directed by the Client.
- Configure ReQuord ECM document security based on user group definitions gathered during project scope. This is standard OnBase security and does not include security keywords. Security keywords are available but not included in this pricing.
- Create step-by-step instructions for adding and removing users, and changing document security.
- County will provide Production Scanning requirements and implementation.
- Assist with the creation of Click-once Unity Client deployment.
- Assist with the creation of MSI or Click-once deployment of Office and Outlook modules.
- Configure Autonomy IDOL for Full-text search.
- Configure Signature Pad Interface for use with Topaz Devices.
- Deploy and assist in the configuration of ESRI GIS integration module.

2.3 OnBase Department Roll-out

Implementers will configure OnBase for the departments referenced in Section 1.2.3. The overall configuration will consist of the following:

- Configure Doc Types – 500 total
- Configure Scanning Queues – 24 total scan queues
- Configure Forms
- Configure Workflow

Note: Requordit shall only be required to deliver the above configurations within the hours allocated for implementation and within the scope of each BRD. Prior to performing any work that will exceed the hours allocated by the BRD and Department Project Timeline, Requordit must submit a work order, to be reviewed and approved by County as required by Section 1.2.4., for the use of Contingency hours.

2.3.1 Configuration Assumptions

OnBase Doc Types: Configure Document Groups, Document Group Types, Keywords, User Groups and User Rights based on information organized and provided by the County with guidance from Implementers' Project Managers. Limited to 500 total document types;

- County staff will perform any additional configurations or Implementers may be contracted to perform additional work through the change order process.
- Create Import requirements for documents entering the system based off of keywords established for each document type.

OnBase Scanning Process: Project management teams will work with departments confirmed for Phase 1.

- Scan queues will be configured to accept images into OnBase using standard scanning practices such as scanning from multi-functional devices (Production Document Imaging Module), sweeping from network folders, Outlook and Office integrations and batch scanning.
- Indexing methods will be discussed with each department.

OnBase Unity Forms: Implementers will provide form solutions within the hours allocated to implementation for each department as described in the BRD and Department Project Timeline.

Advanced Capture:

- For Government format-sensitive forms, OnBase Advanced Capture utilizes location-based OCR to categorize and index documents.
- Where possible, and within the allocated hours, paper forms can be replaced by OnBase Unity Forms (electronic form solution).

OnBase Workflow: Configuration of basic Workflows for document routing, approval, and email notifications.

Table 3: OnBase Workflow Features

OnBase Workflow	
OnBase Studio Graphical drag and drop business process modeling tool Workflow Engine System Work Timer Work Adhoc Work	Notification System Sends notification messages to users Workflow available within Outlook

Success Criteria

- Users with proper security can retrieve a stored document from OnBase
- Users with proper security can retrieve and archive documents from Outlook and Office
- Users with proper security will be able to perform a full text search on specific documents. They will also be able to retrieve the documents that are discovered.
- Scanner locations, decided on by the Client, will be able to scan into their respective OnBase Scan Queues using the Production Document Imaging module. The number of scanners must match the number of Production Document Imaging modules. Indexing features will work as described in the documentation and requirements.
- Users with proper security can complete and submit a Unity Form
- Users with proper security can view and execute the configured designated department workflow
- For revisions, Implementers will add a revision check to the re-index process and attach the new document as a revision to the original document.

2.3.2 Purchased Software Modules Installation

Requordit will install software modules as described in Section 1.2.4. Installation of the purchased software modules shall not be counted towards individual department roll-outs.

2.4 Human Resources and Risk Management

2.4.1 Human Resources and Risk Management:

Implementation of OnBase department setup for Human Resources and Risk Management shall be delivered in accordance with the Business Requirements Documents for each department.

- Termination and Rehire Workflows will be created that will set the retention schedule for the Employee Personnel Records.
- Requordit will provide a two (2) hour discussion explaining how record retention should be used within OnBase for Human Resources and Risk Management.
- Security Keywords are not included as a part of Phase 1; if desired they can be added as a change order/work order.
- Advanced Capture is enabled per the terms of the BRD.

2.5 RQ Electronic Records Management Solution (ERMS)

2.5.1 RQ ERMS – Physical Records Management

Requordit will implement and deliver one (1) WorkView. The County is required to observe (shadow) and participate in the deployment and re-writing of scripts and deploying the Workview portion of the RQ ERMS with a County resource familiar with .NET and the Hyland API. Requordit will also assist County on the implementation of one (1) additional WorkView as a training exercise.

Success Criteria

- Ability to create a box
- Ability to request a box
- Ability to create a file within a box
- Ability to request a file within a box
- Ability to print a box barcode sheet
- Ability to scan a box
- Ability to search for a box by series
- Ability to create a run sheet for delivery
- Ability to search for an image associated with a file within a box
- Ability upon completion of the deployment to have the County Resource develop a User's Guide based on the knowledge gained from participation in the deployment. Help will be provided from Requordit when requested from the Development resource of the County, not to exceed sixteen (16) hours, at no additional charge. Additional hours may be approved through the Work Order process, using County contingency funds.

2.6 Lawson AP Solution

The Integration for Lawson connects transactions managed in Lawson and the associated documents and processes in OnBase. Users manage documents right from their Lawson screen and data remains in sync.

2.6.1 OnBase Lawson Solution

- Application Enabler – 1 enabled screens is included – one for AP
- Unity API – 2 and 3-way match.

Configuration Assumptions

a) OnBase Application Enabler

Integrators and the county will configure and deploy Application Enabler and Unity API to allow for 2-way communications of index values and documents to occur between OnBase and Lawson.

- The OnBase Unity API module will automatically connect documents scanned into OnBase and business objects created in Lawson.
- Processing and approving documents are easily done within Lawson or in the future can utilize OnBase Workflow.
- County users will retrieve linked documents from their Lawson interface or any of the OnBase clients such as Unity or the Webserver.

Success Criteria

- Users with proper security can retrieve a stored document from OnBase
- Users with proper security can scan or attach a document to OnBase

b) OnBase Unity API

A/P Invoice Routing and Approval. Our experience has shown that this will take approximately 1000 hours of professional services time, but it varies by customer and after a detailed scope. 1000 PS hours have been allocated for implementation, design, and configuration.

- We plan to develop (1) AP Coding Form to assist in the processing of invoices.
- We plan to develop (10) Workflow Queues for routing approval of invoices.
- We plan to develop (1) Queue for Purchasing to resolve PO exception handling.
- While the 3-way match will process expenses, there is no additional time allocated to this, but if time is left over from the 3-way match, it could be used toward this (for Purchase Card expenses).
- We assume receiving will be conducted within Lawson.
- This does not provide a Supplier Portal; however, this can be provided upon request through a change order/work order.

An estimated AP 3-way match and invoice routing/approval solution time line includes:

- Discovery and Solution Development (4 weeks)
- Planning (2 weeks)
- Technical Design Review (1-2 weeks)
- Implementation (6-8 weeks)
- QA Testing (2 weeks)
- Training and Rollout (2 weeks)

Lawson AP Solution Micro Tasks:

Task Name	Duration
Lawson AP Full Solution	200
Scope and Design	40 days
Create Business Requirements Document	30 days
Create Technical Design Document	10 days
Scope and Design Complete	0 days
Implementation	160 days
Capture Solutions: ICAP/Mailbox Importer	10
Config ICAP-Test Environment	
Config ICAP-Production Environment	
Create Scan Queues-Test and Prod	
Mailbox Importer-Test and Prod	
Implementation Phase: Integrations	40
Load and Configure Doc Pop for Lawson	
Configure 3-Way Match	60
Workflow, Scripts and Validations	
Configure Blanket PO	
Configure Receiving	
Configure 2-Way Match	30
Workflow, Scripts and Validations	
Configure Multiple PO Logic	
Configure Non-PO	20
Workflow, Scripts and Validations	
Implementation Complete	0 days
Project Delivery	40 days
Testing and Documentation	12 days
Create End User Documentation	1 day
Requordit QA	10 days
Requordit Defect Clean-up	10 days
Internal Review/Acceptance	2 days
Technical Review	1 day
Business Stakeholder Review	1 day
Client Presentation	1 day
Training and Client Testing	26 days
Train the Trainer	1 day
Train the Tester	1 day
End User ICAP Training	1 day
Customer Testing	20 days
Requordit Issue Resolution	20 days
Project Delivery Complete	0 days
Deployment	1 day
Project Sign-off	0 days

2.7 Training

Implementers provide training as early and as often as any new project may demand. The purpose of training in the project preparation phase is to ensure that the identified Project Team has the skills and knowledge required to actively participate in the OnBase solution implementation from start to finish. Training also involves preparing the day-to-day users, end users, for success. The Client Services Manager and Project Lead work with your organization, aligning testing and training strategies.

We recommend completing the OnBase Admin course and the basic OnBase 101 class before committing to further training. Throughout our implementation, appropriate client personnel have the opportunity to be trained on each solution we deploy. Training includes documentation and training videos to assist.

Over the course of the project (4-5 onsite visits),

OnBase Training Options		
Provided by the Phoenix Team		
Visit	Subject	Description
Visit 1 and 4	Basic OnBase 101 for all users	Introduces the OnBase smart client and highlights OnBase functionality including scanning, searching, using custom queries, document types, keywords, security, and Workflow for end users within their departments. Also includes introductions into Microsoft Office and Outlook Integrations. <i>45 minutes</i>
Visit 2	WorkView: Document Composition Template Builder	Training geared towards WorkView Solutions like Document Composition Template Builder and Vendor/Contract Management. Users will be provided with all the information to work within the applications daily. <i>2 hours for Document Composition Template Builder, and 8 hours for Vendor/Contract Management.</i>
	Vendor/Contract Management	Document Composition Template Builder Vendor/ Contract Management Create a request, new vendor, new contract, and new contact Execute workflows for reviews and approvals Search for a vendor and contract
Visit 3 and 5	Solution Specific: Lawson	Introduces OnBase integrations to users of third party applications such as Lawson. This training will focus on actions both within OnBase and the third party application. <i>5 Days onsite</i>
The Requordit Team members will provide training to end users and the technical staff that will be administering the OnBase solution for OnBase. This training will be on-site and accompanied by documentation focused on your solutions. Each visit, multiple classes can occur per day to ensure that all users across the County have ample opportunities to attend.		

We recommend completing the OnBase Admin course and the Requordit provided classes before committing to further training. The OnBase Certification programs listed below recognizes professionals who successfully demonstrate their OnBase technical knowledge and practical experience by designing, implementing, administering, and enhancing OnBase solutions. Each course is available online or at a designated location across the country at various times throughout the year.

OnBase Training Options		
Hyland OnBase Training		
Class	Cost	Description
Supporting OnBase (Not included in pricing)	\$ 2,800.00 Or \$ 3,000.00 Online	5-day course that gives OnBase professionals dedicated to the technical support function an opportunity to develop practical skills for diagnosing and troubleshooting common support issues.
System Administration (Included in pricing)	\$ 2,800.00 (quoted) Or \$ 3,000.00 Online (not quoted)	5-day course that introduces an OnBase System Administrator to the use, maintenance and administration of OnBase day-to-day activities.
Workflow Administration (Not included in pricing)	\$ 2,800.00 Or \$ 3,000.00 Online	5-day course introducing the aspects of workflow design in training scenarios that require students to employ multiple functions.
For more in-depth training, Hyland onsite classes are 5-day intensive course that give an in-depth look at every aspect of the studied subject matter. The prices above are per attendee.		

2.7.1 Service Assumptions

Training Services Include:

1. Documentation (provided as electronic pdf and word)
 - a. User Guides
 - b. Quick Reference Guide
2. Onsite Training (4 to 5 trips – 2-3 days each) *Quick reference Videos, when requested*

2.7.2 End User Training Plan

A key activity for the successful readiness of the solution involves identifying and delivering training to the right people at the right time. Training is the foundation for organizational acceptance, as it provides end-users with the skills and knowledge necessary for operating the new system. The anticipated approach includes:

Objectives

The primary goal of the training plan is to support users in performing their jobs effectively in the new functional environment using the OnBase functionality. This document will serve as a guide that enables consistency while recognizing the aforementioned need.

The specific objectives of the End User Training Plan are to:

- Provide end users with an overview of the various functions within a business process.
- Train end users how to execute new and/or revised business processes and the appropriate performance support tools (Training Level 2 – Product Literacy).
- Combine business process training with OnBase system training so that end users understand how their specific tasks fit in with the overall business event.
- Educate and train end users with the knowledge and skills they will need to proficiently perform in the new environment by matching the required learning to each system role.
- Provide a base plan and guidance to the training team to determine the most effective way to deliver the training.

- Ensure that employees display competency in their areas of responsibility by executing 'Day in the Life' exercises (Training Level 3 - Job Competency).
- Deliver Just-in Time training. This training should occur as close to each rollout Go-Live as possible to prevent skills degradation in employees due to inactivity.
- Establish a foundation for continuous skills development and improvement.
- Determine the most effective way to deliver training.
- Train the right person at the right time with the right material to ensure self-sufficient users.

Approach

The Implementers training approach takes into account best practices and lessons learned. To that end:

- **Training will be role-based** – Role-based training refers to training that maps the end users to the training courses in their role. The courses are grouped around a specific business process. Your project team(s) will assist the Implementation team with mapping training roles to positions in the business.
- **Training will be "Just in Time"** - Every effort will be made to provide training as close to "Go Live", as is possible and practical.
- **There will be three levels of training** - Most resistance to change can be traced to fear. "Will I have the skills and knowledge to be able to perform my job in the new environment?" To minimize this fear, a key component of our approach is to provide three levels of training.

Level 1 - Conceptual Education: To ensure that users understand the totality of the business process and where they fit in, they will be exposed to the following overviews:

- OnBase Solution Overview
- Major Process Overview of the processes their role fits
- Process Overview that identifies the steps and transactions in their role, including interactions with other roles

Conceptual Education answers the following questions:

- Where do I fit into the process?
- Who will I interface with?
- When do I do something and why?

Conceptual education can be completed remotely or onsite:

Level 2 – Product Literacy: Literacy is the ability to understand the individual transactions in a role. Our instructors and your trainers use the "Tell – Show – Do" approach to facilitate literacy. System navigation would be part of Level 2. Level 2 is intended to show users "How" to perform an individual transaction.

Level 3 – Job Competency: While conceptual knowledge and product literacy is important, putting it altogether on the job is a different story. Therefore, "Day in the Life" exercises, that simulate the users' job responsibilities, will be provided. During training, instructors will conduct these exercises before class is adjourned, if facilities permit. To meet these best practices, the Training approach has eight (8) components:

1. Training Needs Analysis

The Needs Analysis is a spreadsheet that will provide demographic employee data. This information will assist the Core Training Team in verifying how many trainers and classrooms are needed, as well as 'where' and 'when' the need will exist.

2. Role Mapping

A key part of planning for end user training is Role Mapping. This process ensures that each employee is trained in the Role(s) they need to do their job.

3. Training Material

Training material will include: Course outlines, Instructor Guides, User Guides, Quick reference guides, and Quick Videos

4. Curriculum

The curriculum is the list of courses identified for large projects.

5. Super User and Trainer Network

Super Users will be identified to prepare for and support training and provide post go live support. The training team will recruit a team of Super Users who will become an integral part of the Implementation team. The number of Super Users required will be determined by the information collected in the Role Mapping exercise. A sub set of Super Users will be selected as Trainers. Other super users may assist instructors to support the Instructor led training classes. Trainers will participate in our proven **Train the Trainer** program.

6. Training Logistics

With assistance from County, Training Logistics activities includes the following:

- a. Assessing the suitability of each training facility;
- b. Scheduling when and where each training session will be held;
- c. Preparing each training facility subsequent to selection; and
- d. Ensuring all necessary documentation has been appropriately disseminated prior to commencement of each training event

7. Roll Out Plan

Organizing the roll out of training is where the rubber meets the road. Therefore, a detailed rollout plan is necessary to insure all the activities can be communicated and the organization can prepare for the event.

Expected Outcomes:

- A needs analysis identifying all users by location and function.
- A course audience matrix that indicates who has been mapped to what role/course.
- A training client (environment) strategy and refresh plan.
- A detailed Curriculum.
- Course training materials.
- A roll out plan.
- A logistics plan.
- A cadre of trainers

Requordit and County have agreed that the above referenced Training Logistics, Quick Reference Videos and Train the Trainer Program were not delivered, and Requordit will provide County:

1. There will be Technical Turnover Training for each solution / department to include:
 - a. Two (2) Hours Human Resources;
 - b. Two (2) hours Risk Management;
 - c. Four (4) hours County Attorney;
 - d. Ten (10) Hours County Auditor A/P Solution;
 - e. Eight (8) hours Purchasing and County Attorney Vendor/Contract Management and Solicitation; or
 - f. \$4,810 credit.
2. A credit of \$11,100 for overtime hours for excess UAT, which was not billed. Requordit will apply this credit towards any additional work performed by Requordit during implementation.
3. There will be two (2) hours recorded training, to be recorded by Requordit, for each solution/department, which will be made available to the County for current and future use, for

County Attorney, Human Resources, Risk Management, Auditor's 2-Way, 3-Way and Non-PO Match, Vendor & Contract Management, Solicitation or \$1,850 credit.

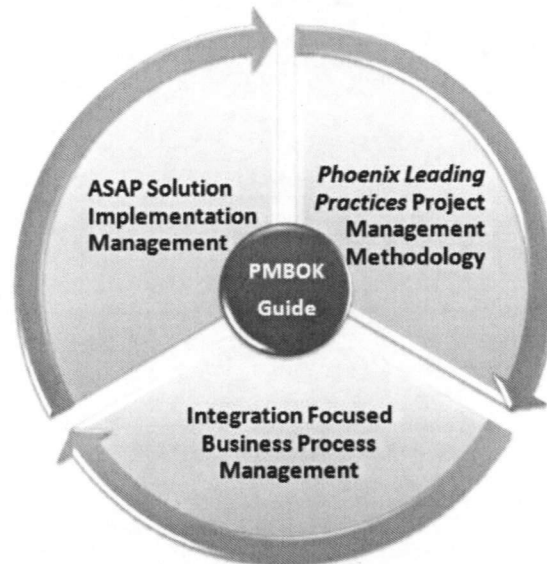
4. Scanner Training, recorded by Requordit for County's training purposes, as stated in item 3 above, including the Quick Reference Guide to Scanning and the Scan Queue Map for each department/solution.
5. County will pay \$1,480 for one (1) day, onsite Workflow/WorkView training in a hands-on exercise, group setting, to build a WorkView solution for IT Onboarding within the Dev environment.

2.8 Change Management Services

Requordit and County have agreed that Change Management Services described in this section have not been delivered as outlined by this Section 2.8. Thus, Requordit and County have agreed to follow new change management procedures as outlined by Section 2.8.1.

Our Team is at the forefront of business process reengineering and implementation. Our consultants look beyond standalone solution implementations. Instead, they examine the entire integrated business process and design, configure, enhance and test an OnBase system as a whole – a holistic approach that we call the **Proven Implementation Framework**.

The **Proven Implementation Framework** is illustrated below:



The Proven Implementation Framework

As shown in the diagram, the Proven Implementation Framework is comprised of four components, which are described in detail below.

1) **ASAP Solution Implementation Management**

The Implementer focuses on Total Solution Management using the Accelerated (ASAP) methodology. The ASAP methodology is a Business Process Management method developed by SAP that is based on a comprehensive set of business process integration and engineering principles. These principles, which have been derived and developed over many years of real-world project experience, represent a fusion of best practices and have been proven to create and deliver true value to clients.

The Implementers utilize the ASAP methodology as a standardized guide to establish project phases, define tasks, and maintain high-quality deliverables. By combining the **Proven Leading Practices Project Management Methodology** [described in 2) below] and the ASAP methodology, an effective implementation methodology is available to realize the following:

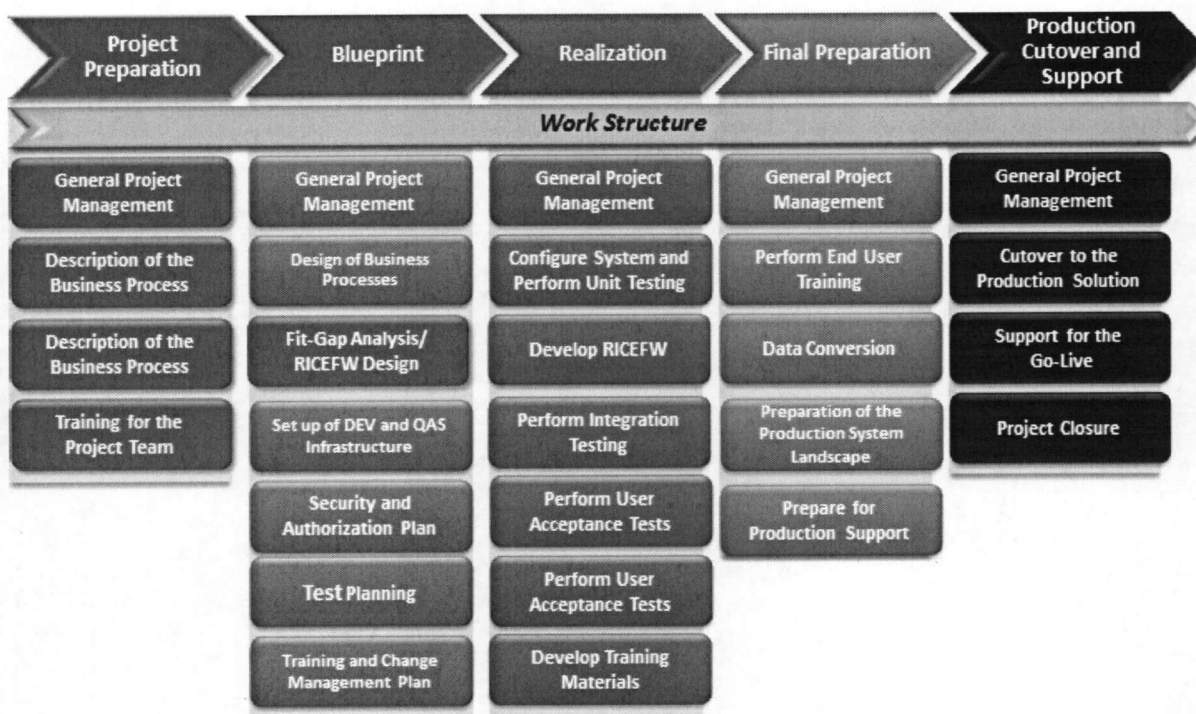
- Streamlines implementations
- Dramatically reduces project risk
- Significantly reduces implementation costs

The integrated ASAP methodology provides the foundation for the following:

- Ensures that a project is run in accordance with strict quality control standards

- Provides a disciplined approach to project management and implementation
- Greatly facilitates Organizational Change Management
- Supports focused Total Solution Management

The ASAP methodology also supports project teams with templates, tools, questionnaires, checklists, guidebooks and accelerators. Through ASAP, Implementers are able to exploit the power, accelerated features and tools already built into OnBase solutions.



ASAP Implementation – Project Phases

The ASAP methodology divides project implementation into five phases, which are described in detail below.

Phase 1: Project Preparation. In the project preparation phase, the project team defines project goals, a high-level scope and a project plan. Executive sponsorship is secured, and the project standards and organization are set up. The implementation strategy is defined and approved. At the same time, the project procedures, standards, organization and staffing are finalized. Roles and responsibilities of the entire project team are agreed upon and documented. The objectives of the project are validated and all initiation activities are documented in the project charter.

Phase 2: Blueprinting. During this business blueprint phase, solution and technical designs are described in a formal business blueprint document. Lead by solution and industry experts, a series of structured process workshops are planned and executed to arrive at the “to-be delivered” OnBase enterprise solution. All available documentation for standard, delivered support for business scenarios and all relevant preconfigured support for best and leading practices are reviewed and discussed with Subject Area Experts. All functional and technical requirements, coupled with project issues and gaps, are documented in the OnBase application management solution (OnBase Solution Manager).

Phase 3: Realization. In the realization phase, screen mockups and/or POC screenshots are included in BRD’s. Design, build, and testing are performed during development phase. The solution is tested in a number of cycle tests and then in focused, end-to-end integration testing. Configuration is also documented. All developments such as enterprise services, interfaces, data conversion programs, reports and any required enhancements are built and documented. Legacy data conversion programs are created

and tested. The production system is also installed during realization.

Phase 4: Final Preparation. Within the final preparation phase, all systems are known to function correctly following completion of integration testing and all related issues resolved. Detailed transition and cutover plans are created. The customer support organization is established. The production system is finalized with transports and customer data. At the end of this phase, the production system becomes productive and business operations start in the new environment.

Phase 5: Production Cutover and Support. The purpose of the production cutover and support phase is to move from a pre-production environment to live production operation. A readily-accessible production support organization must be in place to support the end-user community, not just for the first critical days of productive operations, but also for long-term support. This phase also ensures solution operability, which is the ability to maintain IT solutions in a functioning and operating condition while guaranteeing systems availability and required performance levels to support the execution of the enterprise's business operations. The recommended starting point of the phase is an assessment of solution operations to identify the relevant standards to be established or improved. The central operations platform is OnBase Solution Manager, with the solution described using final project documentation.

2) Proven Leading Practices Management Methodology

Over the years, our team has developed a set of industry-leading practices for Public Sector business process transformation initiatives. These Leading Practices, created and codified by Phoenix's founder Hanif Sarangi, are a key differentiator of Phoenix from other firms in the industry and are called the **Proven Leading Practices Management Methodology**. Our Leading Practices Management Methodology, successfully utilized at over 60 Public Sector organizations, represents a fusion of operating principles, work products and guidance that has been proven to lead to true value creation for our clients.

Incorporating and managing these Leading Practices during the implementation allows us to bring valuable experience to our clients. Our methods embody our core values and allow us to provide a proven approach to implementing solutions for Public Sector organizations with consistent delivery, quality of service and measurable value that is aligned with ASAP Methodology and PMI's Project Management Body of Knowledge (PMBOK) [described in 4) below].

The Implementers' Leading Practices Management Methodology has provided our clients with the following benefits:

- **Reduced total cost of implementation** by embedding Integrated Service Delivery (ISD) principles into a streamlined ASAP implementation roadmap
- **Transparency of value delivery** through consistent business case reflection
- **Effective project governance** and quality management
- **Tighter adoption of leading procedures** within the Public Sector operational value chain
- **Reduced risk, managed scope and high quality** throughout the entire project life-cycle, from evaluation through delivery
- **A strong, cohesive working relationship and partnership**

3) Integration-Focused Business Process Management

Most ECM for Public Sector implementations are designed using an ECM component (functional) approach (e.g., budget management, general ledger, accounts payable, accounts receivable, asset accounting, purchasing, inventory management, etc.), which often results in system integration issues that are not identified or understood until integration testing is performed. Consequently, there may be a significant amount of unplanned re-design and re-work necessary to address these integration issues or a less-than-optimal system may be placed into productive use, which often results in even more resources to re-integrate or re-implement the system.

The Implementers rely on **Integration-Focused Business Process Management** which focuses on OnBase for Public Sector end-to-end business process efficiency improvement. Discussions and analyses highlight the underlying integrated business requirements, supporting functional activities and overall Public Sector accounting and control integration. This approach results in more comprehensive initial design of the system and minimizes re-design and re-work during realization, testing and productive use.

4) PMBOK Guide Compliant

The Proven Implementation Framework is centered on the best practices set forth in the **Project Management Body of Knowledge (PMBOK) Guide**. These practices represent a set of principles that provide a standardized methodology for achieving excellence for initiating, planning, controlling, executing and closing a project. Not only does this framework significantly reduce the risk to an implementation project, it also has an intrinsic capacity to improve the operations of an organization as a whole.

Requordit and County have agreed that the above referenced Change Management and PMBOK practices were not delivered by Requordit under the terms of the contract. Requordit will install the software as described in Section 1.2.4.

2.8.1 New Change Management Services

Requordit shall implement the software as provided by Sections 2.2 – 2.6 of this Revised SOW. Any deviations from the executed Business Requirements Documents for each solution require prior written execution by the County and Requordit by executing the Project Change Order/Work Order (attached hereto as “Exhibit 3 - Project Change Order/Work Order” and incorporated by reference). A change order/work order shall be executed prior to any work being performed that will result in an overage of hours allocated towards that implementation of each solution.

2.9 Post Production Support

Help Desk Plan

We strive to provide you with the best support services in the industry and understand that our partnership with your business depends on our ability to provide you with timely, outstanding service - this is our ongoing commitment.

Annual Maintenance

The annual maintenance plan entitles our clients to contact our Client Services professionals with questions regarding their solution at any time.

To ensure answers to your questions as efficiently as possible, we provide a response time of 60 minutes on any call or email logged through our Support Desk. Each incident will be responded to via phone, email or if necessary, via more 'hand's-on' methods of remote connection.

Each of our clients is entitled to free software upgrades within the yearly term of their Annual Maintenance Plan as detailed in your Maintenance and Technical Services agreement with Requordit Inc. To confirm the dates of your annual term, you may refer to your Annual Maintenance Plan invoice or contact your Sales Professional for further information. The software can be downloaded from the client portal after confirming the build and version you require with our support staff. Services for implementing upgrades are not included as part of your annual fee but can be purchased from your account manager. Premier Plan hours can be used for upgrades if your organization qualifies to receive the Premier Plan or has opted to purchase the Premier Plan with your maintenance renewal.

Premier Plan Eligibility / Purchase Option

You are eligible for the Premier Plan when your organization pays \$50,000 or more in annual maintenance fees for software to Requordit. If you qualify, you will automatically be enrolled into the Premier Plan. Organizations that wish to purchase the Premier Plan can do so by ordering it during the renewal period. The cost for the Premier Plan is \$2,750 annually for those who do not qualify. Please let your account manager know if you are interested in enrolling in our Premier Plan.

Premier Plan Benefits

Our Premier Plan provides Premier Hours of services to assist in "Routine Support Service" that are normally billable through our professional services group. These services are to support the ongoing maintenance of the solution such as upgrade support, scripts that are used to update or clean up items in the database when maintaining or moving parts of the solution. They are not for deploying new solutions or writing of any custom code. The Premier Hours are calculated with the following criteria.

Option A —> If you purchase the Premier Plan you will receive 20 hours of Premier Plan Service hours with your purchase.

Option B —> If you are eligible for the premier plan due to your organization paying a qualifying amount of maintenance fees as described above, we will calculate 5% of total maintenance paid and divide it by \$185 = Total Premier Hours. You will be awarded either 20 hours, or the result of the formula, whichever is greater. Premier Hours are awarded the when maintenance is paid and are available to be used immediately in the year after the date maintenance is paid.

You will receive a notification each year upon receipt of your Premier Maintenance Plan renewal detailing your plan and the hours available to you for support services.

Solution Support Contact Information

Email or call Requordit Solution Support 24 hours a day, 7 days a week. A Requordit Solution Support

Professional will respond to your issues during regular business hours within 60 minutes by phone or email. If after normal business hours, the initial response will work to determine if the issue is critical. If the issue is deemed to be critical by the client, work will begin immediately to resolve the issue. Please note additional fees may apply and would be detailed in your maintenance and technical support agreement. Premier Hours can be used to support these after-hours functions. Non-critical issues will be responded to first thing the following day.

Support by Email: Support@REQUORDIT.com.

Support by Phone: (312)-332-9200 option (3)

Telephone support is available from REQUORDIT Monday through Friday during normal business hours 8:00 a.m. to 5:00 p.m., Central Standard Time.

Online Incident Tracking

Requordit Support Incident tracking may be accessed via the Requordit Client Site. <https://access.requordit.com/>. You can view status of your support incidents on a Support Incident screen (see below).

Client Portal

The Requordit Client Portal is available to each of our clients, enabling them to view the status of pending requests in real time (as seen below). To ensure you are always getting the most out of your solution, the most up-to-date version of your software solution is always available through the Requordit Client Portal for download.

Support Incident tracking may be accessed via <https://access.requordit.com/>

The screenshot shows the Requordit Client Portal interface. At the top, there is a logo and a login status: "Logged in as demo@gr99.com" with a "Logout" link and a "Profile Management" link. On the left, there is a sidebar with navigation links: "CLIENT PORTAL", "Home Page", "Incident Tracker", "New Incident", "Download Library", "File Transfer", "Invoices", and "Contact Us". The main content area displays two tables: "Currently Open Incidents" and "Recently Closed Incidents".

Control Number / Create Date	Incident Description	Status	Opened By
IN-108254	Fax Dead	Investigating	
11/21/2011	Current Activity: Fax machine is dead.	Priority: 3 - Normal	
IN-105066	Need to view Mousketeer Movies on Iphone	Investigating	Mickey
10/01/2009	Current Activity:	Priority: 3 - Normal	Mouse

Control Number	Incident Description	Closed	Opened By
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At the bottom left, the contact information is listed: "312-332-9200" and "www.requordit.com".

Client Responsibilities

The client is responsible for the following:

- Communications hardware and software as agreed upon by the client and Requordit .
- Establishing an adequate and/or dedicated remote connection.
- Provide access to a machine with access to all solution components, directories and software.

When contacting Requordit Support, please be sure to provide the following solution information:

- Company name
- Contact name
- Phone number and email address
- A brief but as detailed as possible description of the issue:
 - Describe the urgency of the issue

- Does this affect more than one workstation?
- Are the network and servers that are part of the Requordit Solution functioning properly?
- Product(s)
- Product version
- Operating system
- Operating system build
- Operating system service pack
- Last configuration changes to the server(s) or workstation(s) involved

Online Services

Updates are available from the Requordit Client Site or by the Requordit File Transfer Protocol (FTP) site.

The screenshot shows the Requordit Client Portal interface. On the left is a 'CLIENT PORTAL' sidebar with links: Home Page, Incident Tracker, New Incident, Download Library, File Transfer, Invoices, and Contact Us. The main content area displays a message: 'Some of the ZIP files are password protected, please contact RequordIT Support to acquire the password.' Below this are three sections: 'OnBase Client' with 'ob1110639installer.zip' (629.10 MB); 'OnBase Documentation' with 'MRG_ExternalEmailServices_62.pdf' (0.44 MB), 'MRG_FaxImportCaptaris_62_020707.pdf' (0.44 MB), and 'Thumbs.db' (0.02 MB); and 'OnBase Modules' with a list of ZIP files including 'autocadinstaller.zip' (7.93 MB), 'dds.zip' (0.10 MB), 'dds_1.1.2.zip' (0.13 MB), 'lotusnotesintegration.zip' (1.53 MB), 'lotusnotesintegration_5-8.zip' (7.03 MB), 'monarch50+.zip' (0.63 MB), 'monarch50plus.zip' (0.63 MB), 'NotesInt6.5.zip' (0.81 MB), 'obspicerinstall.zip' (21.73 MB), 'VirtualPrinter.zip' (2.56 MB), and 'VirtualPrinter2009.zip' (2.56 MB). The top right shows 'Logged in as demo@gr99.com' with 'Logout' and 'Profile Management' links. The bottom left shows the phone number '312-332-9200' and website 'www.requordit.com'.

Please contact Requordit Solution Support prior to downloading from this site. When contacting the Requordit Solution Support Department, please provide your company name, product and version desired. A Requordit Solution Support Professional will verify that you have an active Maintenance Plan and then provide via email the passwords for the download and extraction of the software update.

Remote Support

Requordit suggests that every client configure remote connection software to facilitate remote support assistance. With a remote connection, our Solution Support Professionals will connect directly into the client's system to fix most problems with little or no user intervention/disruption. This is an extremely efficient way to help clients maintain their solution.

Remote connection support software Requordit uses are:

- GOTO Meeting (Requordit preferred method)
- Citrix
- Terminal Services
- WebEx

System Maintenance

While Requordit can assist you with any questions relating to our solution, proper system maintenance by the user will greatly improve overall system reliability and performance. General system maintenance and version updates of third party software are recommended and encouraged. If you are unsure of the suggested maintenance for your system, please contact your third party provider.

3. Project Staffing, Roles & Responsibilities

3.1 The Implementers and County Staff Roles

Listed below are the expected staff member roles for Fort Bend County and the Implementers. The tasks and activities that each of the roles are respectively responsible for is also identified. The level of responsibility of each role and task is listed in the subsequent table.

The Staffing Plan documents the estimated hours per month per role to be contributed to the project by both the County and the Implementers. As the professional service hours are currently quoted, if the County does not use all of the estimated professional service hours for the implementation of a specified individual software module below, then the remaining hours may be applied to implementing a separate software module.

We recommend that one or two County professionals be dedicated to providing ongoing operational support. One OnBase administrator is required. A second resource would be beneficial to providing backup and disaster recovery capabilities in case the first resource is not available. For many of our clients, the OnBase administrator role is one part of their responsibilities, as the software is intuitive, and the Requordit and Hyland Software training resources provide ample opportunities for ongoing training. In addition, the need for customized programming requirements is minimal, and can be accomplished with a resource that is proficient in industry standard scripting practices.

The primary purpose of this resource is to provide high level technical support to the robust users and administrative staff indicated in the rollout plan. In addition, this resource will work with the individual departments to configure the OnBase software after the processes and needs have been completed.

As mentioned above, the project would require cooperation from the County IT Department. For this project, we estimate that we will commit and require the following resources:

Table 10: The Implementers and County Staff Roles

Implementers Project Team		
Role	Personnel	Responsibilities
Executive Leadership	Hanif Sarangi (Phoenix)	Chiefly responsible and accountable for the project's success. Provides guidance and input to project leadership and the Executive Steering Committee.
	Mark Buckley (Requordit)	Offers resolution to critical solution issues. Review the integrity of the work performed. Resolves high-level management issues.
Project Manager	Patricia Kackley	Involved in the day to day project operations as the point of contact for the Implementers. Responsible for outlining and addressing project goals, success criteria, and issues that may arise during implementation. Ensures project plans and timelines are up to date. Provides counsel to County. Participates in project status meetings. Works with the County to identify quick-wins.

Scope of Services

Implementers Project Team		
Role	Personnel	Responsibilities
Project Coordinator	(Requordit)	<p>Compose project documentation</p> <p>Provide support for comprehensive end-of-year or program analysis</p> <p>Aid in management of client budget(s)</p> <p>Facilitate the development and execution of activation strategies, plans, and activities</p> <p>Conduct research in needed areas and/or for new opportunities</p> <p>Assist with the evaluation of renewal contracts and new relationships</p> <p>Contribute to team spirit on the account team, including contact with client(s)</p> <p>Assist County management in the implementation of County goals and objectives, including but not limited to, new business development</p> <p>Perform other duties as assigned</p>
Lead Consultant	Jeremy Nobles	<p>Responsible for outlining and addressing project goals, success criteria, and issues that may arise during implementation.</p> <p>Ensures project plans and timelines are up to date.</p> <p>Provides counsel to County.</p> <p>Participates in project status meetings.</p> <p>Works with the County to identify quick-wins.</p>
Business Analyst	Sally Mohr (Requordit)	<p>Formally defines project scope, plan and completion sign-off.</p> <p>Manages day to day project operations including implementation, system integrations and data conversions.</p> <p>Allocates the deployment of Requordit resources.</p> <p>Meets with County for periodic solution reviews.</p> <p>Approves and manages Project Change Requests.</p>
Senior Designer Analyst/Implementer	Brian Sullivan (Requordit)	<p>Project Lead Implementer.</p> <p>Project Designer/Code Reviewer.</p> <p>Provides programming and development best practice methods to the overall solution.</p> <p>Responsible for project's quality assurance.</p>
Senior Implementer	(Requordit)	<p>Project Implementer.</p> <p>Provides programming and development best practice methods to the overall solution.</p> <p>Responsible for project's quality assurance.</p>
Project Support	(Requordit)	<p>Support efforts necessary to meet project goals and success criteria.</p> <p>Ensure project plans and timelines are being met.</p> <p>Provide support to project team and counsel to County.</p> <p>Participates in project status meetings.</p> <p>Supports areas of information or planning deficiencies.</p> <p>ECM Best Practice advocate.</p>

County Technical Project Team:

Scope of Services

Role	Count	Effort	Effort Description
Project Manager / Business Analyst	1	100%	Involved in the day to day project operations as the point of contact for the county.
System Administrator	1	50%	Need to be trained (hands on) on how to trouble shoot the system. Will be given skills to analyze how to solve and process ECM issues.
Database Administrator	1	10%	Involved in database setup /back up and optimization
Security Administrator	1	10%	Responsible for ensuring that the team will have the proper access to the system. Needs knowledge of Single Sign On.
Web Administrator	1	10%	Responsible for integrating OnBase with the web portal
Programmer	1	10%	They will be responsible for developing any reports, interfaces, conversions, enhancements that will arise from the design stage

3.2 Project Milestones, Payment Schedule, and Roles

The table below maps the responsibilities for each team member over the course of the project. The assignment of roles and responsibilities has been made in order to achieve a continuous and effective transfer of knowledge to facilitate the long-term support of the system by County staff.

Project Timed Payments:

Software Purchase	
Software down payment at the time of contract approval	50%
Software payment 90 days from contract approval	50%
Maintenance Enrollment	
Maintenance down payment at the time of contract approval	50%
Maintenance payment 90 days from contract approval	50%
Project Management Services	
Project Management: Billed monthly as professional services not to exceed \$37,000.	Monthly Billing

Project Milestones and Milestone Payments

See attached "Exhibit 4 – Revised Project Milestones and Milestone Payments"

4. OnBase Pricing

4.1 OnBase Software

Client:		Fort Bend County, Texas					
Contact:							
Sales Quote #:		SO-6000		Date:		08/16/2016	
Project Name:		Phase 1 ECM Solution				\$1,413,225.00	
Qty	Part #	Description	MSRP	MSRP Price	Discount Price	Ext. Price	
Hyland OnBase Software 10%							
1	IAIPW1	Advanced Capture	\$25,000.00	\$25,000.00	\$22,500.00	\$22,500.00	
1	ARIPW1	Automated Redaction	\$20,000.00	\$20,000.00	\$18,000.00	\$18,000.00	
1	OMIP1-IPAD	iPad Mobile Integration	\$5,000.00	\$5,000.00	\$4,500.00	\$4,500.00	
1	CLIPW1	COLD/ERM	\$10,000.00	\$10,000.00	\$9,000.00	\$9,000.00	
100	CTIPC1	Concurrent Client	\$1,400.00	\$140,000.00	\$1,260.00	\$126,000.00	
1	CFIP1	Context Search Framework	\$10,000.00	\$10,000.00	\$9,000.00	\$9,000.00	
1	WTIP1-AS	Conversion Framework for Aspose	\$3,000.00	\$3,000.00	\$2,700.00	\$2,700.00	
1	ADIP1	Document Composition	\$20,000.00	\$20,000.00	\$18,000.00	\$18,000.00	
1	DPIPW1	Document Import Processor	\$5,000.00	\$5,000.00	\$4,500.00	\$4,500.00	
1	AEIP2	Enterprise Application Enabler	\$50,000.00	\$50,000.00	\$45,000.00	\$45,000.00	
15	IDIPC1	Full-Text Indexing Concurrent Client for Autonomy IDOL	\$300.00	\$4,500.00	\$270.00	\$4,050.00	
1	IDIP1	Full-Text Indexing Server for Autonomy IDOL	\$10,000.00	\$10,000.00	\$9,000.00	\$9,000.00	
1	OLIP1-13	Integration for Microsoft Outlook 2013	\$5,000.00	\$5,000.00	\$4,500.00	\$4,500.00	
1	ICAPIP1	Intelligent Capture for AP*	\$35,000.00	\$35,000.00	\$31,500.00	\$31,500.00	
1	OBIPW1	Multi-User Server	\$8,000.00	\$8,000.00	\$7,200.00	\$7,200.00	
5	CTIPN1	Named User	\$700.00	\$3,500.00	\$630.00	\$3,150.00	
1	OIIPW4-13	Office Business Application for 2013	\$15,000.00	\$15,000.00	\$13,500.00	\$13,500.00	
1	PDFIP1	PDF Framework	\$3,000.00	\$3,000.00	\$2,700.00	\$2,700.00	
1	DIIPW1	Production Document Imaging (Kofax or TWAIN) (1)	\$5,000.00	\$5,000.00	\$4,500.00	\$4,500.00	
10	DIIPW2	Production Document Imaging (Kofax or TWAIN) (2+)	\$3,000.00	\$30,000.00	\$2,700.00	\$27,000.00	
1	APIPQ4	Query API (Additional block of 500 queries/hour) (Core)	\$8,000.00	\$8,000.00	\$7,200.00	\$7,200.00	
1	APIPQ3	Query API (Initial 500 queries/hour) (Core)	\$10,000.00	\$10,000.00	\$9,000.00	\$9,000.00	
1	RIIP1	Records Management	\$20,000.00	\$20,000.00	\$18,000.00	\$18,000.00	
1	PWIP1	Signature Pad Interface (TWAIN)	\$6,000.00	\$6,000.00	\$5,400.00	\$5,400.00	
1	UNIP1	Unity Client Server	\$10,000.00	\$10,000.00	\$9,000.00	\$9,000.00	
1	UIIP1	Unity Integration Toolkit	\$10,000.00	\$10,000.00	\$9,000.00	\$9,000.00	
1	PTIPC1	Virtual Print Driver	\$5,000.00	\$5,000.00	\$4,500.00	\$4,500.00	
1	WTIPW1	Web Server	\$10,000.00	\$10,000.00	\$9,000.00	\$9,000.00	
20	WLIPC1	Workflow Concurrent Client SL (1-20)	\$2,200.00	\$44,000.00	\$1,980.00	\$39,600.00	
5	WLIPC2	Workflow Concurrent Client SL (21-50)	\$1,800.00	\$9,000.00	\$1,620.00	\$8,100.00	
20	VLIPC1	WorkView Concurrent Client SL (1-20)	\$1,500.00	\$30,000.00	\$1,350.00	\$27,000.00	

Scope of Services

10	VLIPC2	WorkView Concurrent Client SL (21-50)	\$1,300.00	\$13,000.00	\$1,170.00	\$11,700.00
<i>*Includes: Mailbox Importer, Data Capture Server, Fax Integration Server, Reporting Dashboards and processing for 100,000 invoices per year</i>						
Subtotal of the OnBase Software			List Total	\$582,000.00		\$523,800.00
ReQuord Software						
1	RQ-Media	ReQuord Media	\$10,000.00	\$10,000.00	\$5,000.00	\$5,000.00
1	RQ-Scan-Now	ReQuord Scan Now	\$10,000.00	\$10,000.00	\$5,000.00	\$5,000.00
1	RQ-Elect-RMS	ReQuord Electronic RMS	\$75,000.00	\$75,000.00	\$37,500.00	\$37,500.00
1	RQ-RFP-MNG	ReQuord RFP Management Solution	\$5,000.00	\$5,000.00	\$2,500.00	\$2,500.00
*One-time 50% Discount						
Subtotal of the ReQuord Software			List Total	\$100,000.00		\$50,000.00
Total of All Software						\$573,800.00

4.2 OnBase Maintenance

Maintenance						
1	OBSMAINT	OnBase Maintenance, Premium Subscript, ShareBase	\$131,400.00	\$131,400.00		\$131,400.00
1	RQ-MAINT	ReQuord Maintenance 18.5% of List Price	\$18,500.00	\$18,500.00		\$18,500.00
Subtotal of the Software Maintenance			\$149,900.00	\$149,900.00		

4.3 Professional Services

Professional Services						
200	Project Management		\$225.00	\$225.00	\$185.00	\$37,000.00
60	OnBase Set Up		\$225.00	\$225.00	\$185.00	\$11,100.00
720	Department Set Up and Workflows		\$225.00	\$225.00	\$185.00	\$133,200.00
40	Lawson Integration w/ Ap Enabler		\$225.00	\$225.00	\$185.00	\$7,400.00
1000	Lawson AP Solution		\$225.00	\$225.00	\$185.00	\$185,000.00
180	RQ Electronic Records Management		\$225.00	\$225.00	\$185.00	\$33,300.00
225	Records Management		\$225.00	\$225.00	\$185.00	\$41,625.00
220	Vendor Management / Contract Management		\$225.00	\$225.00	\$185.00	\$40,700.00
1	OnBase Admin Class		\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00
120	Training Materials		\$225.00	\$225.00	\$185.00	\$22,200.00
1	Conversion Services		\$55,000.00	\$55,000.00	\$55,000.00	\$55,000.00
1	Conversion Backfile		\$60,000.00	\$60,000.00	\$60,000.00	\$60,000.00
1	Travel ending December 2016		\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00
1	Travel ending May 2017		\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00
Subtotal of the Services		\$689,325.00				

4.4 Total Cost

Total Software Cost**	\$573,800.00
Total Maintenance Cost**	\$149,900.00
Total Professional Services Cost	\$689,525.00
Total Phase 1 Implementation Cost**	\$1,413,225.00
Comments: **Price is valid for 60 days as of 8/16/2016	

5. Hardware Requirements and Recommendations

5.1 OnBase Infrastructure Recommendations

Requordit works with the client to maximize the investments they have made in technology wherever possible. Below you will find a network diagram, Server Specifications for each of the server roles needed for the project, and descriptions of their role in the solution. The OnBase solution is designed to scale and can provide ECM to very large organizations.

The OnBase solution is made up of 4 primary roles for servers. Database server, File Server, Web/Application server, Work Server. Each of these components can scale independently. One of the most powerful benefits that OnBase has is the ability to scale each component as well as use new technology very easy. Here is a brief description of each server's role and some options to consider.

STORAGE

For the first year, 2TB of storage is expected to be sufficient. Additional storage may be added as development and usage increase.

DATABASE

The database server is recommended to be a Microsoft SQL server. We are able to use standard or enterprise depending on the business continuity planning that you have in place. We are able to use nearly any solution for business continuity as we are connecting to the database via ODBC. Therefore, if you have a current clustered environment or high availability offering, we can simply place our database on that server infrastructure and connect to it easily. There are no proprietary OnBase components that need to run on the server. During the implementation we will work with the DBA's to configure maintenance plans and support activities once we have the database in place and functioning. Below you will see minimum hardware specifications for the DB server if you were needing to purchase new equipment to support the deployment efforts of the County. However, we want to be clear, we can live in a virtual machine and use your existing database functionality if you so choose and avoid the expense of new equipment.

FILE SERVER

The file server is a role that needs to provide a UNC share to the application server of OnBase. There are many storage technologies such as storage arrays, servers, etc. Many of these run on Windows, Linux, or even proprietary operating systems. We can work with nearly any of these technologies. We simply need the UNC share provided to the Application server. We do want to work with the county to make sure that adequate storage planning is done in regards to the anticipated volume of file storage. We would need to make sure that the files are also backed up or replicated in a manner that is satisfactory to the County. We can use you existing infrastructure if so desired and easily move the data to new hardware when appropriate. We can operate in a virtual world if needed for the file server as well, however, we have provided server specifications below for your review should you need to purchase the hardware.

WEB/APPLICATION SERVER

The Web/Application server is an IIS server that will need to be the latest released version of IIS for the server OS you are choosing to deploy. We recommend Server 2012 R2 for these servers. We are recommending that you provide 2 Web/Application servers to support the deployment using a load balancer to help direct the traffic. OnBase has the ability to scale very well as we can continue to add additional Web/Application servers to the pool as the needs grow. This provides great redundancy and scalability along with absolute security control as well. Each Web/Application server should be using a secure HTTPS connection. Again, we want to work with the existing infrastructure that the County has, but below you will find specifications for purchasing hardware if needed. These work very well in a virtual

environment as well. One additional important point. Each Web server needs to have a dedicated 8 gig RAM in a virtual environment. We have found that allowing the Web/Application server to use managed resource in a virtual environment works but slows the responsiveness of the application.

Additionally, for business continuity we can take snapshots of the Web/Application server and use them to easily scale the next server or even to use as backup should one of the production servers fail.

WORK SERVER

Work Servers are needed for various reasons in a deployment. The uses are typically timer services for the workflow engine or modules of OnBase such as OCR or Full text indexing servers. Each of these components will be connection to OnBase via the application server as well. This makes each of these work servers scalable as we simply let each work server know which timers they are responsible for and they execute the work. No configuration is really necessary on each of these servers other than the base installation of the components and the connection to the application server. We are recommending 3 Worker servers currently for support of OCR, Workflow Timers, and Full Text Indexing. These servers can be virtual, however, we have placed minimum specification below in case there are purchases to be made.

Production Environment:

Database Server

CPU	2 Cores
Memory	8 GB
Disk Configuration	Array 1 – RAID 1 – OS and Transaction Log Array 2 – RAID 1 + 0 – OnBase database Array 3 – RAID 1 + 0 – tempdb

File Server(s)

CPU	2 Cores per server
Memory	4 GB per server
Disk Configuration	Array 1 – RAID 1 – OS Array 2 – RAID 5 – with adequate storage for Disk Groups

WORK Servers

CPU	2 Cores per server
Memory	4 GB per server
Disk Configuration	Array 1 – RAID 1 – OS Array 2 – RAID 1 – OnBase application files

Web/Application Server(s)

CPU	4 Cores across one or more servers
Memory	4 GB per server
Disk Configuration	Array 1 – RAID 1 – OS Array 2 – RAID 1 – OnBase application files

For the OnBase solution:

- One (2) Web/Application Servers (may add additional in the future depending on client load)
- One (3) Work Server (may add additional in the future depending on processing load)
- One (1) File Server (Need to decide initial storage size)
- One (1) Database server (Can be Current Server)

Recommended Software Versions

Server: Windows Server 2012 R2

SQL: SQL Server 2012

Temporary Disk Space for Processing Servers: 40 GB

TEST Environment: (Duplicate for Development)

*OnBase provides Production, Test, and Development Licenses.

Database Server

CPU	2 Cores
Memory	4 GB
Disk Configuration	Array 1 – RAID 1 – OS and Transaction Log Array 2 – RAID 1 + 0 – OnBase database Array 3 – RAID 1 + 0 – tempdb

File Server(s)

CPU	2 Cores per server
Memory	4 GB per server
Disk Configuration	Array 1 – RAID 1 – OS Array 2 – RAID 5 – with adequate storage for Disk Groups

WORK Server(s)

CPU	2 Cores per server
Memory	4 GB per server
Disk Configuration	Array 1 – RAID 1 – OS Array 2 – RAID 1 – OnBase application files

Web/Application Server(s)

CPU	4 Cores across one or more servers
Memory	4 GB per server
Disk Configuration	Array 1 – RAID 1 – OS Array 2 – RAID 1 – OnBase application files

For the OnBase Test Server solution:

- One (1) Web/Application Server
- One (1) WORK server
- One (1) File Server
- One (1) Database server

Example Hardware Environment

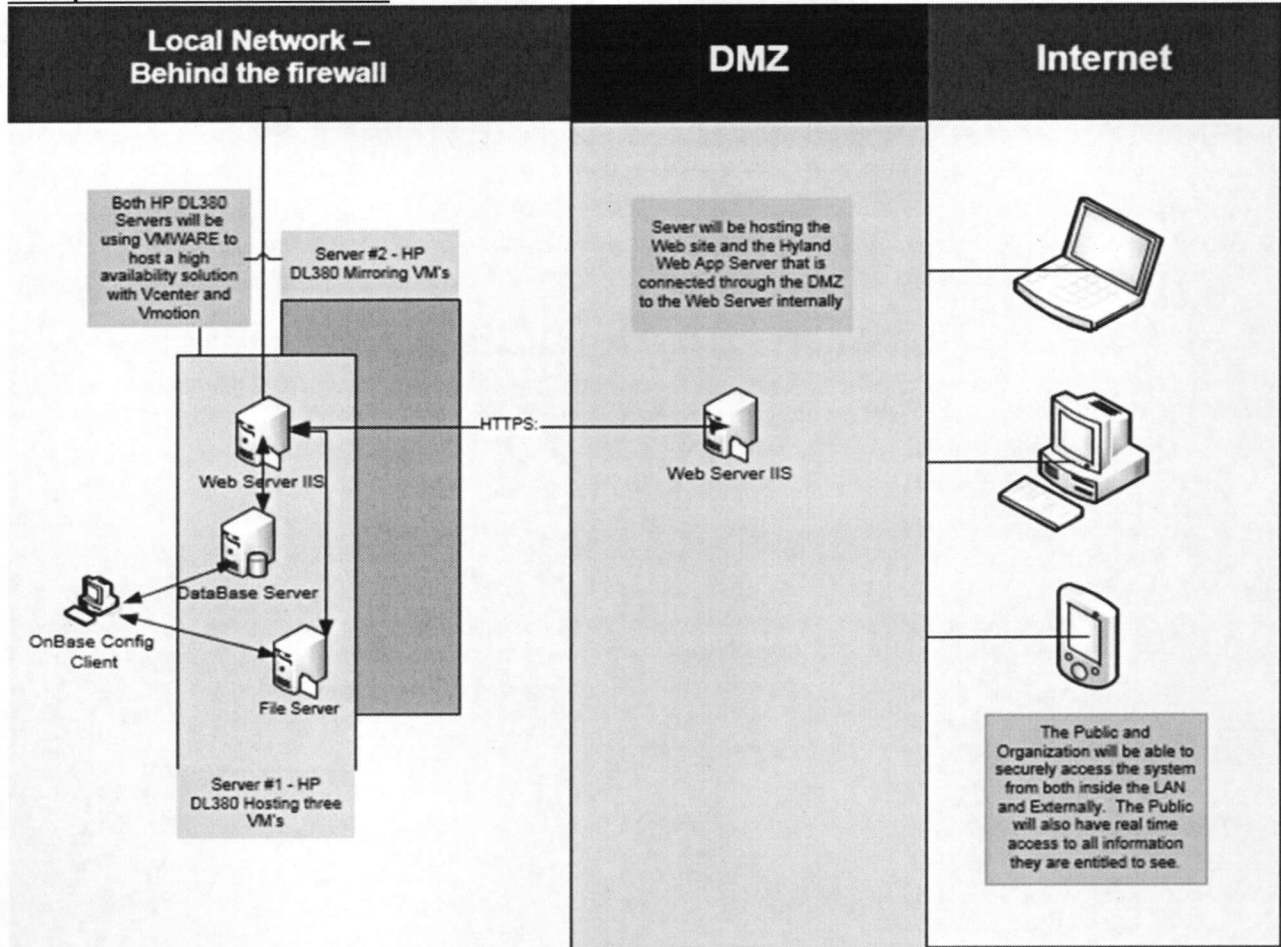


Exhibit 3 - Project Change Order/Work Order

Project Change Order/Work Order

ECM Implementation

Fort Bend County

Enterprise Content Management RFP-16-026

Role	Name	Phone	Email
Project Sponsor			
Dept. Manager			
Program Manager			
Project Manager			

Revision History

Identify document changes.

Version	Date	Requestor	Description
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General Information

Project Name			Date
Enterprise Content Management Solution RFP-16-026			
Agency			
Phoenix Business Consulting in conjunction with Requordit Inc.			
Contact	Phone	Email	Fax
Phoenix Business Inc.			
Hanif Sarangi, President, Phoenix	512-557-4731	rfpteam@phoenixteam.com	817-549-0261
Signature 			Date
Requordit Inc.			
Mark Buckley, President	312-332-9200	mark.Buckley@Requordit.com	
Signature 			Date
Project Manager (Requordit)			
Pat Kackley			
Signature			Date
Project Manager (Fort Bend County)			
Signature			Date
Program Manager (Fort Bend County)			
Susan Folk			
Signature			Date

Change Request Analysis

Check all that apply.

☐ Project Cost

☐ Project Start/End Date

☐ Contract Amount

☐ Project Costs

☐ Project Scope

☐ Technology

☐ Major Deliverables/
Outcomes

☐ Roles/ Responsibilities

☐ Other

Impact Description – Describe the impact for each of the items checked above.

Description

Describe the proposed change.

Justification

Justify why the proposed change is necessary.

Impact of Not Implementing

Explain the impact if the proposed change is not implemented.

Alternatives

Provide the alternatives that could be implemented instead of the proposed change.

Impact to Budget/Funding Source

Describe any impacts to the budget or funding source.

Hours	Description	SOW Sect.	\$ Amt	Funding Source	Original Milestone Date	New Date Milestone

Additional Information

Provide any additional information regarding the change request recommendation.

Exhibit 4 – Revised Project Milestones and Milestone Payments

The following "Table A" is a reallocation of the hours contained in the original Project Milestones and Milestone Payments, "Table B." Table A is based upon the language from Exhibit 2 – Revised Statement of Work. Unless otherwise indicated in Table A, Table B is revised to reflect the reallocation of hours in Table A. To the extent of a conflict between Table A and Table B, Table A controls.

Table A

SOW	Hours	Hours Used	Professional Services	Ext Price	Revised	Subtotal	Need Funds	Available for Reallocation	Not Billable
	200.00	200+	Project Management	37,000.00	37,000.00	37,000.00			
2.0.0	60.00	unknown	OnBase SW Deployment	11,100.00	11,100.00	11,100.00			
3.1.0	51.43	51.43	Dept 1 BRD - County Atty	9,514.29	9,514.29				
3.1.5	51.43	51.43	Dept 1 Production Signoff - County Atty	9,514.29	9,514.29				
	17.14	17.14	Work Order to increase to \$22,200		3,171.42		3,171.42		
	180.00	180.00	Work Order RQ ERMS \$16,650 *2		33,300.00		33,300.00		
	225.00	225.00	Work Order HR Records Mgmt 4.0		41,625.00		41,625.00		
	32.00	After Chg Order	Work Order Amy's Required Changes		5,920.00		5,920.00		
	17.00	17.00	Troubleshooting - from Contingency		3,145.00		3,145.00		
			Not Billable - Cost Overruns by Amy, UAT						11,423.75
	574.00	542.00	Subtotal			106,190.00			
3.2.0	51.43		Dept 2 BRD - HR	9,514.29	9,514.29				
3.2.5	51.43		Dept 2 Production Signoff - HR	9,514.29	9,514.29				
	17.14		Work Order to increase to \$22,200		3,171.42		3,171.42		
	40.00		Work Order - 40 hours Lawson App Enabler		7,400.00		7,400.00		
	40.00		Work Order - Overage		7,400.00		7,400.00		
	0.00		Work Order - CANCEL pending for Prod Accept		0.00				
	3.00		Work Order - Nullify Retention Date		555.00		555.00		
	203.00	222.50	Subtotal			37,555.00			

[illegible]

4.0.0	112.50		HR Records Mgmt (NOT HR Dept)	20,812.50	0.00			20,812.50	
4.1.8	112.50		HR Records Mgmt Signoff	20,812.50	0.00			20,812.50	
	0.00		Subtotal			0.00			
5.0.0	40.00		Lawson IntegrationApplication Enabler	7,400.00	0.00			7,400.00	
	0.00		Subtotal			0.00			
6.0.0	250.00	<i>just signed off</i>	AP BRD Signoff	46,250.00	46,250.00				
6.3.0	250.00		AP PO Process Elevation to Test	46,250.00	46,250.00				
6.3.0	250.00		AP Non-PO Process to Test	46,250.00	46,250.00				
6.7.0	250.00		AP Production - both env.	46,250.00	46,250.00				
	8.00		Work Order - App Enabler needed for AP from Contingency		1,480.00		1,480.00	0.00	
	15.00		Work Order AP Security Keyword		2,775.00		2,775.00	0.00	
	1023.00	483.50	Subtotal			189,255.00			
7.0.0	110.00	<i>starting</i>	Vendor & Contract Mgmt BRD	20,350.00	20,350.00				
7.5.0	110.00		Vendor & Contract Mgmt Prod Signoff	20,350.00	20,350.00				
	220.00	145.25	Subtotal			40,700.00			
8.0.0	90.00	0.00	RQ ERMS BRD	16,650.00	0.00			16,650.00	
8.9.0	90.00	0.00	RQ ERMS Signoff	16,650.00	0.00			16,650.00	
	0.00		Subtotal			0.00			
10.0.0	120.00	<i>unknown</i>	Training	22,200.00	22,200.00	22,200.00		0.00	
11.0.0	297.30	0.00	Data Migration Services	55,000.00	0.00			55,000.00	
11.0.0	324.32	0.00	Data Conversion Backfile	60,000.00	0.00			60,000.00	
	0.00		Subtotal			0.00			

		Travel	40,000.00	40,000.00				
		Travel	20,000.00	20,000.00				
	1.00	OnBase Admin Class taken, Dec. 2016	3,000.00	3,000.00	63,000.00			
	16.00	Work Order - Sandbox		2,960.00		2,960.00		
	40.00	Work Order - RQ ERMS		7,400.00		7,400.00		
	1.00	Cancel Work Order - 0 training classes		0.00		0.00		
	2.00	Work Order - AppServer DNS change loadbalancer		370.00		370.00		
	8.00	Work Order - Workflow / Workview OnSite Class (\$550 estimated travel should come out of travel funds)		1,480.00		1,480.00		
		Work Order - Records Mgmt - 1 env.		4,440.00		4,440.00		
				Subtotal	16,650.00			
	6463.19	TOTAL	689,525.05	579,149.99	579,149.99	139,278.52	249,653.58	11,423.75
Contingency			110,375.05			110,375.06		

Table B

Key Activities	Milestones	County Requirement	Lead/Assist	
		OnBase Project	Implementers	County
OnBase Implementation Planning	1.0.0	Project Planning and Scoping		
Project Start (prior to kickoff)	Payment	\$24,975		
Implementation Plan/ Master Work Plan	1.0.1	Project Execution	Lead	Assist
Project Roles and Responsibilities Matrix	1.0.2	Project Execution	Lead	Assist
Issue Management Plan	1.0.3	Project Execution	Lead	Assist
Scope Management Plan	1.0.4	Project Execution	Lead	Assist
Risk Management Plan	1.0.5	Project Execution	Lead	Assist
Project Communication Plan	1.0.6	Project Execution	Lead	Assist
Organizational Change Management Plan	1.0.7	Project Execution	Lead	Assist
Project Team Training Plan	1.0.8	Project Execution	Lead	Assist
Infrastructure Specification Plan	1.0.9	Project Execution	Lead	Assist
OnBase Software Deployment	2.0.0	Software Installation		
Business Requirements Document (BRD): Infrastructure	2.1.0	Solution Execution	Lead	Assist
Prep OnBase Prod, Dev, and Test Systems	2.2.0	Hardware Prep	Lead	Assist
Software Installation and Infrastructure configuration	2.2.1	Deployment/Configuration	Lead	Assist
Deployment for Development, Test, and Production	2.2.2	Deployment/Configuration	Lead	Assist
DEV environment installed	Payment	\$11,000		
Configure Web Server	2.2.3	Deployment/Configuration	Lead	Assist
Configure Unity Server	2.2.4	Deployment/Configuration	Lead	Assist
Configure File Storage	2.2.5	Deployment/Configuration	Lead	Assist
AD Configuration	2.2.6	Deployment/Configuration	Lead	Assist
Business Requirements Document (BRD) - per dept.	2.3.0	Solution Execution	Lead	Assist
OnBase Document Groups & User Security Plan	2.3.1	Business Process	Assist	Lead
Scan Queue Map for Scanning or Sweep Plan	2.3.2	Business Process	Assist	Lead
Design Workflow (1 per department)	2.3.3	Business Process	Assist	Lead
Design Unity Form (1 per department)	2.3.4	Business Process	Assist	Lead
Configure Document Groups, Document Types, Keywords	2.4.0	Deployment/Configuration	Lead	Assist
Configure Scan Queues	2.4.1	Deployment/Configuration	Lead	Assist
Configure User Security Rights	2.4.2	Deployment/Configuration	Lead	Assist
Configure Workflow	2.4.3	Deployment/Configuration	Lead	Assist
Configure Unity Form	2.4.4	Deployment/Configuration	Lead	Assist

Department Setup	3.0.0			
Department 1	3.1.0		Lead	Assist
Department BRD	3.1.1	Solution Execution	Lead	Assist
BRD Signoff	Payment	\$9,514.29		
Configure Document Types	3.1.2	Deployment/Configuration	Lead	Assist
Unity Forms	3.1.3	Deployment/Configuration	Lead	Assist
Scanning	3.1.4	Deployment/Configuration	Lead	Assist
Workflow (TBD)	3.1.5	Deployment/Configuration	Lead	Assist
User Acceptance	Payment	\$9,514.29		
Department 2	3.2.0		Lead	Assist
Department BRD	3.2.1	Solution Execution	Lead	Assist
BRD Signoff	Payment	\$9,514.29		
Configure Document Types	3.2.2	Deployment/Configuration	Lead	Assist
Unity Forms	3.2.3	Deployment/Configuration	Lead	Assist
Scanning	3.2.4	Deployment/Configuration	Lead	Assist
Workflow (TBD)	3.2.5	Deployment/Configuration	Lead	Assist
User Acceptance	Payment	\$9,514.29		
Department 3	3.3.0		Lead	Assist
Department BRD	3.3.1	Solution Execution	Lead	Assist
BRD Signoff	Payment	\$9,514.29		
Configure Document Types	3.3.2	Deployment/Configuration	Lead	Assist
Unity Forms	3.3.3	Deployment/Configuration	Lead	Assist
Scanning	3.3.4	Deployment/Configuration	Lead	Assist
Workflow (TBD)	3.3.5	Deployment/Configuration	Lead	Assist
User Acceptance	Payment	\$9,514.29		
Department 4	3.4.0		Lead	Assist
Department BRD	3.4.1	Solution Execution	Lead	Assist
BRD Signoff	Payment	\$9,514.29		
Configure Document Types	3.4.2	Deployment/Configuration	Lead	Assist
Unity Forms	3.4.3	Deployment/Configuration	Lead	Assist
Scanning	3.4.4	Deployment/Configuration	Lead	Assist
Workflow (TBD)	3.4.5	Deployment/Configuration	Lead	Assist
User Acceptance	Payment	\$9,514.29		
Department 5	3.5.0		Lead	Assist

Department BRD	3.5.1	Solution Execution	Lead	Assist
BRD Signoff	Payment	\$9,514.29		
Configure Document Types	3.5.2	Deployment/Configuration	Lead	Assist
Unity Forms	3.5.3	Deployment/Configuration	Lead	Assist
Scanning	3.5.4	Deployment/Configuration	Lead	Assist
Workflow (TBD)	3.5.5	Deployment/Configuration	Lead	Assist
User Acceptance	Payment	\$9,514.29		
Department 6	3.6.0		Lead	Assist
Department BRD	3.6.1	Solution Execution	Lead	Assist
BRD Signoff	Payment	\$9,514.29		
Configure Document Types	3.6.2	Deployment/Configuration	Lead	Assist
Unity Forms	3.6.3	Deployment/Configuration	Lead	Assist
Scanning	3.6.4	Deployment/Configuration	Lead	Assist
Workflow (TBD)	3.6.5	Deployment/Configuration	Lead	Assist
User Acceptance	Payment	\$9,514.29		
Department 7	3.7.0		Lead	Assist
Department BRD	3.7.1	Solution Execution	Lead	Assist
BRD Signoff	Payment	\$9,514.29		
Configure Document Types	3.7.2	Deployment/Configuration	Lead	Assist
Unity Forms	3.7.3	Deployment/Configuration	Lead	Assist
Scanning	3.7.4	Deployment/Configuration	Lead	Assist
Workflow (TBD)	3.7.5	Deployment/Configuration	Lead	Assist
User Acceptance	Payment	\$9,514.29		
Promote to Test (Segmented across departments)		Solution Promotion	Lead	Assist
Promote to Production (Segmented across departments)		Solution Promotion	Assist	Lead
Human Resources Records Management Solutions	4.0.0	Records Management activities such as document retention and destruction.		
Records Management	4.1.0			
Business Requirements Document (BRD) -HR Records	4.1.1	Business Process	Lead	Assist
BRD Signoff	Payment	\$20,812.50		
Folder and Record Design Plan	4.1.2	Business Process	Lead	Assist
Retention Schedules	4.1.3	Business Process	Lead	Assist
Role Base Security Plan	4.1.4	Business Process	Lead	Assist
Approver Workflow with Unity Form (standard) Design	4.1.5	Business Process	Lead	Assist

Configuration	4.1.6	Deployment/Configuration	Lead	Assist
Testing	4.1.7	Testing	Assist	Lead
User Acceptance	4.1.8	User Acceptance	Assist	Lead
User Acceptance Signoff	Payment	\$20,812.50		
Employee Onboarding	4.2.0	Workflow and Unity forms for the onboarding of employees		
Business Requirements Document (BRD) - HR Onboarding	4.2.1	Business Process	Lead	Assist
Workflow Process	4.2.2	Business Process	Lead	Assist
Documents	4.2.3	Business Process	Lead	Assist
Role Base Security Plan	4.2.4	Business Process	Lead	Assist
Form Design	4.2.5	Business Process	Lead	Assist
Configuration	4.2.6	Deployment/Configuration	Lead	Assist
Testing	4.2.7	Testing	Assist	Lead
User Acceptance	4.2.8	User Acceptance	Assist	Lead
(Billed as a part of Department setup and workflow in the above section)				
Application Enabler - Lawson Integration (HR and Audit)	5.0.0	Document retrieval integration for Lawson		
Business Requirements Document (BRD) - App Enabler.	5.0.1	Solution Execution		
BRD Signoff	Payment	\$3,700		
Create Interface Plan	5.0.2	Interface Plan	Lead	Assist
Deploy App Enabler Integration with Lawson	5.0.3	App Enabler Integration	Lead	Assist
Integration Completed	Payment	\$3,700		
Lawson AP Solution: 2-way, 3-way, and Non-PO	6.0.0			
Business Requirements Document (BRD) - Unity API	6.1.0	Business Process		
BRD Signoff	Payment	\$46,250		
Create Interface Plan	6.1.1	Interface Plan	Lead	Assist
Deploy Unity API Integration with Lawson	6.2.0	Unity API Integration	Lead	Assist
Lawson AP Solution Micro-steps (2/3 way and Non-PO)	6.3.0	Deployment/Configuration		
PO process elevation to Test	Payment	\$46,250		
Non-PO process elevation to Test	Payment	\$46,250		
Data Migration Test Plans and Results	6.4.0	Migration Q/M Q/A Q/C	Lead	Assist
Conduct Production Readiness Assessment	6.5.0	Cutover	Assist	Lead
Production System Design	6.6.0	System Design	Lead	Assist
Conduct System Tests	6.7.0	System Management	Assist	Lead
Move to Production	Payment	\$46,250		

Vendor and Contract Management	7.0.0	OnBase Vendor Management solutions streamline the process of creating and updating your Accounts Payable vendor records.		
Business Requirements Document (BRD) - RQ ERMS	7.1.0	Business Process	Lead	Assist
BRD Signoff	Payment	\$20,350		
Develop OnBase WorkView Apps (Contract & Vendor Mgmt.)	7.2.0	WorkView Enhancement	Lead	Assist
Develop Forms	7.2.1	Deployment/Configuration	Lead	Assist
Develop Workflow	7.2.2	Deployment/Configuration	Lead	Assist
Test and Migrate Enhancements	7.3.0	Migration Q/M Q/A Q/C	Assist	Lead
User Roles and Authorizations (Role to Position Mapping)	7.4.0	User Security Testing	Lead	Assist
Perform a Go-Live Check	7.5.0	System Management	Assist	Lead
User Acceptance	Payment	\$20,350		
RQ ERMS	8.0.0			
Business Requirements Document (BRD) - RQ ERMS	8.1.0	Business Process		
BRD Signoff	Payment	\$16,650		
Install RQ ERMS out of the box	8.2.0	Deployment/Configuration	Lead	Assist
Install and configure Mobile Broker	8.3.0	Deployment/Configuration	Lead	Assist
Solution Modification Plan	8.4.1	Business Process	Lead	Assist
Box and Series Design Plan	8.4.2	Business Process	Lead	Assist
Retention Schedule	8.4.3	Business Process	Lead	Assist
Role Base Security Plan	8.4.4	Business Process	Lead	Assist
Form Modification Design	8.4.5	Business Process	Lead	Assist
RQ ERMS Configuration	8.5.0	Deployment/Configuration	Lead	Assist
Testing	8.6.0	Testing	Assist	Lead
User Acceptance	8.7.0	User Acceptance	Assist	Lead
Data Migration Test Plans and Results	8.8.0	Migration Q/M Q/A Q/C	Lead	Assist
Perform a Go-Live Check	8.9.0	System Management	Assist	Lead
User Acceptance	Payment	\$ 16,650		
Training	10.0.0			
RQ Training Academy (due at Kick-off)	Payment	\$22,200		
Finalize End User Training Strategy / Plan	10.0.1	End User Training	Assist	Lead
End-User Training Design	10.0.2	End User Training	Lead	Assist
Conduct Training Material Development Boot Camp	10.0.3	End User Training	Lead	Assist
Develop End-User Training Materials, including Exercises	10.0.4	End User Training	Lead	Assist
Design, Develop, and Deliver Instructor Training	10.0.5	End User Training	Lead	Assist

Train Power Users / Conduct Pilot Training	10.0.6	End User Training	Lead	Assist
Conduct Train-the-trainer Training	10.0.7	End User Training	Lead	Assist
Data Migration from Shared Drives	11.0.0			
Business Requirements Document (BRD) - Migration	11.1.0	Solution Execution		
BRD Signoff	Payment	50% (TBD)		
Perform Legacy Data Cleansing	11.2.0	Migration	Assist	Lead
Create Migration Extraction Process	11.3.0	Migration	Assist	Lead
Create Migration Process	11.4.0	Migration	Lead	Assist
Data Migration Test Plans and Results	11.5.0	Migration Q/M Q/A Q/C	Assist	Lead
Test and Migrate Interface Programs	11.7.0	Interface Testing	Lead	Assist
Completion Complete	Payment	50% (TBD)		

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

REQUORDIT INC
CHICAGO, IL United States

Certificate Number:
2018-341696

Date Filed:
04/19/2018

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

County of Fort Bend

Date Acknowledged:
04/24/2018

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

26105, RFP 16-026
Enterprise Content Management Solution

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Phoenix Business Inc.
Sarasota, FL United States

Certificate Number:
2018-341339

Date Filed:
04/18/2018

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

County of Fort Bend

Date Acknowledged:
04/24/2018

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

26105, RFP 16-026
Enterprise Content Management Solution

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

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