

**AMENDMENT TO AGREEMENT BETWEEN FORT BEND COUNTY AND
SOUTHWEST SOLUTIONS GROUP, INC. FOR RECORDS CONVERSION
SERVICES PURSUANT TO TXMAS CONTRACT 17-3601**

THIS AMENDMENT ("Amendment") is entered into by and between Fort Bend County ("County"), a body corporate and politic under the laws of the State of Texas, and Southwest Solutions Group, Inc., an equity member of Systec Group, LLC (hereinafter "SSG"), a company authorized to conduct business in the State of Texas, (hereinafter referred to collectively as "Parties").

RECITALS

WHEREAS, the Parties previously entered into the Agreement for Records Conversion Services pursuant to TXMAS Contract 17-3601, (hereinafter the "Agreement"), on January 28, 2020. A copy of the Agreement is attached as Exhibit "A" and incorporated by reference;

WHEREAS, County desires to increase the Maximum Compensation payable to SSG under the Agreement;

NOW THEREFORE, in consideration of the mutual promises contained herein, the following changes are incorporated as if a part of the Agreement:

1. County shall pay SSG an additional amount not to exceed \$55,542.60 to scan and convert an additional 1,234,280 images at a rate of \$0.045 cents per image, as referenced in the Correspondence between SSG and County (the "Correspondence"). A copy of the Correspondence is attached as Exhibit "B" and incorporated by reference.
2. The Maximum Compensation payable to SSG for all services rendered under the Agreement is hereby increased by an amount not to exceed \$55,542.60.
3. In no case shall the amount paid by County for all Services under the Agreement and this Amendment exceed the Maximum Compensation without an agreement executed by the parties.
4. If there is a conflict among documents, the most recently executed document will prevail with regard to the conflict.

Except as provided herein, all terms and conditions of the Agreement, and this Amendment shall remain unchanged.

[THE REMAINDER OF THIS PAGE INTENTIONALLY 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 hereto. All parties further acknowledge that they have executed this legal document voluntarily and of their own free will.

FORT BEND COUNTY


County Judge KP George

KP George, County Judge

7-7-2020

Date




ATTEST:



Laura Richard, County Clerk

SOUTHWEST SOLUTIONS GROUP, INC.



Authorized Agent – Signature

J. Calvin Miller

Authorized Agent- Printed Name

Chief Financial Officer

Title

June 22, 2020

Date

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$ 329,149.40 are available to pay the obligation of Fort Bend County within the foregoing Agreement.



Robert Ed Sturdivant, County Auditor

Exhibit A: Executed Agreement for Records Conversion Services pursuant to TXMAS Contract 17-3601 between County and SSG

Exhibit B: Correspondence between County and SSG

EXHIBIT A

Section 2. Personnel

- A. SSG represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for the timely performance of the Scope of Services required under this Agreement and that SSG shall furnish and maintain, at its own expense, adequate and sufficient personnel, in the opinion of County, to perform the Scope of Services when and as required and without delays.
- B. All employees of SSG shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of SSG who, in the opinion of County, is incompetent or by his conduct becomes detrimental to the project shall, upon request of County, immediately be removed from association with the project.

Section 3. Compensation and Payment

- A. SSG's fees shall be calculated at the rates set forth in Exhibit "A." The Maximum Compensation for the performance of Services is Two Seventy Three Thousand, Six Hundred Six and 80/100 dollars (\$273,606.80). In no case shall the amount paid by County under this Agreement exceed the Maximum Compensation without an approved change order.
- B. All performance of the Scope of Services by SSG including any changes in the Scope of Services and revision of work satisfactorily performed will be performed only when approved in advance and authorized by County.
- C. County will pay SSG based on the following procedures: Upon completion of the tasks identified in the Scope of Services, SSG shall submit to County one (1) electronic copy and one (1) original copy of invoices showing the amounts due for services performed in a form acceptable to County. County shall review such invoices and approve them within 30 calendar days with such modifications as are consistent with this Agreement and forward same to the Auditor for processing. County shall pay each such approved invoice within thirty (30) calendar days. County reserves the right to withhold payment pending verification of satisfactory work performed.

Section 4. Limit of Appropriation

- A. SSG clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of Two Seventy Three Thousand, Six Hundred Six and 80/100 dollars (\$273,606.80), specifically allocated to fully discharge any and all liabilities County may incur.
- B. SSG does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that SSG may become entitled to and the total maximum sum that County may become liable to pay to SSG shall not under any conditions, circumstances, or interpretations thereof exceed Two Seventy Three Thousand, Six Hundred Six and 80/100 dollars (\$273,606.80).

Section 5. Modifications and Waivers

- A. The parties may not amend or waive this Agreement, except by a written agreement executed by both parties.
- B. No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under this Agreement, and no course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition.
- C. The rights and remedies of the parties set forth in this Agreement are not exclusive of, but are cumulative to, any rights or remedies now or subsequently existing at law, in equity, or by statute.

Section 6. Termination

- A. Termination for Convenience: County may terminate this Agreement at any time upon thirty (30) days written notice.
- B. Termination for Default
 - 1. County may terminate the whole or any part of this Agreement for cause in the following circumstances:
 - a. If SSG fails to perform services within the time specified in the Scope of Services or any extension thereof granted by the County in writing;
 - b. If SSG materially breaches any of the covenants or terms and conditions set forth in this Agreement or fails to perform any of the other provisions of this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in any of these circumstances does not cure such breach or failure to County's reasonable satisfaction within a period of ten (10) calendar days after receipt of notice from County specifying such breach or failure.
 - 2. If, after termination, it is determined for any reason whatsoever that SSG was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the County in accordance with Section 7A above.
- C. Upon termination of this Agreement, County shall compensate SSG in accordance with Section 3, above, for those services which were provided under this Agreement prior to its termination and which have not been previously invoiced to County. SSG's final invoice for said services will be presented to and paid by County in the same manner set forth in Section 3 above.
- D. If County terminates this Agreement as provided in this Section, no fees of any type, other than fees due and payable at the Termination Date, shall thereafter be paid to SSG.

Section 7. Ownership and Reuse of Documents

All documents, data, reports, research, graphic presentation materials, etc., that may be developed by SSG as a part of its work under this Agreement, shall remain the property of SSG; however, SSG grants County a perpetual nonexclusive right to use such documents for their own internal business purposes. SSG shall promptly furnish all such data and material to County on request.

Section 8. Inspection of Books and Records

SSG will permit County, or any duly authorized agent of County, to inspect and examine the books and records of SSG for the purpose of verifying the amount of work performed under the Scope of Services. County's right to inspect survives the termination of this Agreement for a period of four (4) years.

Section 9. Insurance

- A. Prior to commencement of the Services, SSG shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to County. SSG shall provide certified copies of insurance endorsements and/or policies if requested by County. SSG shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. SSG shall obtain such insurance written on an Occurrence form from such companies having Best's rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:
1. Workers Compensation in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed.
 2. Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.
 3. Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.
 4. Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.
- B. County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation. All Liability policies written on behalf of SSG shall contain a waiver of subrogation in favor of County and members of Commissioners Court.

- C. If required coverage is written on a claims-made basis, SSG warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the Contract and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time the work under this Contract is completed.
- D. SSG shall not commence any portion of the work under this Contract until it has obtained the insurance required herein and certificates of such insurance have been filed with and approved by Fort Bend County.
- E. No cancellation of or changes to the certificates, or the policies, may be made without thirty (30) days prior, written notification to Fort Bend County.
- F. Approval of the insurance by Fort Bend County shall not relieve or decrease the liability of the SSG.

Section 10. Mutual Indemnification

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

TO THE EXTENT ALLOWED BY APPLICABLE LAW, COUNTY SHALL INDEMNIFY AND DEFEND SSG AGAINST ALL LOSSES, LIABILITIES, CLAIMS, CAUSES OF ACTION, AND OTHER EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, ARISING FROM COUNTY'S USE OF THE SOFTWARE AND DOCUMENTATION, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF COUNTY'S OR ANY OF COUNTY'S AGENTS, SERVANTS OR EMPLOYEES.

Section 11. Confidential and Proprietary Information

- A. SSG acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire information that is confidential to County. Any and all information of any form obtained by SSG or its employees or agents from County in the performance of this Agreement shall be deemed to be confidential information of County ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by SSG shall be treated with respect to confidentiality in the same manner as the Confidential Information. Confidential Information shall be deemed not to include information that (a) is or becomes (other than by disclosure by SSG) publicly known or is contained in a publicly available document; (b) is rightfully in SSG's possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; or (c) is independently developed by employees or agents of SSG who can be shown to have had no access to the Confidential Information.

- B. SSG agrees to hold Confidential Information in strict confidence, using at least the same degree of care that SSG uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of Services to County hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. SSG shall use its best efforts to assist County in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, SSG shall advise County immediately in the event SSG learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and SSG will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or SSG against any such person. SSG agrees that, except as directed by County, SSG will not at any time during or after the term of this Agreement disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of this Agreement or at County's request, SSG will promptly turn over to County all documents, papers, and other matter in SSG's possession which embody Confidential Information.
- C. SSG acknowledges that a breach of this Section, including disclosure of any Confidential Information, or disclosure of other information that, at law or in equity, ought to remain confidential, will give rise to irreparable injury to County that is inadequately compensable in damages. Accordingly, County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. SSG acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interest of County and are reasonable in scope and content.
- D. SSG in providing all services hereunder agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.
- E. SSG expressly acknowledges that County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 et seq., as amended, and notwithstanding any provision in the Agreement to the contrary, County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by Consultant shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed. The terms and conditions of the Agreement are not proprietary or confidential information.

Section 12. Independent Contractor

- A. In the performance of work or services hereunder, SSG shall be deemed an independent contractor, and any of its agents, employees, officers, or volunteers performing work required hereunder shall be deemed solely as employees of SSG or, where permitted, of its subcontractors.
- B. SSG and its agents, employees, officers, or volunteers shall not, by performing work pursuant to this Agreement, be deemed to be employees, agents, or servants of County and shall not be entitled to any of the privileges or benefits of County employment.

Section 13. Notices

- A. Each party giving any notice or making any request, demand, or other communication (each, a "Notice") pursuant to this Agreement shall do so in writing and shall use one of the following methods of delivery, each of which, for purposes of this Agreement, is a writing: personal delivery, registered or certified mail (in each case, return receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid).
- B. 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 Purchasing Department
 Attn: Purchasing Agent
 301 Jackson Street, Suite 201
 Richmond, Texas 77469

With a copy to: Fort Bend County
 Attn: County Judge
 401 Jackson Street, 1st Floor
 Richmond, Texas 77469

SSG: Southwest Solutions Group, Inc.
 Attn: Director, Information Management Services
 2535 E. State Hwy 121, Suite 110-B
 Lewisville, Texas 75056
 Fax: (888) 980-8177

- C. Notice is effective only if the party giving or making the Notice has complied with subsections 13(A) and 13(B) and if the addressee has received the Notice. A Notice is deemed received as follows:
 - 1. If the Notice is delivered in person, or sent by registered or certified mail or a nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt.

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

Section 14. Taxes

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.

Section 15. Attorney's Fees

County does not agree to pay any and/or all attorney fees incurred by SSG in any way associated with the Agreement.

Section 16. Arbitration

County does not agree to submit disputes arising out of the Agreement to binding arbitration. Therefore, any references to binding arbitration or the waiver of a right to litigate a dispute are hereby deleted.

Section 17. Compliance with Laws

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

Section 18. Performance Warranty

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

Section 19. Assignment and Delegation

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

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

Section 20. Applicable Law

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

Section 21. Successors and Assigns

County and SSG bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of the other party, in respect to all covenants of this Agreement.

Section 22. Third Party Beneficiaries

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

Section 23. Travel Expenses

Travel and mileage expenses incurred in the performance of required Services will be compensated only when approved in advance by County and provided that expenses comply with the County's Travel Policy, a copy of which is available upon request.

Section 24. Severability

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

Section 25. Publicity

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

Section 26. Certain State Law and County Requirements for Contracts

- A. As required by Chapter 2270, Texas Government Code, by signature below, SSG verifies SSG does not boycott Israel and will not boycott Israel during the terms of this Agreement.
- B. As required by Section 2251.152, Texas Government Code, by signature below, SSG represents that SSG 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.

- C. Resolution of Fort Bend County Against Human Trafficking, By signature below, Contractor acknowledges that Fort Bend County is opposed to human trafficking and that no County Funds will be used in support of services or activities that violate human trafficking laws.

Section 27. Limitation of Liability

Except for instances of Gross Negligence or Willful Misconduct, in no event shall either party's aggregate liability arising out of or related to this Agreement, whether in Contract, Tort or under any other theory of Liability, exceed the amounts actually paid by County hereunder during the twelve months preceding the incident giving rise to liability. It is intended that this limitation apply to any lost profits or to any indirect, special, incidental, punitive, or consequential damages, unless otherwise prohibited by law, whether in Contract, Tort or equity. Liability for the County shall be governed by the provisions set forth in the Texas Tort Claims Act. SSG's liability for Gross Negligence or Willful Misconduct, as excluded above, shall be limited to the amount actually paid under SSG's insurance policy for such claims.

Section 28. License to Use Service

During the Initial Term and any subsequent Renewal Term, County shall have a limited, non-exclusive, non-transferable, license and worldwide right to use the service as specified in this Agreement in accordance with the Purchase Order and the SSG's subscription and licensing terms, which are attached hereto and incorporated herein as Attachment A. Unless expressly authorized by SSG in writing, County shall not reproduce, distribute, decompile, reverse engineer, or otherwise misappropriate the service for any reason.

Section 29. Software Assurance

SSG represents and warrants that its software and any related systems and/or services related to its software (collectively, the "Software") furnished by SSG to County will not infringe upon or violate any patent, copyright, trademark, trade secret, or any other proprietary right of any third party. SSG will, at its expense, defend any suit brought against County and will indemnify County against an award of damages and costs (including reasonable attorney's fees, court costs and costs of appeal), made against County by settlement or final judgment of a court that is based on a claim that the use of the SSG's Software infringes an intellectual property right of a third party. Such defense and indemnity shall survive termination or expiration of the Agreement and the SSG's liability for the above is not limited by any limitation of liability clauses that may appear in any document executed by the Parties.

Section 30. Captions

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

Section 31. Conflict

If there is a conflict between this Agreement and the attached Attachment(s)/Exhibits, the provisions of this Agreement shall prevail with regard to the conflict(s).

Section 33. Understanding, Fair Construction

By execution of this Agreement, the parties acknowledge that they have read and understood each provision, term and obligation contained in this Agreement. This Agreement, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the non-drafting party.

Section 34. Electronic and Digital Signatures

The parties to this Agreement agree that the electronic and/or digital signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as the use of manual signatures.

{EXECUTION PAGE FOLLOWS}

{REMAINDER OF PAGE INTENTIONALLY LEFT BLANK}

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

FORT BEND COUNTY

SOUTHWEST SOLUTIONS GROUP, INC.

KP George, County Judge



Authorized Agent – Signature

Date

J. Calvin Miller

Authorized Agent- Printed Name

ATTEST:

Chief Financial Officer

Title

Laura Richard, County Clerk

January 9, 2020

Date

AUDITOR'S CERTIFICATE

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

Robert Ed Sturdivant, County Auditor

Exhibit A: CJIS Digitization Project and Records Conversion Proposal

EXHIBIT A

SSG CJIS DIGITIZATION PROJECT AND RECORDS CONVERSION PROPOSAL



SOUTHWEST **SOLUTIONS** GROUP
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CJIS Digitization Project
Prepared for

Fort Bend County
DISTRICT CLERK'S OFFICE

December 9, 2019

Prepared by
Carlyle Ordner
cordner@southwestsolutions.com
Direct: (281) 768-9026
Fax: (972) 250-2229

*This information has been prepared specifically for evaluation by the **Fort Bend District Clerk** and is proprietary to Southwest Solutions Group. Any dissemination or distribution of this information or copies thereof to any third party without Southwest Solutions Group's prior written consent is strictly prohibited. Southwest Solutions Group shall not be liable for any technical or editorial errors and omissions contained herein, nor for any damages directly or indirectly arising from the furnishing of this proposal.*



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Executive Summary

Southwest Solutions Group has been providing document solution services since 1969. We are experts in the records and information management industry assisting clients with all challenges related to managing information in both physical and digital formats.

We have a strong past performance for developing a process that can be executed within a specific timeframe and budget. We have a track record of very satisfied customers that will provide positive references for the digital migration work we have performed. We embrace quality control processes specifically related to sensitive documents (protecting Personal Identifiable Information,) and hence, all document projects are managed using the same core requirements. Our internal quality control plan and resulting processes ensure that the work we do exceeds performance expectations in every aspect of a multifaceted scope, be it accuracy, timely completion, adherence to regulations, or any other criteria.
Intelligence.

We include an outstanding team of multi-tiered experts for this project. Together, they provide the highest level of expertise in process development, RIM compliance and information management program development.

Our specialty is our quality control specifically related to sensitive documents (protecting Personal Identifiable Information, Social Security Numbers, Payroll and Finance Information and Medical Records) and hence, all document projects are managed using the same core requirements. Our internal quality control plan and resulting processes ensure that the work we do exceeds performance expectations in every aspect of a multifaceted scope, be it accuracy, timely completion, adherence to regulations, or any other criteria. In addition, due to our significant past performance in doing similar work, we have fine-tuned our internal processes and as such can offer a well thought out, and very reasonable price for our clients.

Given our expertise, successful past performances, rigorous quality control, and very reasonable prices, we believe we provide the best value proposition to Fort Bend District Clerk. It's the way solution partners are supposed to be.

Experience. Ingenuity. Cleverness. Tenacity. A deep love for what we do.


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Key Personnel

We recognize that a team of skilled and experienced personnel is essential for the successful execution of any project, and as such, we have assembled a highly capable multi-tier team of experts. Our team represents the highest level of knowledge, skills, and expertise required for the digital conversion of documents. All team members including management, team leaders and executive staff are HIPPA certified and have received Chain of Custody training and HIPPA certification.

Additionally, team members assigned to CJIS and sensitive document processing and handling are screened per CJIS requirements documented elsewhere in this proposal. Finally, all SSG team members must complete the SSG “Rules of Conduct” training session and complete a SSG Confidentiality Statement for each individual project. With the exception of Project Managers, no recording devices are allowed to be powered or in use within the facility, including but not limited to, cell phones, digital cameras, laptop computers, etc. All communication to and from team members is conducted through our Project Managers.

The following training and certifications have been obtained for all Executive and Level I & II Managers who are directly involved with all service projects:

1. HIPPA Certification
2. Federal Public Trust Clearance
3. Department of the Army Certificate of Training/Information Assurance Security Officer Certification Course (40 Hours)
4. Investigation for ARNG Supporting DoD Missions
5. Public Trust Security Clearance
6. United States Information Technology Agency (AAIT-DC)
7. CJIS Compliant



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Technical Approach / Methodology

Measuring the quality of the information in records is not a simple, single quantitative metric, nor is all the quality measures of the same importance for every organization. However, effective RIM programs will be attentive to each element of information quality and, together with management, will determine how important each element is to identifiable military operations. The criteria for collecting, managing and sharing information as part of a sound RIM plan include the following:

Completeness Accuracy Precision
Timeliness Relevancy Credibility Reliability

Process Development & Implementation

We utilize a combination of Six Sigma and Lean philosophies to compliment the development, implementation and quality control methods. One of the major benefits of our process is its *demand* for a fact-based and data-driven analytical approach. Each project is evaluated and tested through a series of processes that enables maximum efficiency and quality controls.



In short, what sets our Lean Six Sigma process apart from its individual components is the recognition that you cannot do "just quality" or "just speed," you need a balanced process that can help and focus on improving service quality, as defined by the customer within a set time limit. These processes allow us to:

- Emphasize the need to recognize opportunities and eliminate defects as defined by customers
- Recognizes that variation hinders our ability to reliably deliver high quality services
- Require data driven decisions and incorporate a comprehensive set of quality tools under a powerful framework for effective problem solving
- Provides a highly prescriptive cultural infrastructure effective in obtaining sustainable results
- Focus on maximizing process velocity
- Provide tools for analyzing process flow and delay times at each activity in a process
- Center on the separation of "value-added" from "non-value-added" work with tools to eliminate the root causes of non-valued activities and their cost

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Our approach to deploying teams within our organization is to ensure that each member knows what is expected of them. Having a standard improvement model such as DMAIC (Define-Measure-Analyze-Improve-Control) as our reference point allows us to provide our teams with a roadmap. DMAIC is a structured, disciplined, rigorous approach to process improvement consisting of the five phases mentioned, where each phase is linked logically to the previous phase as well as to the next phase.

During the ***Define*** phase, a team and its Project Manager reach agreement on what the project is and what it should accomplish. The ***Define*** phase is for the project team to complete an analysis of what the project should accomplish and confirm understanding with the Project Manager. Forecasting and analysis of potential issues that may affect our customers is identified prior to project commencement. The outcome of the ***Define*** phase is:

- A clear statement of the intended improvement
- A high-level map of the Processes
- A list of what is important to the customer



One of the major benefits of our Six Sigma based process is its *demand* for a fact-based and data-driven analytical approach. Combining data with knowledge and experience is what separates true improvement from mere process tinkering. One of the goals of the ***Measure*** phase is to pinpoint the location or source of a problem as precisely as possible by building a factual understanding of existing process conditions. That knowledge helps narrow the range of potential causes requiring investigation in the Analyze phase. An important part of ***Measure*** is to establish a baseline capability level. Continual improvement is measured throughout each project.

In the ***Analyze*** phase we develop theories of root causes, confirm the theories with data, and finally identify the root cause(s) of any issues uncovered in the measurement phase. The verified cause(s) will then form the basis for solutions in the Improve phase

In the ***Improve*** phase, we make changes in a process that will eliminate the defects, waste, and unnecessary costs that are linked to the customer need identified during the Define phase. The purpose of the Improve phase is to demonstrate, with fact and data, that our solutions do solve the problem identified in the Analyze phase. During the Improve phase, the solution is piloted, and plans are made for full-scale implementation. Putting a solution in place can fix a problem for the moment, but the activities in the ***Control*** phase are designed to insure that the problem does not reoccur and that the new processes can be further improved over time.



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audio-visual system
 dictation
 audio-visual system
 in the form of slides
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Quality Control Plan

Our reputation as a quality provider of healthcare solutions is based on us consistently exceeding our client's expectations.

We achieve this by having a **comprehensive Quality Control Plan and strict adherence to rigorous quality standards.**

Standards of process and procedure have been developed and are included in all our records and information management projects. Standardization enables high quality production of goods and services on a reliable, predictable, and sustainable basis. Standardization assures us that important elements of a process are performed consistently and in the most effective manner. Changes are made only when data shows that a new alternative is better. Use of standard practices allows us to:

- Reduce variation among individuals or groups and make process output more predictable
- Provide “know-why” for operators and managers
- Provide a basis for training new people
- Provide a trail for tracing problems
- Provide a means to capture and retain knowledge
- Give direction in the case of unusual conditions

Our standard process incorporates a “single task” function that enables team members to conduct Quality Control (QC) of the previous task before conducting their assigned task. These controls allow for a 4-point QC system that has been developed over 20 years to address expected errors. Each error is always documented and tracked to identify the root and process changes are made accordingly. We have developed studies and compiled data that validates a file requires a 4-point check to ensure the maximum accuracy and accountability.

The utilization of technology and internal controls also allows us maximum control of the stages, tasks and final audit of every project.

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Standard Operating Process

Our processes are what we refer to as “location neutral.” Whether we are executing within one of our secure facilities or at our clients’ location, the baseline process and methodology are the same. Our processes are built three primary criteria: security, control, and quality. Additional steps based on the specific cope of this project are outlined within the scope of work.



Stage I: Intake/ QC1

Files received shall go directly to the intake team. Files shall be counted and a “count per box” recorded for additional reconciliation. Each BOX and FILE shall be assigned a unique barcode number and entered into our document management tracking system.

Utilization of barcode technology provides a chain of custody trail and audit history as the record moves through the various stages for reconstruction, scanning and reconstruction. Each task performed begins with the team member logging the beginning and end of the designated task using unique login credentials. This provides us with a complete audit trail for all transactions and tasks. Compiling and maintaining a chain of custody also allows us the ability to conduct daily QC performance measurement for all personnel.

A log is kept identifying any discrepancies between the client manifest and the intake verification. The POC is notified of any discrepancies each day via an issue report outlining the specific item. The POC validates back to us and the issue is noted in our tracking system. You can be assured that we expect it to be our job to keep track and reconcile all items through each process.



Stage II: Document Prep

The document prep team is responsible for ensuring that all the documents are free from staples, paper clips, etc. They also are identifying and preparing documents that may need special settings (i.e., light documents or colored forms) as well as small notes, etc.

The prep team is also inserting barcode cover sheets at this time to identify the section and the form number and/or any index information required. Folders remain with the documents within their original box and are transferred to the scan station with the appropriate barcode cover sheets and ancillary document identification sheets. This box is the records’ “forever home” until it returns to the client or is destroyed on site. It is also identified as a batch within our system and allows us to track any file and/or document back to the box to address any issues, discrepancies, etc. that may be found during any one of the QC stages.

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Stage IV: Scanning

The scan operators are now ready to process the documents. The box (batch) is scanned first to identify the batch and also used as reconciliation all the way back to intake. During the scan process, operators are making adjustments as needed based on document types and formats. Our experience with these documents indicates that some require special settings and the condition of the paper can sometimes require special attention. Once a batch/box has been completed, the box is transferred to the reassembly team.



Stage V: Image QC4

Scanned images are saved to a QC workflow process where QC operators will begin the 100% image QC process by viewing each document scanned to ensure legibility, skewed documents, etc. After the QC operators are complete, the batch is released for final processing to remove blank documents and barcode cover sheets.



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Deficiency Controls/Exceptions

Deficiencies in the quality of service performed are monitored on a daily basis through a 4-point quality control check at each stage of the record rebuild and data entry. Identification of staff per task is tracked and audited to identify specific personnel and/or stages whereby an excessive margin of error is identified. This enables us to target the point of error, adjust the process and/or personnel and continue evaluation.

Deficiencies identified (also referred to as exceptions and/or errors) are isolated from the process and reassigned to an “exception” team. We know there will be exceptions throughout this project that will need to be addressed. Some items are addressed by communication with the POC to identify a new process that needs to be implemented. For example, we have found that some files have forms without form numbers. Other examples include form numbers that have changed over time but are representative of the same form. These types of items are not unusual and the Project Manager will work with the POC to identify the preferred process for these situations. Once a decision is made, our templates and process documents are amended and all team members are notified.

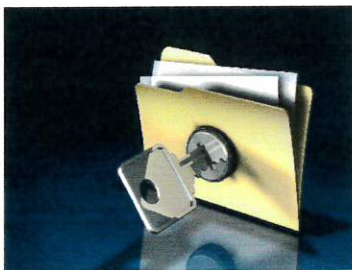
“Exception” team members’ sole function is to verify the error, make corrections and readmit the record into the process. “Exception” team members also document the staff ID, error classification, date and batch.

Information collected to identify and analyze deficiencies shall be shared with the POC in a format agreeable to both parties. Typically this is documented in matrix format identifying the specific deficiency and outlining the change in process to correct the deficiency.

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Secure Production Facilities

This facility was designed to ensure that our customers receive not only the latest in capture technologies but the confidence of knowing that every precaution has been taken to maintain the integrity and security of both your physical and digital information while it is in their possession. Our facilities are capable of operating under a 24 hour – 7 days per week production model when necessary. The data and documents that are housed at our location are secure in individual locked down storage pods, where individual client files are not intermingled with files from other clients. Each pod is secure in that only authorized personnel have access to it.



Southwest Solutions Group complies with the most stringent industry requirements for security and privacy of the documents and information that we process. We provide our employees with rigorous and thorough training regarding the handling and processing of confidential information. Southwest Solutions Group assesses potential risks and vulnerabilities to all data, images and documents in our possession. We have developed, implemented and continue to maintain appropriate security measures, which are incorporated throughout our process controls as listed below:

- Selection and Execution of Security Measures that Protect the Integrity, Confidentiality, and Availability of Data and Images
- Security Privacy Officer
- Security Awareness Training
- Personnel Conduct and Background Verification
- Keypad Entry
- Computer System and Network Design
- Audit Controls
- Security Authorization Control
- Data Authentication
- Event Reporting and Monitoring

All access permissions are based on “need to know, least privilege” for the facility and data. Unauthorized access to our facility is prevented through the following: closed circuit television, electronic badge systems, proximity badge readers for all doors, surveillance cameras, visitor access procedures, visitor escorting, emergency doors are alarmed, hard key locks, burglar and motion sensing alarms and monitoring services. No cell phones or cameras of any type are allowed by production staff in the operations area.

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Facility Security Details

- Restricted access
- Cameras and motion detectors
- Server and telecommunications room – restricted card key access



SSG closely monitors both the inside as well as the outside of the facility. The conversion facility is outfitted with an access control system for the building. The card readers allow access only to those authorized individuals programmed into the system by the Security Supervisor. Additionally, all doors are equipped with sensors that detect and register an alarm with any unauthorized entry or exit. The system will also alarm for any door props or doors remaining open longer than the routine amount of time to allow normal entry or exit.

The monitoring company monitors alarms on a 24-hour basis. When necessary, the monitoring company will contact the Security Coordinator or one of the designated alternatives. The individual contacted will respond to the alarm. Whenever the facility is not open, the local police will be called to respond and secure the building until the Security Manager, or the designated alternative, arrives at the facility. The facility is equipped with cameras and recording equipment to cover entrances and other key locations at the site.

All personnel are issued an access control card. The access control system at the facility records date, time, cardholder, and reader location for each badge swipe. It records accesses granted and denied. Reports can be generated on site for the previous 30 days' activity.

SSG has established highly vigilant and effective security and safety awareness programs at the all of our facilities to keep employees focused on the need for sound security and safety practices. Through these programs, we disseminate new information or directives and re-enforce existing policies through bulletin boards, flyers, newsletters, and briefings.

The IT Security Manager, as well as other managers, also conduct random checks to ensure our workforce is carrying out appropriate security and safety measures to protect the integrity, confidentiality, and availability of PII/PHI information during collection, storage, transmission, and disposal.



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Disaster Recovery

Disaster recovery procedures are in place. Critical support facilities are available for continuing operations in the event of an emergency. Southwest Solutions Group will mirror all processes and services at their other service centers, which will be available for continuing operations in the event of an emergency. Contingency plans are developed, implemented and maintained for responding to system emergencies. Backup of data and images is performed according to schedules established in the contingency plan, which includes:

- Data Backup
- Emergency Mode Operations
- Information Access Control
- Applications and Data Critical Analysis
- Personnel Security-Incident Procedures
- Image Back-up
- Testing and Revisions
- Media Controls

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Enhanced Processing for CJIS and Highly Sensitive Materials

A national fingerprint-based criminal history record check will be performed upon assignment of personnel to a facility with access to FBI CJIS systems. Documentation of said shall be provided to client and updated as required each year.

The purpose of this security plan is to validate the requirements for the physical storage of and safeguarding of archive boxes containing CJIS information. This plan references specific relevant portions of the **Criminal Justice Information Services (CJIS) Security Policy**, Version 5.2 dated 8/9/2013 (CJISD-ITS-DOC-08140-5.2)

5.9 Policy Area 9: Physical Protection

Physical protection policy and procedures shall be documented and implemented to ensure CJI and information system hardware, software, and media are physically protected through access control measures.

Details regarding the storage of boxes are outlined in the following paragraphs. Southwest Solutions Group further submits the following safeguards at the entry and during intake:

- *Boxes shall be delivered to dock, either loose and/or on pallets*
- *During delivery and intake, only authorized personnel shall be present*
- *Box barcodes shall be scanned and entered into a database.*
- *Information captured shall not contain any PII and/or CJIS specific identifiable information.*
- *Information captured via barcodes shall include "Record Type" (i.e. "Offense Records") and Year (i.e. 1970) only*

Incident Reporting

1. *Boxes that arrive open or damaged shall be reported in an incident log.*
2. *Southwest Solutions Group Security Officer and/or authorized personnel shall notify the government agency within 24 hours of reportable incidents*
3. *Security Officer and/or authorized personnel shall document the incident to include the following information:*
 - a. *Date*
 - b. *Description of incident (i.e., damaged box, open box, loose records, etc.)*
 - c. *Date reported to government agency*
 - d. *Government agency contact name*
 - e. *Resolution*



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5.9.1.1 Security Perimeter

The perimeter of physically secure location shall be prominently posted and separated from non-secure locations by physical controls. Security perimeters shall be defined, controlled and secured in a manner acceptable to the CSA or SIB.

Southwest Solutions Group has isolated an area within our facility as follows:

- 1. Boxes to be shrink-wrapped on pallets and stored in high bay shelving*
- 2. High bay shelving section shall be enclosed on all four sides*
- 3. Enclosure shall be secured with a key lock*
- 4. Enclosure shall be clearly marked on all sides as a restricted area allowing only authorized access.*
- 5. Surveillance cameras shall be utilized on a motion sensor to capture each access attempt.*

5.9.1.2 Physical Access Authorizations

The agency shall develop and keep current a list of personnel with authorized access to the physically secure location (except for those areas within the permanent facility officially designated as publicly accessible) or shall issue credentials to authorized personnel.

Southwest Solutions Group shall keep on file a copy of access verification information including:

- Name*
- Date of birth*
- Social security number*
- Date fingerprint card(s) submitted*
- Date security clearance issued*
- Date initially trained, tested, certified or recertified.*

5.9.1.6 Monitoring Physical Access

The agency shall monitor physical access to the information system to detect and respond to physical security incidents.

Motion detector surveillance cameras are in place to capture and record all access activities

5.9.1.7 Visitor Control

The agency shall control physical access by authenticating visitors before authorizing escorted access to the physically secure location (except for those areas designated as publicly accessible). The agency shall escort visitors at all times and monitor visitor activity.



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1. *Visitors and unauthorized personnel shall not have access to the secure storage area.*
2. *Access to the secure storage area requires access to fork lift equipment. All personnel with access to said equipment shall be considered authorized personnel and subject to a fingerprint background check.*
3. *Records shall be maintained for all personnel with access to required equipment shall be*

5.9.1.3 Physical Access Control

The agency shall control all physical access points (except for those areas within the facility officially designated as publicly accessible) and shall verify individual access authorizations before granting access.

1. *A key to the secure area shall be secured by the Security officer and one back-up individual located on site.*
2. *The security officer and back-up shall have full clearance via a fingerprint background check supplied directly to the government agency*

Personnel

Physical access to CJIS information shall be authorized after completion of the following items:

1. Fingerprint background check
2. Security Awareness training conducted by Southwest Solutions Security Officer. Security training shall include, but not be limited to the Security Awareness Training documentation provided by Alan Ferretti and the Texas Department of Public Safety.
3. Secure Access Records shall be created and maintained separately from employee files and shall include:
 - a. Name
 - b. Date of birth
 - c. Social security number
 - d. Date fingerprint card(s) submitted
 - e. Date security clearance issued
 - f. Date initially trained, tested, certified or recertified (if applicable).

Access

1. Access to physical records shall be limited to authorized personnel.
2. Access shall not be deemed authorized and/or necessary unless requested by the government agency and or Southwest Solutions Security Officer.
3. Southwest Solutions Security Officer shall be present during receipt and intake of archive boxes.
4. Individuals handling archive boxes during intake and storage placement shall be authorized as having completed fingerprint background check and security awareness training.

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Our Equipment

- Ability to effectively scan a wide range of paper thicknesses and sizes
- Document feed has double-feed prevention mechanism
- Vacuum transport mechanism has less physical impact on the paper
- Ultrasonic detection senses air spaces between pages for second double-feed detection
- Software correlates information from the transport sensors to ensure images are present for each page that passes across the transport
- Native document scan at 300 dpi to meet federal regulatory requirements
- Ability to scan front and back, color and black and white, in a single pass
- Superior image quality even for poor quality documents like vision and audiology baselines
- Seven (7) year maintenance cycle with parts and service availability after model end life
- Duplex camera imaging
- Mixed document scanning
- Bi-tonal, grayscale and color scanning
- Ultrasonic doubles detection
- Multi-feed detection
- Mechanical document detection and de-skew
- Single High Capacity Full Page Pocket





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All of our scanners have color capability allowing us keep documents in production regardless of setting requirements. Our scanners can be manually set to color and or set to “automatically detect.” Typically, documents to be scanned in color are identified during the document prep stage. They are rotated to alert the operators.

All documents are scanned in duplex. We set our automatic blank page removal at very low thresholds to ensure a small signature or checkmark is not considered a blank page. This is intentional. Although the manual blank page removal done during the QC stage is more laborious, we believe it provides a higher quality validation that all documents containing any information will not be missed.

With the multi-level approach to double-feed detection, the IBML scanners have a very low occurrence of double-feeds vs. roller-transport scanners to ensure paper is not folded, creased, or skewed as it passes through scan, so data is not obscured. SSG scans at native resolution 300 dots per inch (dpi). The scanner captures both the front and back of every page, in both bi-tonal (black and white) and color. SSG scan operators perform a quality review of the images to ensure the following criteria are met:

- The images are delivered in the same orientation as presented in the folder
- Images are complete and not obscured by folds
- Legibility of image approximates that of the source, and is in proper order in the collection

File Requests

As we mentioned earlier, each project has a designated Project Manager, along with team leads in each production stage. One of the most important roles of the PM is to serve you. You can call or email your PM at any time and make a request. Your PM will tell you where the records is in production. If the file is in process, it will be pulled and expedited.



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Inbound Pick-Up

We utilize our own team to prepare and transport items for processing. Our drivers are full time employees required to pass the required fingerprint background, CJIS training, security addendum and drug testing. Our drivers are full time SSG employees. When transporting CJIS related information, all required security measures are implemented including but not limited to:

- Vehicle containers are always locked
- Vehicles are never left unattended; pick -up and return of materials includes two drivers.
- All boxes are scanned (utilizing our barcode technology) upon pick-up and upon arrival to our location.



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Project Details

1. Scanning of Case Files (Family & Criminal) Documents in folder date back to 1984. Documents are of various sizes and condition with date stamps, color markings, graphs, etc.
2. CJIS compliant digital conversion to include the following inventory:
 - a. Criminal = 656 Boxes
 - b. Family = 1,173 Boxes
3. Client will provide data, however, in the event a file is not in the database, keystroke indexing will need to be applied per sample data provided by client. A separate line item has been provided in the investment section of this proposal.
4. The files are relatively thin. An estimated 1500 pages per box has been used for the purposes of budget planning.
 - a. Criminal = 984,000 pages
 - b. Family = 1,759,500 pages
5. Folders are legal size pressboard with a single fastener.
6. Scan Court Minutes 496 Minute Books, Each Book is approximately 500 page with double sided. Including front Cover.



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Summary Proposed Tasks

- Pick-Up from Fort Bend County District Clerk's office
- Intake and manifest Validation
- Document preparation (staple removal, repairs, etc.)
- Scanning (auto detect/color/duplex)
- 100 % Image Quality Validation
- Technical support and task associated with deliverables and import (TBD)
- XML index file for import into Odyssey

Record Type	Unit	Estimated Quantity	Unit Cost	Estimated Total
Criminal Court	Per Image	984,000	\$ 0.09	\$ 88,560.00
Family	Per Image	1,759,500	\$ 0.09	\$ 158,355.00
Manual Double-Blind Keystroke Indexing	Per Folder	TBD	\$ 0.50	TBD
Photocopy Front Folder Cost Reduction	Project	Bulk	\$	(\$ 8,028.20)
Court Minute Books	Per Image	496,000	\$ 0.07	\$ 34,720.00

Notes:

1. Image counts are calculated based on industry standards. Client to be invoiced for actual only.

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Southwest Solutions Group (SSG) is vested as part of the Systec Group. Systec Group, LLC ("Systec") company is a Limited Liability Company is comprised of several independent organizations of storage and information management systems. This provides the opportunity for cooperation among Systec members, allowing them to aggregate their purchasing power and a consistent service offering, resulting in more competitive pricing and nationwide consistency in quality of work for their customers. Southwest Solutions Group, Inc. is an equity Member of Systec.

Records Conversion
Prepared for

Fort Bend County
DISTRICT CLERK'S OFFICE

December 11, 2019

Prepared by
Carlyle Ordner
cordner@southwestsolutions.com
Direct: 281-768-9026
Fax: 972-250-2229

*This information has been prepared specifically for evaluation by the **Fort Bend District Clerk** and is proprietary to Southwest Solutions Group. Any dissemination or distribution of this information or copies thereof to any third party without Southwest Solutions Group's prior written consent is strictly prohibited. Southwest Solutions Group shall not be liable for any technical or editorial errors and omissions contained herein, nor for any damages directly or indirectly arising from the furnishing of this proposal.*

**Systec Group, LLC has been awarded a TXMAS contract.
The contract number is TXMAS-17-3601.
Contract Term: August 21, 2017 through September 11, 2021**



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Records Conversion Investment Quote

Criminal Court Records Conversion								
Contract Type	Contract Number	NIGP Code	Item ID	Base Price	UOM	Supplier Part No	QTY	Total
TXMAS	TXMAS-17-3601	95882	SY- 504-I	34.46	EACH	RECORDS CLERK	1800	\$62,028.00
TXMAS	TXMAS-17-3601	95882	SY- 504-J	90.93	EACH	PROJECT MANAGER	90	\$8,183.70
TXMAS	TXMAS-17-3601	95882	SY- 504-K	65.09	EACH	PROJECT SUPERVISOR	240	\$15,621.60
							Estimated Total	\$85,833.30
Family Court Records Conversion								
Contract Type	Contract Number	NIGP Code	Item ID	Base Price	UOM	Supplier Part No	QTY	Total
TXMAS	TXMAS-17-3601	95882	SY- 504-I	34.46	EACH	RECORDS CLERK	3264	\$112,477.44
TXMAS	TXMAS-17-3601	95882	SY- 504-J	90.93	EACH	PROJECT MANAGER	180	\$16,367.40
TXMAS	TXMAS-17-3601	95882	SY- 504-K	65.09	EACH	PROJECT SUPERVISOR	411	\$26,751.99
							Estimated Total	\$155,596.83
Court Minute Books Conversion								
TXMAS	TXMAS-17-3601	95882	SY- 504-I	34.46	EACH	RECORDS CLERK	617	\$21,261.82
TXMAS	TXMAS-17-3601	95882	SY- 504-J	90.93	EACH	PROJECT MANAGER	37	\$3,364.41
TXMAS	TXMAS-17-3601	95882	SY- 504-K	65.09	EACH	PROJECT SUPERVISOR	116	\$7,550.44
							Estimated Total	\$32,176.67

Systec Group, LLC has been awarded a TXMAS contract.
The contract number is TXMAS-17-3601.
Contract Term: August 21, 2017 through September 11, 2021

December 11, 2019

EXHIBIT B

Kadeer, Laraib

From: Jochen, Michelle
Sent: Friday, June 12, 2020 8:33 AM
To: Torres, Daisy; Kadeer, Laraib
Subject: FW: Scanning project update

Email to be attached to the amended contract request.

Thank you!
Missy

From: Jochen, Michelle
Sent: Friday, June 12, 2020 8:32 AM
To: 'Carlyle Ordner'; Walker, Beverley; Cantu, Epi
Cc: Brad Molen; Court Stalnaker; Randy Brant
Subject: RE: Scanning project update

Good Morning Mr. Ordner,

Thank you for your prompt response to Mrs. Walker's email. The new proposed rate of .045 cents per image is acceptable.

I have been advised by our Purchasing Department that we will need to amend the contract which must then be approved by Commissioner's Court. We are hoping to have the amended contract ready for the June 23rd Commissioner's Court agenda. We will keep you posted on the progress.

Thank you again for working with our office on getting this project moving again. We appreciate it!

Please let me know if you have any questions or need anything further.

Thank you,



Michelle Jochen

First Assistant District Clerk

Office of Beverley McGrew Walker
Fort Bend County District Clerk
Phone # 281/341-4510
Fax # 281/341-4519

Michelle.Jochen@fortbendcountytexas.gov

Physical Address:
1422 Eugene Heimann Circle, Room 31004

From: Carlyle Ordner [mailto:cordner@southwestsolutions.com]
Sent: Thursday, June 11, 2020 2:47 PM
To: Walker, Beverley; Cantu, Epi
Cc: Jochen, Michelle; Brad Molen; Court Stalnaker; Randy Brant
Subject: RE: Scanning project update
Importance: High

Good afternoon Mrs. Walker,

Thank you so much for your time on the phone. I'm really excited that we're able to make this work and will be finishing your scanning project in its entirety.

Below is a breakdown of the numbers that we'd discussed:

So the total estimated overage of images = 1,234,280 images

At normal rate of .09 cents per image = \$111,085.20

Initial, previously discussed, discounted rate of .06 cents per image = \$74,056.80

NEWLY DISCOUNTED RATE, as discussed on 6/11/2020, is .045 cents per image = \$55,542.60

As you and I talked about on the phone, if you can respond to this email and state that the newly discounted rate of .045 cents per image is acceptable, then we will get our team back to rolling full steam ahead on your project.

Thank you again for the opportunity Mrs. Walker, and also thank you again for the kind words about our team. We really enjoy working with Fort Bend County, and everyone involved from our end has done their best to ensure you all have a pleasant experience. Have a fantastic day!

Sincerely,

Carlyle Ordner
Southwest Solutions Group, Inc.
6105 Brittmore Rd
Houston, TX 77041
Toll Free: (800) 803-1083 ext. 8183
Mobile: 281-768-9026 (best way to reach me)
E-mail: cordner@southwestsolutions.com

Visit our Online Store: <https://www.storemorestore.com/>
Learn More About Us: <https://www.southwestsolutions.com/>

Please hit the Follow Button!
We are now on social media & would love for you to be a part of it.



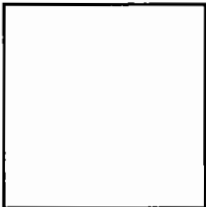
SOUTHWESTSOLUTIONSGROUP		Maximize Space Efficiency & Productivity	
HIGH DENSITY STORAGE	VERTICAL LIFT MODULES	SMART LOCKERS	MODULAR CASEWORK

These are very difficult times. Counties are having to scrutinize their budgets and make cuts where necessary, especially for items that would be considered nonessential at this time in that they could be imaged at a later date.

Present me with your best quote which takes into account these COVID-19 Pandemic times in which we live.

The pockets of government are just not as deep as some may think.

I await your response!



BEVERLEY MCGREW WALKER

FORT BEND COUNTY DISTRICT CLERK

301 Jackson Street (Mailing))

Richmond, Texas 77469

1422 Eugene Heimann Circle (Physical)

Richmond, TX 77469

Phone: (281)633-7632

Fax: (281) 341-4519

beverley.walker@fortbendcountytexas.gov

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On Jun 10, 2020, at 10:35 PM, Carlyle Ordner <cordner@southwestsolutions.com> wrote:

Good evening Mrs. Walker,

I left you a VM earlier today, and just wanted to follow up with an email.

Has there been a decision made on how you would like to handle the remainder of our scanning project? Please let me know if there are any questions. I'm also happy to get together with you on a call if you'd like.

Thank you again Mrs. Walker!

Sincerely,

Carlyle Ordner

Southwest Solutions Group, Inc.

6105 Brittmore Rd

Houston, TX 77041

Toll Free: (800) 803-1083 ext. 8183

Mobile: 281-768-9026 (best way to reach me)

E-mail: cordner@southwestsolutions.com

Cc: Brad Molen <bmolen@southwestsolutions.com>; Carlyle Ordner <cordner@southwestsolutions.com>; Randy Brant <rbrant@southwestsolutions.com>; Barry Fuqua <bfuqua@southwestsolutions.com>
Subject: RE: Scanning project update
Importance: High

Carlyle,

As discussed on our last call, our Commissioner's Court is being very tight with spending right now due to the COVID-19 pandemic. I would suggest you reach out to Mrs. Walker to discuss.

Contact by email beverley.walker@fortbendcountytexas.gov or 281-341-4514.

Thank you,
Epi

From: Court Stalnaker <cstalnaker@southwestsolutions.com>
Sent: Tuesday, June 9, 2020 12:35 PM
To: Cantu, Epi <Epi.Cantu@fortbendcountytexas.gov>
Cc: Brad Molen <bmolen@southwestsolutions.com>; Carlyle Ordner <cordner@southwestsolutions.com>; Randy Brant <rbrant@southwestsolutions.com>; Barry Fuqua <bfuqua@southwestsolutions.com>
Subject: Scanning project update

Hi Epi,

Just curious, Is there any update? Or anything we can answer in the meantime? Will there be a call tomorrow with the group or will you just be updating us?

Court Stalnaker | Implementation Manager
Southwest Solutions Group
214-876-9377
cstalnaker@southwestsolutions.com

CAUTION: This email originated from outside of the organization. Do not click links, open attachments, or respond unless you recognize the sender and know the content is safe. Please forward suspicious emails to IT.ServiceDesk@fortbendcountytexas.gov

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:
2020-636453

Date Filed:
06/24/2020

Date Acknowledged:
07/07/2020

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Southwest Solutions Group, Inc.
Lewisville, TX 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.
17-3601
Records Conversion Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Streight, Raymond L.	Lewisville, TX United States	X	
	Crock, Craig C.	Lewisville, TX United States	X	
	Brant, Randall S.	Houston, TX United States	X	
	Rierner, O. Richard	Lewisville, TX United States	X	
	Miller, J. Calvin	Lewisville, TX United States	X	

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)