To: Honorable Mayor and City Council

From: Mark Moses, Director of Administrative Services
Katherine Gong Meissner, City Clerk

SUBJECT: RESOLUTION TO APPROVE A CONTRACT WITH THIRD WAVE CORPORATION TO PROVIDE ENTERPRISE DOCUMENT MANAGEMENT CONSULTING SERVICES

RECOMMENDATION

Adopt a resolution authorizing the City to enter into a contract with ThirdWave Corporation to provide enterprise document management consulting services in the amount of $95,165.

Summary

Information Technology, in conjunction with the Clerk’s Office, determined that the City would benefit from merging its stand-alone document and records management systems into a unified management program. We sought a consultant to provide recommendations on how the City can provide a uniform document management solution. ThirdWave Corporation was selected based on their Public Sector experience and the range of services they offer. We hereby request that the City Council approve a contract with ThirdWave Corporation from which we will receive the following:

- Detailed workflow analysis of the City’s documents and workflow diagrams that can be used in other areas of the City.
- A readiness review of City’s information technology document management systems and document inventories
- A final set of recommendations and an implementation plan that can be adhered to if a solution is acquired.

DISCUSSION

Background

In 2003, the City Clerk’s Office determined that the City would benefit from an integrated electronic document and records management program addressing such issues as:

- Document imaging, electronic signatures and paper reduction.
- Document and records management support for various City departments, many of which have stand alone systems.
The City has in excess of 800,000 electronic and 1,000,000 paper documents stored in our primary document management system. Several City departments also have Hyland's OnBase Imaging system which must be incorporated into the City's document management system.

In December of 2003, the City Council, adopted Council Resolution No. 03-0210, which authorized the issuance of a "Request for Proposal" for document management consulting services which included document management project planning, a market trend review, and an evaluation of computer hardware, software, and system integration.

Current Situation

On January 15, 2004, proposals were received from:

- @doc of Danville, California
- Entium of Valley Forge, Pennsylvania
- Imere of Mercer Island, Washington
- ThirdWave of Los Angeles, California
- WISE of Lincoln, California
- Zasio of Boise, Idaho

An evaluation panel comprised of representatives from the City Clerk's Office, the City Manager's Office, Information Technology and Purchasing reviewed the proposals and conducted personal interviews with all six (6) candidates.

After reviewing the proposals and presentations, the evaluation panel noted many of the providers did not demonstrate sufficient knowledge of Public Sector document management needs. ThirdWave Corporation was selected based on their Public Sector experience and the range of services they provide.

FINANCIAL SUMMARY

Sufficient funds are available in the Information Technology, Professional and Special Services account 502-5101-571.20-65 to cover the costs of $95,165.

Respectfully submitted,

MARK MOSES
DIRECTOR OF ADMINISTRATIVE SERVICES

KATHERINE GONG MEISSNER
CITY CLERK

Approved by City Manager

MARK LEWIS, ESQ.
CITY MANAGER
RESOLUTION NO. ____________

STOCKTON CITY COUNCIL

RESOLUTION TO APPROVE A CONTRACT WITH THIRD WAVE CORPORATION FOR ENTERPRISE DOCUMENT MANAGEMENT FOR THE IMPLEMENTATION AND SUPPORT FOR A CITY WIDE SOLUTION

WHEREAS, Stockton Municipal Code ("SMC") section 3-105 provides for an exception to the competitive bidding requirements in cases where the City Council has approved findings which support and justify the purchase via a cooperative purchasing agreement, and

WHEREAS, a committee reviewed and evaluated six (6) proposals received January 15, 2004. At the conclusion of the interviews, the committee determined that Third Wave Corporation was the vendor that offered the best solution to the City of Stockton, and

WHEREAS, the City now desires to adopt a contract with Third Wave Corporation to provide an Enterprise Document Management solution for the City of Stockton in the estimated amount of $ 95,165.00, now, therefore,

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF STOCKTON, AS FOLLOWS:

1. That certain Agreement is hereby approved between the City of Stockton and Third Wave Corporation in the estimated amount of $95,165.00.

2. That the City Manager is hereby authorized and directed to execute the agreement, and to take such action as deemed necessary to carry out the purpose and intent of the Resolution.

PASSED, APPROVED and ADOPTED____________________.

ATTEST:

__________________________
GARY A. PODESTO,
Mayor of the City of Stockton

KATHERINE GONG MEISSNER
City Clerk of the City of Stockton
THE CITY OF STOCKTON and THIRDWAVE CORPORATION for ENTERPRISE DOCUMENT MANAGEMENT CONSULTING SERVICES

THIS AGREEMENT is made and entered into this ____ day of ____________ 2004, by and between the CITY OF STOCKTON, a municipal corporation (hereinafter "CITY"), and THIRDWAVE CORPORATION, a California Corporation (hereinafter "CONSULTANT").

RECITALS

The purpose for which this AGREEMENT is made, and all pertinent recitals, are listed in EXHIBIT A of this AGREEMENT, entitled "RECITALS", which is attached hereto and incorporated herein.

THE PARTIES HEREBY AGREE AS FOLLOWS:

SECTION 1 - SCOPE OF SERVICES

CONSULTANT shall perform those services specified in detail in EXHIBIT B of this AGREEMENT, entitled "SCOPE OF SERVICES", which is attached hereto and incorporated herein.

SECTION 2 - TERM OF AGREEMENT

The term of this AGREEMENT shall be from the date of execution to _________, inclusive, subject to the provisions of SECTION 11 of this AGREEMENT, entitled "TERMINATION".

SECTION 3 - SCHEDULE OF PERFORMANCE

CONSULTANT shall commence work immediately upon receiving the Notice to Proceed from the CITY. All work shall be performed in a timely manner and shall be completed according to the schedule set out in EXHIBIT C of this AGREEMENT, entitled "PROJECT SCHEDULE", which is attached hereto and incorporated herein.

SECTION 4 - COMPENSATION

The compensation to be paid to CONSULTANT, including both payment for professional services and reimbursable expenses, shall not exceed Ninety-five Thousand, One Hundred and Sixty-five dollars. ($95,165.00). The rate and schedule of payment is set out in EXHIBIT D, entitled "COMPENSATION," which is attached hereto and incorporated herein.

SECTION 5 - INDEPENDENT CONTRACTOR

It is understood and agreed that CONSULTANT, in the performance of the work and services agreed to be performed by CONSULTANT, shall act as and be an independent contractor and not an agent or employee of CITY; and as an independent contractor, CONSULTANT shall obtain no rights to retirement benefits or other benefits which accrue to CITY's employees, and CONSULTANT hereby expressly waives any claim it may have to any such rights.
SECTION 6 - ASSIGNABILITY

The parties agree that the expertise and experience of CONSULTANT are material considerations for this AGREEMENT. CONSULTANT shall not assign or transfer any interest in this AGREEMENT nor the performance of any of CONSULTANT’s obligations hereunder, without the prior written consent of CITY, and any attempt by CONSULTANT to so assign this AGREEMENT or any rights, duties or obligations arising hereunder shall be void and of no effect.

SECTION 7 - SUBCONSULTANTS

A. Not withstanding the provisions of Section 6 of this AGREEMENT, entitled “Assignability,” the CONSULTANT may use the following designated subconsultants in performing the following work under this AGREEMENT:

1. Gladwell Governmental Services, Inc to assist in the execution of the Work.

B. CONSULTANT shall be responsible for directing the work of the above named sub-consultant(s) and for any compensation due to subconsultants. The CITY assumes no responsibility whatsoever concerning such compensation.

C. CONSULTANT shall not change or add or delete subconsultants without prior written approval of the CITY’s Director of Transportation or the Director’s designee.

SECTION 8 - INDEMNIFICATION

CONSULTANT shall defend, indemnify and hold harmless CITY, its officers, employees and agents against any claim, loss or liability arising out of or resulting in any way from work performed under this AGREEMENT to the extent caused by the willful or negligent acts (active or passive) or omissions by CONSULTANT’s officers, employees or agents. The acceptance of said services and duties by CITY shall not operate as a waiver of such right of indemnification.

SECTION 9 - INSURANCE REQUIREMENTS

CONSULTANT agrees to have and maintain the policies set forth in EXHIBIT E of this AGREEMENT, entitled “INSURANCE,” which is attached hereto and incorporated herein. All policies, endorsements, certificates and/or binders shall be subject to approval by the CITY or the CITY’s authorized designee (“Risk Manager”) as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the Risk Manager. CONSULTANT agrees to provide CITY with a copy of said policies, certificates and/or endorsements before work commences under this AGREEMENT.

SECTION 10 - NONDISCRIMINATION

CONSULTANT shall not discriminate, in any way, against any person on the basis of race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity, or national origin, in connection with or related to the performance of this AGREEMENT.
SECTION 11 - TERMINATION

A. CITY shall have the right to terminate the AGREEMENT, without any cause, by giving not less than seven (7) days' written notice of termination.

B. If CONSULTANT fails to perform any of its material obligations under this AGREEMENT, in addition to all other remedies provided by law, CITY may terminate this AGREEMENT immediately upon written notice.

C. CITY's Project Coordinator is empowered to terminate this AGREEMENT on behalf of CITY.

D. Within thirty (30) days of termination, CONSULTANT shall deliver to CITY copies of all reports, documents, and other work performed by CONSULTANT under this AGREEMENT, and upon receipt thereof, CITY shall pay CONSULTANT for services performed and reimbursable expenses incurred to the date of termination.

SECTION 12 - GOVERNING LAW

CITY and CONSULTANT agree that the law governing this AGREEMENT shall be that of the State of California.

SECTION 13 - COMPLIANCE WITH LAWS

CONSULTANT shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local governments.

SECTION 14 - CONFIDENTIAL INFORMATION

All data, documents, discussions or other information developed or received by or for CONSULTANT in performance of this AGREEMENT are confidential and not to be disclosed to any person except as authorized by CITY, or as required by law.

SECTION 15 - OWNERSHIP OF MATERIALS

All reports, documents or other materials developed or discovered by CONSULTANT or any other person engaged directly or indirectly by CONSULTANT to perform the services required hereunder shall be and remain the property of CITY without restriction or limitation upon their use.

SECTION 16 - WAIVER

CONSULTANT agrees that waiver by CITY of any breach or violation of any term or condition of this AGREEMENT shall not be deemed to be a waiver of any other term or condition contained herein or a waiver of any subsequent breach or violation of the same or any other term or condition. The acceptance by CITY of the performance of any work or services by CONSULTANT shall not be deemed to be a waiver of any term or condition of this AGREEMENT.

SECTION 17 - CONSULTANT'S BOOKS AND RECORDS

A. CONSULTANT shall maintain any and all ledgers, books of account, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to charges for
services, or expenditures and disbursements charged to CITY for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to CONSULTANT pursuant to this AGREEMENT.

B. CONSULTANT shall maintain all documents and records which demonstrate performance under this AGREEMENT for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this AGREEMENT.

C. Any records or documents required to be maintained pursuant to this AGREEMENT shall be made available for inspection or audit at no cost to CITY, at any time during regular business hours, upon written request by the City Attorney, City Auditor, City Manager, or a designated representative of any of these officers. Copies of such documents shall be provided to CITY for inspection at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at CONSULTANT's address indicated for receipt of notices in this AGREEMENT.

D. Where CITY has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of CONSULTANT's business, CITY may, by written request by any of the above-named officers, require that custody of the records be given to CITY and that the records and documents be maintained in City Hall. Access to such records and documents shall be granted to any party authorized by CONSULTANT, CONSULTANT's representatives, or CONSULTANT's successor-in-interest.

E. The STATE and the State Auditor shall have access to any books, records, and documents of CONSULTANT that are pertinent to the AGREEMENT for examination and audit pursuant to Government Code Section 8546.7; and copies thereof shall be furnished upon request.

SECTION 18 - CONFLICT OF INTEREST

CONSULTANT shall avoid all conflict of interest or appearance of conflict of interest in performance of this AGREEMENT.

SECTION 19 - GIFTS

A. The offer or giving of any gift by CONSULTANT to CITY officer or designated employee is prohibited and shall constitute a material breach of this AGREEMENT by CONSULTANT. In addition to any other remedies CITY may have in law or equity, CITY may terminate this AGREEMENT for such breach as provided in SECTION 11 of this AGREEMENT, entitled "TERMINATION."

SECTION 20 - DISQUALIFICATION OF FORMER EMPLOYEES

CONSULTANT is familiar with the provisions relating to the disqualification of former officers and employees of CITY in matters which are connected with former duties or official responsibilities as set forth in the Stockton Municipal Code ("Revolving Door Ordinance"). CONSULTANT shall not utilize either directly or indirectly any officer, employee, or agent of CONSULTANT to perform services under this AGREEMENT, if in the performance of such services, the officer, employee, or agent would be in violation of the Revolving Door Ordinance.

SECTION 21 - NOTICES
All notices and other communications required or permitted to be given under this AGREEMENT shall be in writing and shall be personally served or mailed, postage prepaid and return receipt requested, addressed to the respective parties as follows:

To CITY:

City of Stockton
Information Technology Systems Division
425 N. El Dorado St.
Stockton, CA 95202
Attn: Project Coordinator

With a copy to:

CITY OF STOCKTON
425 N. El Dorado St.
Stockton, CA 95202
Attn: Katherine Gong Meissner
City Clerk

To CONSULTANT:

ThirdWave Corporation
11400 W. Olympic Blvd, Ste 650
Los Angeles, CA 80064
Attn: Roy Hernandez

Notice shall be deemed effective on the date personally delivered or, if mailed, three (3) days after deposit in the mail. In the event a new CITY or CONSULTANT contact is named during the course of this AGREEMENT, such party shall notify the other in writing of such change.

SECTION 22 - VENUE

In the event that suit shall be brought by either party to this contract, the parties agree that venue shall be exclusively vested in the state courts of the County of San Joaquin, or if federal jurisdiction is appropriate, exclusively in the United States District Court, Northern District of California, STOCKTON, California.

SECTION 23 - PRIOR AGREEMENTS AND AMENDMENTS

This AGREEMENT, including all Exhibits attached hereto, represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This AGREEMENT may only be modified by a written amendment duly executed by the parties to this AGREEMENT.

SECTION 24 - STANDARD OF CARE

CONSULTANT agrees that all services performed pursuant to the AGREEMENT and all reports, documents and other materials developed and delivered to CITY pursuant to this AGREEMENT.
shall meet or exceed the normal standard of care in the industry for professional engineers currently doing work of scope similar to the work required to be performed by this AGREEMENT. WITNESS THE EXECUTION HEREOF on the day and year first hereinabove written.

CITY OF STOCKTON,
A municipal corporation

By ____________________________
MARK LEWIS, ESQ.
CITY MANAGER
"CITY"

THIRDWAVE CORPORATION
A California Corporation
ROY HERNANDEZ
By ____________________________
Its PRESIDENT/CEO
Tax ID # 95-4232190
11400 W. Olympic Blvd, Ste 650
Los Angeles, CA 80064
"CONSULTANT"
EXHIBIT A

REQUITALS

WHEREAS, the CITY desires to obtain consultant services to provide Professional Information Technology and Document / Records Management Consulting Services ("PROJECT"); and

WHEREAS, the services include a multiple phase assessment, including document and records management business process analysis, document inventory, assessment of market trends and the development of recommendations and implementation of a strategic enterprise Document / Records Management solution; and

WHEREAS, THIRDWAVE CORPORATION has the necessary professional expertise and skills to perform such services.

NOW, THEREFORE, the purpose of this AGREEMENT is to retain THIRDWAVE CORPORATION as CONSULTANT to CITY to perform those services specified in SECTION 1 of this AGREEMENT entitled "Scope of Services".
Exhibit B: Scope of Work

Project Approach & Scope of Work
B.1 Implementation Process

B.1.1 Project Organization

The following provides an overview of ThirdWave's proposed management organization, including the principal individuals, e.g., ThirdWave's designated Project Manager, Program Manager, technical professional staff that will be providing the professional services identified in the Scope of Work.

Figure B.1: Project Management Organization

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<table>
<thead>
<tr>
<th>City Departments</th>
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<tbody>
<tr>
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<tr>
<td>City Project Manager</td>
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<td>Roy Hernandez</td>
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<td>Project Manager</td>
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<tr>
<td>Roy Hernandez</td>
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<tr>
<td>Sr. IT/EDM</td>
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<tr>
<td>Consultant</td>
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<tr>
<td>Diane Gladwell</td>
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<td>Sr. DRMS</td>
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<td>Consultant</td>
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<td>Jim Fallin</td>
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<td>Sr. Web</td>
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<tr>
<td>Developer</td>
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<tr>
<td>Clinton Reyes</td>
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<tr>
<td>Systems</td>
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<tr>
<td>Specialist</td>
</tr>
</tbody>
</table>

Other ThirdWave Systems Support Staff
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B.1.2 Project Approach, a Proven, Structured Methodology

The ThirdWave and Gladwell Governmental Services (GGS) team have extensive experience in carrying out the type of services sought by the City of Stockton. ThirdWave, and our team member, have used formal assessment methodologies leading to the development of comprehensive and strategic recommendations for RDMS systems. Our team will use a logical and structured approach to execute the Scope of Work.

The City's tasks will be incorporated into this framework, with the work carried out in manageable tasks and subtasks. Each project phase will be reviewed and approved with the City's Project manager and staff prior to continuing on to the next task. This is a risk management and quality control technique that will ensure the City gets the results it is seeking.

The figure on the following page provides a diagrammatic representation of the proposed approach, broken out into a Discovery, Analysis, Requirements Definition, Solutions, Recommendations, and Deployment development.

The project approach is also reflected in the MS Project Schedule contained at the end of this section, although the task numbering system from the RFP has been maintained for cross referencing purposes.
B.1.3 Requirements Analysis Approach

Rapid Workflow Process Modeling™ (RWPM™) is a structured methodology to identify operating opportunities through business process analysis and solution development. It uses a combination of working sessions, enterprise focus groups and business process mapping to produce functional requirements. RWPM™ provides the synthesis of optimized business practices with responsive Information Technology solutions. The goal of RWPM™ is to produce high performance work and service delivery systems that drive the most appropriate implementation of technology.

RWPM™ is a simple technique to effectively carry out business process improvement by:
- Synthesizing business process workflows, problems, impacts, solutions and benefits.
- Tying business process enhancement opportunities with Information Technology solutions.
- Focusing on building a compelling business case.

Rapid Workflow Process Modeling™, Innovation & Best Practices

Used by ThirdWave since 1987, RWPM™ it is a tried and proven technique that is widely recognized as an innovative best practice. It has several key unique characteristics:

- It is a comprehensive technique that synthesizes business process workflows, problems, impacts, solutions and benefits in one working session. The “rapid workflow” sessions, as they are referred to, collect substantial amounts of information used to produce a detailed map of the “as is” business process in order to arrive at business process enhancement opportunities, solutions, and justifications for organizational change.
- It ties business process enhancements to IT solutions, with IT / e-Government solutions acting in response to business requirements, not the converse. This is critical to the success of enterprise EDMS projects. Experience shows that the most successful EDMS projects are those that provide a direct response to solving business challenges, and thus are embraced and supported by staff or customers receiving the solutions.
- It focuses on building a compelling business case for recommendations resulting from the process management analysis. This is extremely important as it allows staff and management to differentiate and prioritize between wants and needs as new business process improvements are assessed and considered.
- It works exceeding well in any functional environment, i.e., Finance, Planning, HR, Economic Development, Procurement, Public Works, and so on. The overwhelming majority of our clients have adopted RWPM as their in-house standard tool for business process enhancement across all departments.
- Our public and private sector clients have also recognized RWPM as the leading technique for complying with one of the key requirements for receiving the Malcolm Baldridge Award, specifically the business process enhancement and management requirement.
- As a business process reengineering technique, RWPM is highly scaleable and has proven itself to be effective from the department to the enterprise level. ThirdWave used this methodology across entire government organizations including Stanislaus County.
the cities of Las Vegas, San Jose and Austin, and the California Department of Information Technology – to name a few.

- RWPM can be carried out with **great results in a surprisingly short timeline.** Other techniques can easily take as much as many months where RWPM™ takes weeks.

**What does RWPM™ address?**

RWPM™ sessions are facilitated in an interactive manner with important input being provided by the participants in each department.

- RWPM™ sessions look at management, operational and technical issues and challenges, allowing staff and management to contribute to the problem definition and solutions.
- The focus of the sessions is on business processes and the process changes and tools that staff need in order to enhance service delivery, internally (across the enterprise) as well as to the City's customers.
- Participants in the rapid workflow sessions focus on turning problems into opportunities by focusing on process improvements, effective use of resources, and enhanced service delivery.
- Development of business strategies, solutions and activities that will assist in the enhancement of service delivery to its customers.

This technique will be employed in Task 1.0: Analyze Current Document & Records Management Systems & Processes and possibly Task 7. Analysis of City's Documents / Records Acceptance Policies, since that task will also be looking at business processes in addition to standards. This technique will be used to identify the specific needs of a strategic, and fully responsive, Citywide DRMS solution. The data gathered from City staff and management will be used to develop the final DRMS recommendations and implementation plan priorities.

**B.1.4 Project Management Approach, Project Management Institute's PMBOK**

ThirdWave's project management ensures that each task to be performed is clearly defined and planned for. The project management focus is on developing a quality product, maintaining schedule integrity, cost controls, and the effective use of ThirdWave Team and City resources.

A robust and proven project management methodology will be used for the City's DRMS project; one ThirdWave has effectively used for 16 years on close to 200 information systems projects of varying degrees of scale and complexity. ThirdWave utilizes industry standard project management techniques, as identified by the Project Management Institute's *A Guide to the Project Management Body of Knowledge* (PMBOK™). The proposed methods have been employed to manage projects throughout the United States. Simply stated, we manage to the contractual requirements of the job, with a special emphasis on the following management areas:

**Exhibit B: Scope of Work**

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ThirdWave Corp 11400 W. Olympic Blvd. Suite 650 Los Angeles CA 90064 310.914.1480 Fax 310 914.1490
ThirdWave's seasoned Project Manager shall plan and administer the execution of all project activities, including task execution, quality of the work, resource allocation, schedule integrity and coordination with the City's Project Manager. To ensure the desired results, the project will have a Program Manager providing executive oversight and acting on an advisory capacity. ThirdWave will manage the project to the contractual requirements of the job, with a special emphasis on providing professional/technical expertise, quality products, and Customer satisfaction.

Working closely with our team member GGS, we have assigned sufficient expert resources to the City's project to provide the attention and monitoring needed for success. In addition, if required, the project manager has access to all resources within ThirdWave to ensure that the desired results are attained.

B.1.5 Project Plan

Drawing on the information contained in the City's RFQ document, the following pages provide a detailed description of the Scope of Work and associated deliverables. The tasks will be executed employing a rare blend of talents including:

- A broad base of technical expertise on current and emerging technologies.
- Sensitivity to organizational issues and political dynamics.
- Diplomacy skills that are inclusive in effectively soliciting staff and management input and participation.
- Leadership, facilitation, and mediation skills to build consensus, buy-in and support across the entire enterprise.

The following pages provide a detailed description of the proposed Scope of Work and corresponding deliverables. Tasks requiring City staff are shown with a numbering system starting with "City." (In general, these are tasks where City staff will review and provide comments on draft deliverables.)
Phase 0: Project Coordination & Management

Task 0.1 Project Kick-off Meeting

A project kickoff meeting will be held with the City and ThirdWave’s Project Team to review the project goals and objectives, the project plan, deliverables, project schedule, project meeting dates, ThirdWave and City responsibilities, and the PMBOK project management protocol. If required, the ThirdWave Project Manager will work with the City Project Manager to adjust the schedule per discussions in the kick-off meeting.

Deliverable 0.1: Project Kick-off Meeting

Task 0.2 Project Status Reports

This task will entail providing project progress reports. Two types of project reporting will be provided.

1. Bi-weekly project status conference calls between appropriate Project Team staff, which will address the following:
   - Discussion of ongoing tasks
   - Outstanding issues requiring attention by the City
   - Action items for ThirdWave or the City.

2. Monthly Project Status Reports, which will address the following:
   - Description of progress made during the reporting period, including outstanding issues and recommendations for resolution.
   - Deliverables completed and delivered during the reporting period.
   - Outstanding issues and recommendations and the impact on technical, cost and scheduling requirements.

This task presumes that 6 reports will be produced during the course of the project.

Deliverable 0.2: Bi-Weekly Conference Calls and Monthly Status Reports

Task 1: Analyze Current Document Management Systems & Business Processes

Task 1.1 Document / Records Management Rapid Workflow Sessions

Task 1.1.1 Hold Rapid Workflow Sessions

As described previously, the RWPM™ methodology will be used to address the unique Document & Records Management systems and processes of each department. This task will entail holding nineteen (19) - 3 hour working sessions with staff to address existing manual or automated records management processes and requirements for enhancing those processes. For the purposes of this proposal, we have estimated one working sessions per department (using a list provided on the City’s Website.) including the following:

1. Administrative Services
2. City Attorney’s Office
3. City Auditor’s Office
4. Office of the City Clerk
5. City Hall
6. City Manager’s Office

Exhibit B: Scope of Work
7. Community Development
8. Economic Development
9. Office of Emergency Services
10. Fire Department
11. Housing and Redevelopment
12. Human Resources
13. Library
14. Mayor and City Council
15. Municipal Utilities
16. Parks and Recreation
17. Police Department
18. Public Works
19. Office of Volunteer Services

Experience shows that all of the above may not have document / records management requirements, and that some department have several divisions within them (i.e. Public Works, Community Development, etc.), thus requiring more than one working session. It may be appropriate to adjust the number of Rapid Workflow™ sessions to the actual required, either by eliminating some of the departments listed above so that some departments may have more than one Rapid Workflow session, or adding to the amount of working sessions listed in this task via a change order.

This task will entail holding business process mapping working sessions with appropriate staff and management from each department. ThirdWave will use interactive working sessions to hone in on the management, operational, and Information Technology challenges facing each group focusing exclusively on document and records management. The workflow sessions at the City will consist of the following:

- Map out existing high-level document / records management user workflows.
- Identify existing process problem areas, including technical / operational bottlenecks, inefficiencies, redundancies, disconnects, lack of access to information, etc., within the existing environment.
- Determine impacts in duplicated efforts, redundant costs, time inefficiencies, delays, and/or poor customer service, as well as qualitative impacts.
- Identify solutions, including process changes and enhancements, the introduction of new policies and practices, and/or DRMS Information Technology, including Web-enabled features.
- Identify what the potential benefits would be if the proposed solutions were implemented. Benefits will be identified at several levels; e.g. to the to City Departments, other outside agencies, and the HCA’s customers.

The City will identify, contact and confirm the participation of appropriate participants, in addition to scheduling the meeting facilities. City staff should be very familiar with the document management process being assessed and be open to change. Participants should represent staff, supervisor and management. City staff will be made available to participate in the working sessions as shown in the project schedule, including staff involved in all aspects of the document management process being addressed in each department.
Deliverable 1.1.1: 19 Doc. / Records Management Rapid Workflow Sessions

Task 1.1.2  Produce Notes of Doc. / Records Management Rapid Workflow Sessions

This task will entail the development of "As Is" business process maps from the RWPM™ sessions using Visio. The business process maps will include the following information:

- List of attendees in the RWPM™ session
- A list of general issues
- The business process map(s)
- DRMS Business Process Problem Statements
- DRMS Business Process Impact Statements
- DRMS Business Process Solution Statements
- DRMS Business Process Benefit Statements

The draft RWPM™ notes will be provided to each department as the first draft, for their review and comments.

Deliverable 1.1.2: Draft Rapid Workflow Sessions Notes

City 1.1.2  Review & Comment on Deliverable

This task will entail appropriate City staff to review the draft deliverable, provide comments and suggested revisions. Unless otherwise agreed to, the review and comments will be provided within the turn-around time specified in the Project Schedule.

City Deliverable 1.1.2: Comments on Deliverable

Task 1.1.3  Incorporate City Comments

This task will incorporate the feedback provided by the City to produce a final document of the assessment of the City current DRM systems and processes.

Deliverable 1.1.3: Final Assessment of Current DRMS & Processes

Task 1.2  Produce To-Be Process Maps

This task will include holding four (4) - three (3) hour working sessions to address one document management business process for each of the four organizations identified below:

1. Community Development
2. City Manager's Office
3. Public Works
4. City Clerk's Office

ThirdWave will facilitate a review of four business processes identified in the Rapid Workflow sessions. Working with staff attending the working sessions, each of these sessions will produce a "to-be" business process map of what an enhanced business process should entail. The enhanced businesses processes will be provided as functional requirements (and performance parameters) in the EDMS RFP, to ensure the most appropriate selection of an Electronic Document Management System.
The results from the working sessions will be documented and provided to the City for their review and comment. The City's comments will be incorporated to produce the final To-Be Business Process Maps.

**Deliverable 1.2: Four To-Be Process Maps**

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**Task 2.1: Document Inventory**

This task will include a document inventory to provide round estimates counts of exiting documents (hardcopy and electronic) and provide an average count of incoming documents per day. This task will entail a combination of onsite inventory activities working with appropriate City staff in each department familiar with the documents in each department. Two primary departments' documents will be reviewed: the Police Department and the Community Development Department. Other City Departments / file storage locations may be reviewed as funds allow, including the Vault in IT and the Bekin's Storage facility.

A document management survey methodology and form will be used to maximize the work done under this task. A low-level ThirdWave staff person, under the direction of a Sr. RMS Consultant from Gladwell Governmental Services, will carry out the inventory.

ThirdWave will carry out this task on a Time & Materials Not-to-Exceed basis (which will include labor and travel). The City will have the option of doing all, some, or none of this work, under the direction of ThirdWave, given the availability of appropriate City departmental staff. ThirdWave will work on this task until the funds are expended or City staff assumes the role of doing the inventory.

**Deliverable 2.1: Document Inventory and Number Count Estimates**

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**Task 3.1: Review of City's Current Imaging System**

**Task 3.1.1: Meet with the Police Department and CDD to Review the OnBase System**

This task will entail holding a 2-hour application / technology review with the appropriate staff form the PD and CDD departments responsible for the OnBase imaging system; preferably "super users." The meetings will review:

- The level of use of the existing system
- The level of customer satisfaction with the OnBase System
- An assessment of the City's current imaging process with regard to long term / permanent archive, file sizes for web and email to the public.
- The ability of the OnBase system to be part of an enterprise EDMS solution

The end user departments will provide twenty (20) minute demonstrations on the use of the existing system within each business environment.

**Deliverable 3.1.1: Meeting to Review Current Advantage Records System**
Task 3.1.2  Document Findings of the PD / CDD OnBase System Assessment
This task will entail taking the information gathered in the OnBase system assessment / review meeting and documenting it in a draft summary of findings. This information will also be used in Task 10. Produce Final Recommendation & Complete Project Implementation Plan. The draft findings will be provided to the City for review and comments.

Deliverable 3.1.2: Draft Findings of Advantage System Records Assessment

City 3.1.2  Review & Comment on Deliverable
This task will entail appropriate City staff reviewing the draft deliverable and providing comments and suggested revisions. Unless otherwise agreed to, the review and comments will be provided within the turn-around time specified in the Project Schedule.

City Deliverable 3.1.2: Comments on Deliverable

Task 3.1.3  Incorporate City Comments
This task will incorporate the feedback provided by the City to produce a final document of the assessment of the City’s current EDM system and processes.

Deliverable 3.1.3: Final Findings of Current Records

Task 4  Technology Review

Task 4.1  High-level Technology Review & Assessment
This task will include a high-level technology review assessing the technical and financial feasibility specifically focused in the deployment of an enterprise EDMS. The review will include the following:
• LANs Networking communication infrastructure, Server / OS platforms
• Relational Database Modeling (RDBM) assessment
• Web Document Presentation / e-Government Applications
• Enterprise Application Integration with EDMS

This task will consist of two subtasks:
• 4 - 2 hours technology sessions with IT staff knowledgeable on each of the systems shown above being reviewed.
• Summary of findings and recommendations

Deliverable 4.1: Technology Review, Findings & Recommendations

Task 5  Analysis of City’s Documents / Records Acceptance Policies

Task 5.1  Documents / Records Acceptance Policies Enterprise Session
This task will include an analysis of the City’s document and records acceptance policies, including both electronic and printed documents. To accomplish this, ThirdWave will hold a one half day Rapid Workflow™ Enterprise Session with appropriate city departments and staff to baseline the current level of acceptance or deviation. This task will help determine the level of consistency in interpretation of the Record Acceptance Policies.
A Rapid Workflow Enterprise Session follows a similar format as previously described; only it addresses issues that cut across entire organizations. It is facilitated in a focus group format where one issue is examined from the differing perspectives of several groups. Knowledgeable staff from all organizations involved in the document / records acceptance policy process should attend. Session notes will be taken and produced into a summary of findings and recommendations.

**Deliverable 5.1: Draft Findings & Recommendations on Acceptance Policies**

**City Deliverable 5.1: Comments on Deliverable**

**Task 5.2: Incorporate City Comments**

This task will incorporate the feedback provided by the City to produce the final findings and recommendations on the City’s documents and records acceptance policies.

**Deliverable 5.2: Final Findings & Recommendations on Document & Records Acceptance Policies**

**Task 6: Produce Final Recommendation & Complete Project Implementation Plan**

**Task 6.1: Produce Draft Implementation Plan**

This task will incorporate the findings from all previous phases to produce the final DRMS recommendations and implementation. This task will identify a roadmap of how the City will get to their desired DRMS destination. This deliverable will contain two parts:

**Part I: DRMS Recommendations**

ThirdWave will develop a vendor neutral set of solution recommendations that, once approved, may be incorporated into a Request for Proposal. The recommendation will address the disciplines of information, document, and records management and the technologies that make up these systems. The recommendations will address a DRMS:

- Vision
- Strategy
- Document Access Requirements
- Document Technology Guidelines
- Business Case Components
- Implementation
- Analysis and Design Methodologies
- Personnel Skills and Specialists

**Part II: Implementation Plan**

ThirdWave will provide the City with a complete (AIIM International award winning) project implementation plan to include initial set up and training. The implementation
plan will include a recommendation for continuous training for City personnel in the use of the acquired system.

This document will be provided to the City for review and comment.  

**Deliverable 6.1: Draft Implementation Plan**

City 6.1  
**Review & Comment on Deliverable**
This task will entail appropriate City staff reviewing the draft deliverable and providing comments and suggested revisions. Unless otherwise agreed to, the review and comments will be provided within the turn-around time specified in the Project Schedule.  

**City Deliverable 6.1: Comments on Deliverable**

Task 6.2  
**Incorporate City Comments**
This task will incorporate the feedback provided by the City to produce the final DRMS Recommendation and Project Implementation Plan.  

**Deliverable 6.2: Final Recommendation & Implementation Plan**

Task 7  
**Project Management of DRMS Implementation & Acceptance**

Task 7.1  
**Project Manager for Implementation & Acceptance Plan**
This task will entail ThirdWave acting as the Project Manager for the implementation phase of the DRMS selected by the City. In this capacity, ThirdWave will continue to provide advisory, project management oversight during the implementation and acceptance of the DRMS solution. To ensure the successful deployment of the selected DRMS, we will employ the same PMBOK™ (Project Management Institute’s Project Management Body of Knowledge™) best practice project management methodology. 

The details for this task will be identified prior to the implementation phase. This task is not included in this initial Scope of Work, but will be carried out a T&M basis, based on the project management tasks agreed upon by ThirdWave and the City, in a later phase. No costs were provided in this proposal for this task.  

**Deliverable 7.1: DRMS Implementation Project Management**

Task 8  
**Direct Costs**
This type of project requires a certain amount of on-site presence. To ensure the success of the project, we have allocated sufficient funds for travel to the City. ThirdWave will be on-site to work with City staff and management to effectively execute the work. While predicting travel costs is not an exact science, we have allocated a reasonable number of on-site days based on the type of the work, e.g., interviews, working sessions, project coordination, project status meetings, presentations, etc. Any work that can be done in our office will be, as that is most cost effective.
Task 8.1 Travel Cost Estimates

For project management purposes, travel costs have been assigned and incorporated to each task. Travel will be invoiced on an on-going basis with each corresponding task, including the following: airfare, ground transportation, hotels, meals, parking costs, etc. ThirdWave will adhere to City travel expense guidelines.

Task 8.2 Direct Reimbursable Expenses

For project management purposes, this sub-task will be used to manage and invoice on-going project costs. Direct reimbursable will include the following:
- Electronic media to provide electronic transmittals of project deliverables.
- Black / White photocopies: 8 cents per copy
- Printing, Binding (if required for deliverables)
- Color photocopies; $1.00 - 8.5x11 per copy, $2.00 - 11x17 per copy
- Mileage: 36 cents / mile
- FedEx and courier charges
- Long Distance phone calls / Faxing

Deliverable 8.2: Direct Costs

B.1.6 Optional Tasks

The following provides a scope of work description for optional tasks that the City may choose to carry out with a contract amendment. (Cost estimates have been provided in the Payment Schedule of this proposal.)

Optional Task 1 Cost / Benefit Analysis:

O Task 1 DRMS Cost Benefit Analysis

This task will include taking the impacts and potential benefits identified in the Rapid Workflow sessions and researching potential cost/benefit impacts of deploying an enterprise RDMS at the City. This task assumes City staff will assist in gathering certain data, e.g., hourly rates of staff, actual operating costs, identifying actual quantities on items identified in the impact statements. ThirdWave will take the data gathered and compile it into the CBA model. The data will be documented in Excel spreadsheets and an executive summary of the CBA presentation will be developed.

Deliverable OT 1: Enterprise DRMS CBA & Management Presentation

Optional Task 2 End of Process ITEC Presentation:

O Task 2.1 Prepare ITEC Presentation

This task will include developing a presentation at the end of the project. This PowerPoint presentation will consist of an executive level briefing presenting a summary of the project process, findings, recommendations, implementation plan, and benefits of the proposed enterprise Document / Records Management System implementation.

Deliverable OT 2.1: Prepare ITEC Presentation
O Task 2.2  Provide ITEC Presentation
This task will entail providing a 1 to 2 hour executive presentation to the ITEC and addressing whatever issues the executives may raise.
Deliverable OT 2.2: ITEC Presentation

Optional Task 3: Presentation to City Council

O Task 3.1  Prepare Executive Level Presentation
This task will include developing a presentation at the end of the project. The City Steering Committee will determine the final content. Typically, this type of presentation would present the compelling business case for investing in an Enterprise Document and Records Management System, including the final recommendations, implementation plan, and benefits of the proposed enterprise DRMS implementation.
Deliverable 3.1: Prepare City Council Presentation

O Task 3.2  Provide City Council Presentation
This task will entail providing a 1 to 2 hour executive presentation to the City Council and addressing whatever issues the executives may raise.
Deliverable OT 3.2: City Council Presentation

Optional Task 4: Review of City's Current Advantage System

O Task 4.1  Review Advantage System Records

O Task 4.1.1  Meet with City to Review Advantage System
This task will entail holding a 2-hour working session with the appropriate City department to review the existing records inventory maintained in the Advantage System. Because of their Records Management expertise, this task will be lead by GGS. We will perform an analysis and inventory validation of the most recent document inventory produced by the City. This review will ascertain whether a consistent and generally acceptable methodology is currently being adhered to.
Deliverable OT 4.1.1: Meeting to Review Current Advantage Records System

O Task 4.1.2  Document Findings of Advantage System Assessment
This task will entail taking the information gathered in the current system assessment / review meeting and documenting it in a draft summary of findings. This information will also be used in Task 10. Produce Final Recommendation & Complete Project Implementation Plan. The draft findings will be provided to the City for review and comments.
Deliverable OT 4.1.2: Draft Findings of Advantage System Assessment

O City 4.2  Review & Comment on Deliverable
This task will entail appropriate City staff reviewing the draft deliverable and providing comments and suggested revisions. Unless otherwise agreed to, the review and

Exhibit B: Scope of Work
comments will be provided within the turn-around time specified in the Project Schedule.

O City Deliverable 4.1.2: Comments on Deliverable

O Task 4.1.3 Incorporate City Comments
This task will incorporate the feedback provided by the City to produce a final document of the assessment of the City's current EDM system and processes.

Deliverable OT 4.1.3: Final Findings of Current Records

Optional Task 5: Survey Local Government Agencies on DRMS Use:

O Task 5.1 Local Government Research

O Task 5.1.1 Develop Local Government DRMS Survey
This task will entail an analysis of what local government agencies are doing with Document / Records Management Systems (DRMS), Imaging and Automated Workflow solutions. The task will entail the development of a EDMS Use in Local Government survey, specifically addressing the following:
- Management Philosophy
- Systems & Solutions Used
- Corresponding Costs (Systems & Deployment)
The survey will be distributed to several counties and cities identified by the Cities and around the Stockton region.

Deliverable OT 5.1.1: Draft Local Government EDMS Survey

O City 5.1.1 Review & Comment on Deliverable
This task will entail appropriate City staff reviewing the draft deliverable and providing comments and suggested revisions. Unless otherwise agreed to, the review and comments will provided within the turn-around time specified in the Project Schedule.

City Deliverable OT 5.1.1: Comments on Deliverable

O Task 5.1.2 Incorporate City Comments
This task will entail incorporating the City's comments and distributing the survey via email and/or mail. Recipient government agencies will be provided one week to respond to the survey. One follow-up email will be sent to each recipient after 3 working days of the initial transmittal.

Deliverable OT 5.1.2: Transmit Local Government DRMS Survey

O Task 5.2 Collate Survey Data and Produce Findings Document

O Task 5.2.1 Collect and Collate Received Survey Data
This task will entail taking the data provided by the government agencies in the DRMS Survey and collating it into a logical and presentable format. This data will be provided to the City for their review and comment.

Deliverable OT 5.2.1: Collated Received DRMS Survey Data

Exhibit B: Scope of Work
O City 5.2.1  Review & Comment on Deliverable
This task will entail appropriate City reviewing the draft deliverable and providing comments and suggested revisions. Unless otherwise agreed to, the review and comments will be provided within the turn-around time specified in the Project Schedule.
City Deliverable OT 5.2.1: Comments on Deliverable

O Task 5.2.2  Incorporate City Comments
This task will incorporate the feedback provided by the City to produce a final document of the Local Government DRMS Survey findings.
Deliverable OT 5.2.2: Final Local Government DRMS Survey Findings

Optional Task 6  Local Government Survey Results Presentation

O Task 6.1  Prepare Executive Presentation
This task will entail the preparation of an executive PowerPoint presentation of the findings from the survey, presenting the findings of how local government agencies are pursuing the use of DRMS.
Deliverable OT 6.1: Draft Local Government DRMS Use Presentation

O City 6.1  Review & Comment on Deliverable
This task will entail appropriate City staff reviewing the draft deliverable and providing comments and suggested revisions. Unless otherwise agreed to, the review and comments will be provided within the turn-around time specified in the Project Schedule.
City Deliverable OT 6.1: Comments on Deliverable

O Task 6.2  Local Government Survey Results Presentation
This task will entail providing an executive level Market Trends presentation to appropriate City staff and management.
Deliverable OT 6.2: Local Government DRMS Survey Results Presentation

Optional Task 7  Unbiased Scope of Work for Enterprise Wide DRMS

O Task 7.1  Develop Draft SOW
This task will entail assisting the City in determining the most responsive, technically viable and financially sound DRMS architecture and strategy. This Scope of Work will aid in the management of the acquisition, deployment, and stewardship of:
- Enterprise Document Management Systems
- Electronic Image Capture and Management Systems
- Information Search and Retrieval Engines
- Character Recognition Systems
- Work Process Management Systems
- Records Management including Destruction
- Web Components
- Unbiased SOW for Enterprise Wide DRMS solution.

Exhibit B: Scope of Work  B-11
Deliverable OT 7.1: Draft Scope of Work

O City 7.1 Review & Comment on Deliverable
This task will entail appropriate City staff reviewing the draft deliverable and providing comments and suggested revisions. Unless otherwise agreed to, the review and comments will be provided within the turn-around time specified in the Project Schedule.

City Deliverable OT 7.1: Comments on Deliverable

O Task 7.2 Incorporate City Comments
This task will incorporate the feedback provided by the City to produce a final DRMS Scope of Work that will be incorporated into a Request for Proposal document.

Deliverable OT 7.2: Final Unbiased Scope of Work for Enterprise Wide DRMS

Optional Task 8: Provide Recommendation for Naming Conventions in the DRMS

O Task 8.1 Draft Recommendation for Establishing Standard Naming Conventions
This task will entail providing a set of recommendations on what the City should address in establishing naming conventions in the document and records management system. To ensure that the unique requirements of all departments are incorporated into this task, we have assumed we will hold twenty (20), 2-hr meetings to review document types and classes. (For the purposes of estimating cost, we have assumed that one meeting will be held with each department listed in the City Website. As stated above in Task 1.1, it may be appropriate to adjust the number of working sessions in contract negotiations, depending on the actual number of departments or groups that will require meetings.) Using the understanding gained from the meetings, and an inventory of document types and classes for all departments, a draft recommendations document will be produced and provided to the City for review and comment.

Deliverable OT 8.1: Draft Recommendation for DRMS Naming Conventions

O City 8.1 Review & Comment on Deliverable
This task will entail appropriate City staff reviewing the draft deliverable and providing comments and suggested revisions. Unless otherwise agreed to, the review and comments will be provided within the turn-around time specified in the Project Schedule.

City Deliverable OT 8.1: Comments on Deliverable

O Task 8.2 Incorporate City Comments
This task will incorporate the feedback provided by the City to produce the final recommendation for establishing standard naming conventions.

Deliverable 8.2: Final Recommendation for DRMS Naming Conventions

Exhibit B: Scope of Work
EXHIBIT C: PROJECT SCHEDULE

The project schedule on the next page reflects what we believe to be a reasonable timeline for the DRMS project, reflecting our overriding objective - a successful project and enterprise DRMS system implementation.

The Project Schedule shows an itemized list of phases, tasks and associated subtasks. The Gantt chart illustrates the timeline for completion of each task with corresponding deliverables. ThirdWave has placed a special focus to develop a work plan that is logical and manageable, meeting the key objectives addressed in the RFP. Wherever possible, tasks have been planned in parallel to compress the project schedule in an effort to shorten the project duration as much as possible. In addition, the Project Schedule also indicated instances where the City will be provided deliverables for their review and comment, and the time allotted for the turnaround of those draft deliverables.

And last, because this project will pass through two major holidays, Thanksgiving and Christmas, the schedule has not scheduled collaborative work during those Holidays, although ThirdWave may work through on some of those days.
## EXHIBIT D: COMPENSATION

### A. Maximum Compensation

The maximum amount of compensation to be paid to CONSULTANT under this AGREEMENT, including both payment for professional services and reimbursable expenses shall not exceed Ninety-Five thousand, One Hundred and Sixty-five dollars ($95,165.00).

### C. Payment Schedule

The maximum compensation, including professional services, reimbursable expenses, and Supplement Services shall not exceed the indicated amount for the following work items:

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<th>Description</th>
<th>Labor</th>
<th>Travel</th>
<th>Inv. Amount</th>
<th>Task Subtotal</th>
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**Total Contract Amount**

$95,165.00
D. Monthly Invoices

1. CONSULTANT shall, during the term of this AGREEMENT, invoice the CITY on a monthly basis for all services performed under this AGREEMENT since the previous invoice and for all reimbursable expenses incurred since the previous invoice. CONSULTANT shall invoice the CITY based on a maximum amount per task. CONSULTANT shall prepare all monthly invoices in a format mutually agreed upon by the CITY and CONSULTANT. A hard copy of the monthly invoices shall be provided to the CITY’s designee. CONSULTANT shall provide electronic copies of monthly invoices upon request.

The invoice shall set forth a detailed description of the services performed during the invoice period. The invoice shall also provide a detailed description of all reimbursable expenses, and provide sufficient documentation to verify the amounts being charged by CONSULTANT, including, but not limited to bills, receipts, and invoices.

2. Provided the services and reimbursable expenses covered by the invoice have been completed in accordance with the provisions of this AGREEMENT, CITY shall pay the CONSULTANT at the amount shown on the invoice within thirty (30) days of CITY’s approval of the invoice.
E. Reimbursable Expenses

The CITY shall reimburse CONSULTANT for the cost of printing, binding, plotting, reproduction, long distance phone / fax charges, electronic media, delivery expenses, and all costs directly incurred in performing the work required under this AGREEMENT at actual cost plus ten percent (10%).

1. Consultants Direct Costs

Actual cost of travel associated with PROJECT performance by CONSULTANT, shall not exceed a maximum amount of Sixteen-thousand One-hundred and Ten dollars ($16,110.00) for the total term of the AGREEMENT, unless authorized in writing by the CITY or the CITY’s designee. Travel expenses will be reimbursed as associated with each task based on actual receipts and shall not exceed the City Administrative travel policy. Travel expenses include:

- Airfare
- Ground Transportation
- Food
- Lodging
- Parking
- Mileage (0.365 cents per mile)

Other direct reimbursable charges include:

- Photocopies of deliverables
  - 8.5x11 B / W 10 cents / copy
  - 8.5x11 Color 1.00 / copy
  - 11x14 Color 4.00
- Printing / binding or binders
- Electronic media used to transmit project deliverables
- Long Distance telephone / conference calls, Faxing
- FedEx and other shipping charges
EXHIBIT E: INSURANCE

CONSULTANT, at CONSULTANT’s sole cost and expense, shall procure and maintain for the duration of this AGREEMENT insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of the services hereunder by CONSULTANT, its agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. The coverage described in Insurance Services Office Form Number GL 0002 (Ed. 01/96) covering Commercial General Liability together with Insurance Services Office Form Number GL 0404 covering Broad Form Comprehensive General Liability; or that described in Insurance Services Office Commercial General Liability coverage ("occurrence") Form Number CG 0001 (Ed. 01/96)

2. The coverage described in Insurance Services Office Form Number CA 0001 (Ed. 12/93) covering Automobile Liability, Code 1 "any auto", or Code 2 "owned autos" and Endorsement CA 0025. Coverage shall also include Code 8 "hired autos" and Code 9 "non-owned autos"; and

3. Workers' Compensation insurance as required by the California Labor Code and Employers Liability insurance; and

4. Professional Liability Errors and Omissions.

B. Minimum Limits of Insurance

CONSULTANT shall maintain limits no less than:

1. Commercial General Liability: $1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit; and

2. Automobile Liability: $1,000,000 combined single limit per accident for bodily injury and property damage; and

3. Workers' Compensation and Employers' Liability: Workers' Compensation limits as required by the California Labor and Employers Liability limits of $1,000,000 per accident; and

4. Professional Liability Errors and Omissions $1,000,000 Aggregate Limit.

Exhibit E: Insurance
C. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to, and approved by CITY's Risk Manager. At the option of CITY, either; the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects CITY, its officer, employees; agents and contractors; or CONSULTANT shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses in an amount specified by the CITY's Risk Manager.

D. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1. Commercial General Liability and Automobile Liability Coverages

   a. The CITY, its officers, employees, agents and contractors are to be covered as additional insured's as respects: Liability arising out of activities performed by or on behalf of, CONSULTANT; products and completed operations of CONSULTANT; premises owned, leased or used by CONSULTANT; and automobiles owned, leased, hired or borrowed by CONSULTANT. The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, employees, agents and contractors.

   b. CONSULTANT's insurance coverage shall be primary insurance as respects CITY, its officers, employees, agents and contractors. Any insurance or self-insurance maintained by CITY, its officers, employees, agents or contractors shall be excess of CONSULTANT's insurance and shall not contribute with it.

   c. Any failure to comply with reporting provisions of the policies by CONSULTANT shall not affect coverage provided CITY, its officers, employees, agents, or contractors.

   d. Coverage shall state that CONSULTANT's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. All Coverages

Each insurance policy required by this AGREEMENT shall be endorsed to state that coverage shall not be suspended, voided, canceled, or reduced in limits except after thirty (30) days' prior written notice has been given to CITY.

E. Acceptability of Insurers

Insurance is to be placed with insurers acceptable to CITY's Risk Manager.

F. Verification of Coverage

CONSULTANT shall furnish CITY with certificates of insurance and with original endorsements affecting coverage required by this AGREEMENT. The certificates and endorsements for each
insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

Proof of insurance shall be mailed to the following address or any subsequent address as may be directed in writing by the Risk Manager:

CITY OF STOCKTON
Risk Management Division
425 N. El Dorado Street
Stockton, California 95202-1997
RESOLUTION NO. __________

STOCKTON CITY COUNCIL

RESOLUTION TO APPROVE A CONTRACT WITH THIRD WAVE CORPORATION FOR ENTERPRISE DOCUMENT MANAGEMENT FOR THE IMPLEMENTATION AND SUPPORT FOR A CITY WIDE SOLUTION

WHEREAS, Stockton Municipal Code ("SMC") section 3-105 provides for an exception to the competitive bidding requirements in cases where the City Council has approved findings which support and justify the purchase via a cooperative purchasing agreement, and

WHEREAS, a committee reviewed and evaluated six (6) proposals received January 15, 2004. At the conclusion of the interviews, the committee determined that Third Wave Corporation was the vendor that offered the best solution to the City of Stockton, and

WHEREAS, the City now desires to adopt a contract with Third Wave Corporation to provide an Enterprise Document Management solution for the City of Stockton in the amount of $95,165.00, now, therefore,

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF STOCKTON, AS FOLLOWS:

1. That certain Agreement is hereby approved between the City of Stockton and Third Wave Corporation in the amount of $95,165.00.

2. That the City Manager is hereby authorized and directed to execute the agreement, and to take such action as deemed necessary to carry out the purpose and intent of the Resolution.

PASSED, APPROVED and ADOPTED ________________________.

ATTEST: ________________________

GARY A. PODESTO,
Mayor of the City of Stockton

KATHERINE GONG MEISSNER
City Clerk of the City of Stockton

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City Atty: 
Review Date November 24, 2004