

**CONTRACT FOR DISTRICT CLERK RECORDS CONVERSION, SCANNING
AND INDEXING SERVICES**

This Agreement (“Agreement”) is entered into by and between ACS State & Local Solutions, Inc., a New York corporation, herein referred to as “CONTRACTOR” or “ACS” and El Paso County, a political subdivision of the State of Texas, herein referred to as “COUNTY.” This Agreement is for the scanning, image conversion and indexing of District Clerks case files, dockets and minute books described below.

I. SUPPLIES PROVIDED AND SERVICES PERFORMED BY THE COUNTY

A. *Supplies*

The COUNTY will supply, at its own expense, access to the archived records that are to be digitized, converted and indexed. Contractor will retrieve archived records on a periodic basis at 810 E. Overland, Room 242, El Paso, Texas 79901.

B. *Services and Functions*

The COUNTY will provide, at its own expense, a project leader to act as the main contact, review the status of the project, and monitor the shipping and delivery of the records and finished goods.

II. SCOPE OF WORK BY CONTRACTOR

Phase I: Digital scanning and creating new electronic index of approximately 25.5 million civil pages for all cases filed prior to the year 2000, including year 2000.

Phase II: Digital scanning and creating a new electronic index of approximately 3.3 million criminal pages for all cases filed prior to the year 2000, including year 2000.

Phase III: Digital scanning and creating a new electronic index of approximately 2,700 original minute/docket court record books. These books contain approximately 1.7 million pages.

A complete list of Project Requirements as defined by the COUNTY is included in Exhibit A. CONTRACTOR Scope of Work and list of required deliverables are included in Exhibit B (“Services”).

CONTRACTOR will complete the work under three phases within 103 months of execution of this Agreement. The results of the project are reliant upon the quality of the original records to be converted. CONTRACTOR cannot be responsible for extremely poor quality original records that will result in a less than acceptable image. CONTRACTOR will provide reasonable image clean up as records are processed. CONTRACTOR will notify the COUNTY if, during the process, records are discovered that will produce poor quality images. It will be the COUNTY’S decision to accept the images as-is or request a more extensive manual image clean up and manual process.

III. FINANCIAL ARRANGEMENTS

In return for the Services provided by CONTRACTOR as described in Section II above, Exhibit A and Exhibit B, it is agreed that the COUNTY shall pay CONTRACTOR as follows:

Option I – Indexing all Attorney Names	Unit Price	Price
Prep and scan Civil-Criminal Files 26,532,230 Images	\$.056	\$1,485,805
Prep and scan small Docket Books 1,101,029	\$.056	\$61,658
Prep and scan large Docket Books 620,994	\$.15	\$93,149
Index Civil-Criminal PL-Def-Attorney 37,199,934 KS	\$.0048	\$178,560
Abstract Hourly Fee Plaintiff, Defendant, Attorney	\$26.59	\$382,026

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Option I – Indexing all Attorney Names	Unit Price	Price
Total		\$2,201,197

NOTE: Billing for all preparation and scanning services based upon actual volume.

All totals listed herein are estimates. COUNTY will be invoiced on actual volume of work performed based on unit pricing. CONTRACTOR will not exceed estimated totals listed herein unless approved in writing by COUNTY. EXHIBIT C provides detailed pricing regarding the minute/docket book processing.

CONTRACTOR will invoice the COUNTY \$ 21,428 per month beginning December 15, 2009 through July 15, 2018. For the remainder of the term of this Agreement, CONTRACTOR will invoice the County (minimum County able to be invoiced). Monthly unit production audits are to be provided to the COUNTY with each month's invoice. These audits and invoices must detail the unit production numbers throughout the project, to include the number of images scanned, the number of index entries, the quantity of abstracting hours and the source years of the images scanned and records indexed. Final year monthly payments will be adjusted up or down according to the final actual total number of records scanned, indexed and hours required to complete the project.

IV. TERM OF AGREEMENT

This Agreement commences when executed by both parties and shall continue through July 15, 2018, unless terminated earlier in accordance with the provisions of this Agreement (the "Term").

V. PAYMENT

COUNTY agrees to pay CONTRACTOR for the Services in accordance with the provisions for payment set forth in Section III above. CONTRACTOR shall submit an invoice to COUNTY for each payment due, and COUNTY agrees to pay each invoice within thirty (30) calendar days after receipt. The date of payment shall be the date the check is mailed, as evidenced by the postmark. Chapter 2251 of the Texas Government Code dictates when a governmental entity must pay a vendor and establishes the appropriate late fee if the governmental entity does not pay the vendor in a timely manner. Thus, the statutory terms in Chapter 2251 of the Texas Government Code are adopted as part of this contract and will be applied in determining when payment shall be made and the amount, if any, of late charges assessed.

VI. SALES & USE TAXES

If COUNTY is by law exempt from property taxes or sales and use taxes, those taxes will not be included in invoices submitted to the COUNTY under to this Agreement. CONTRACTOR may be considered a limited agent of the COUNTY for the sole purpose of purchasing goods or services on behalf of the COUNTY without payment of taxes from which COUNTY is exempt.

VII. RELATIONSHIP OF THE PARTIES

This Agreement shall not constitute, create, give effect to, or otherwise imply a joint venture, partnership, or business organization of any kind. CONTRACTOR and COUNTY are independent parties, and neither party shall act as an agent for or partner of the other for any purpose. Nothing in this Agreement shall grant to either party any right to make any commitments of any kind for or on behalf of the other party without the prior written consent of the other party. CONTRACTOR shall not be restricted from performing services for others and shall not be bound to COUNTY except as provided under this Agreement.

VIII. OWNERSHIP, USE, AND RETURN OF DATA

All information, records, documents, files, data, and other items relating to the business of COUNTY, whether prepared by COUNTY or CONTRACTOR or otherwise coming into the possession of

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CONTRACTOR in connection with performing the Services or otherwise during the term of this Agreement shall remain the exclusive property of COUNTY.

IX. RESPONSIBILITY FOR DATA BACKUP

Prior to CONTRACTOR providing the Services, COUNTY shall prepare and safeguard back-up copies of all data that will be used in connection with the Services. Throughout the Term, and on a regular basis, COUNTY will be responsible for backing up all software and data that CONTRACTOR may use to perform the Services in accordance with standard industry back-up procedures, as modified by any instructions for data back-up provided by CONTRACTOR. Under no circumstances will CONTRACTOR be responsible for the loss of COUNTY data or software.

X. PERFORMANCE AND PRODUCT WARRANTIES

CONTRACTOR warrants that: (a) performance of the Services will not violate any agreement or obligation between CONTRACTOR and any third party; and that (b) the Services will be performed in a professional and workmanlike manner in accordance with generally applicable industry standards and in accordance with specifications in this Agreement. Neither party shall be responsible for delays or failures in performance as a result of limitations or problems inherent in the use of the Internet and electronic communications; *force majeure* events, including but not limited to Acts of God, war, terrorism, civil disturbance, labor dispute, weather, or climate change; or other cause beyond the reasonable control of a party. The provisions of this Section shall survive termination of this Agreement.

THE LIMITED WARRANTIES SET FORTH IN THIS SECTION ARE MADE TO COUNTY EXCLUSIVELY AND ARE IN LIEU OF ALL OTHER WARRANTIES. CONTRACTOR MAKES NO OTHER WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH REGARD TO ANY SERVICES PROVIDED UNDER THIS AGREEMENT, IN WHOLE OR IN PART. CONTRACTOR EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. COUNTY WAIVES ANY CLAIM THAT ANY OF THESE WARRANTIES OR THE REMEDIES PROVIDED UNDER THIS AGREEMENT FAIL OF THE ESSENTIAL PURPOSE FOR WHICH THE WARRANTIES OR REMEDIES ARE PROVIDED.

XI. NOTICE OF DELIVERY OR PERFORMANCE PROBLEMS

If CONTRACTOR encounters or anticipates difficulty in performing any of the Services under this Agreement, or meeting any other performance obligations under this Agreement or in complying with the terms or conditions of this Agreement, or has knowledge that any actual or potential situation or event will or is reasonably likely to cause interference with or delay the timely performance of the Agreement, CONTRACTOR will notify COUNTY immediately, identifying the problem(s) and the corrective action(s) that will be taken. COUNTY agrees to cooperate with CONTRACTOR in addressing any difficulties or delays caused in whole or in part by circumstances in control of COUNTY or any third party, including delay in the agreement to specifications for Services or change orders required to meet COUNTY requirements.

XII. INDEMNIFICATION

CONTRACTOR agrees to indemnify and hold the COUNTY, its officers, agents, and employees harmless against any claims, demands, damages, costs, and expenses (including reasonable attorney's fees for defending the claims and demands) for injury or damage to the person or property of any other party arising out of any act or failure to act by CONTRACTOR its officers, agents, contractors, or employees, or the condition of any equipment or facility owned by CONTRACTOR.

XIII. INSURANCE

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If CONTRACTOR performs any of the Services on COUNTY premises, CONTRACTOR agrees to maintain standard insurance coverage in accordance with its corporate policy. Upon request, CONTRACTOR will provide evidence of coverage on a standard ACORD form certificate of insurance.

XIV. TERMINATION FOR BREACH OR DEFAULT BY CONTRACTOR

If CONTRACTOR materially breaches any of the terms and conditions set forth in this Agreement or fails to perform the obligations set forth in this Agreement and fails to cure the breach or failure within forty-five (45) calendar days (or other reasonable period stated in the notice) after receipt of written notice specifying the basis for the breach or failure to perform, COUNTY may terminate this Agreement. In the event the COUNTY terminates this Agreement pursuant to this paragraph, the COUNTY shall equitably compensate CONTRACTOR for all services performed through the effective date of the term. This compensation will continue to be paid by monthly installments in an amount that does not exceed the monthly payment listed in Section III, until payment for services performed through the effective date of the termination has been made. COUNTY agrees to discontinue use of any CONTRACTOR owned materials no later than the effective date of termination and return any CONTRACTOR owned materials to CONTRACTOR within thirty (30) calendar days after termination.

XV. TERMINATION WITHOUT CAUSE

Either party may terminate this agreement without cause upon thirty (30) days written notice to the other party. In the event the COUNTY terminates this agreement without cause pursuant to this paragraph, the COUNTY shall equitably compensate CONTRACTOR for all services performed through the effective date of the termination. This compensation will continue to be paid by monthly installments in an amount that does not exceed the monthly payment listed in section III, until full payment for services performed through the effective date of the termination has been made.

XVI. TERMINATION FOR LACK OF FUNDING

The COUNTY may terminate this Agreement at the end of any fiscal year during the term of this Agreement if sufficient funds from the District Court Records Archives Fund and the Court Records Preservation Fund intended to satisfy the payment obligations of this Agreement are not included in the adopted budget of COUNTY for the upcoming fiscal year.

XVII. NOTICES TO PARTIES

Unless otherwise specified in this Agreement, all notices, requests, or consents required under this Agreement to be given in writing shall be transmitted by facsimile, hand delivered, or mailed (first class postage prepaid) to the person indicated below. Each party shall notify the other, in writing, of any change in the designated addressee or related information.

To CONTRACTOR:

ACS State & Local Solution, Inc.
8260 Willow Oaks Corporate Dr.
Fairfax, VA 22031
Attn: GFAS Contracts

Telephone: 703-897-8727
Facsimile: 703-891-8857

To COUNTY:

El Paso County Judge
500 E. San Antonio, Suite 301
El Paso, Texas 79901
Attn: El Paso County Judge Anthony Cobos

Telephone: 915-546-2098
Facsimile: 915-543-3888

WITH A COPY TO:

El Paso County District Clerk
500 E. San Antonio, Suite 103
El Paso, Texas 79901
Attn: El Paso County District Clerk Gilbert Sanchez

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XVIII. DISPUTE RESOLUTION

It is the intent of the parties that any disputes arising under this Agreement be resolved expeditiously, amicably, and at the level within each party's organization that is most knowledgeable about the relevant issues. The parties understand and agree that the procedures outlined in this Section are not intended to supplant the routine handling of inquiries and complaints through informal contact of the parties. Accordingly, for purposes of the procedures set forth in this Section, a "dispute" is a disagreement that the parties have been unable to resolve by the normal and routine channels ordinarily used for resolving problems. Pending the final disposition of a dispute other than a dispute arising out of the termination of this Agreement by either party, the parties shall, at all times, proceed diligently with the performance of this Agreement. Before either party seeks any remedies available at law, the parties shall sequentially follow the procedures set forth below:

- (a) The complaining party will notify the other party in writing of the reasons for the dispute, and the parties will work together to resolve the matter as expeditiously as possible. A formal written response will not be required, but the responding party may put its position in writing in order to clarify the issues or suggest possible solutions.
- (b) If the dispute remains unresolved fifteen (15) calendar days after the delivery of the complaining party's written notice, a senior representative of CONTRACTOR and the COUNTY (or a representative of COUNTY who has authority to act to resolve the dispute) shall meet or participate in a telephone conference call within ten (10) business days of a request for the meeting or conference call by either party to resolve the dispute.

If the parties are unable to reach a resolution of the dispute after following these procedures, or if either party fails to participate when requested, then the parties may pursue any remedies available under this Agreement.

XIX. NON-SOLICITATION OF EMPLOYEES

Neither party shall, without the prior written consent of the other party, knowingly solicit, recruit, hire, or otherwise employ or retain any employee of the other party who is performing or has performed any of the Services under this Agreement during the Term of this Agreement. This restriction includes former employees of CONTRACTOR who have performed any of the Services during the term of this Agreement. This restriction shall survive the termination or expiration of this Agreement for a period of one (1) year. The provisions of this Section shall not restrict in any way the right of either party to solicit or recruit generally in the media, and shall not prohibit either party from hiring an employee or former employee of the other party who responds to any public advertisement or who otherwise voluntarily applies for hire without having been personally solicited or recruited by the hiring party.

XX. SEVERABILITY

If all or part of any term or condition of this Agreement, or the application of any term or condition of this Agreement, is determined by any court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of the terms and conditions of this Agreement (other than those portions determined to be invalid or unenforceable) shall not be affected, and the remaining terms and conditions (or portions of terms or conditions) shall be valid and enforceable to the fullest extent permitted by law. If a judicial determination prevents the accomplishment of the purpose of this Agreement, the invalid term or condition (or portions of terms or conditions) shall be restated to conform to applicable law and to reflect as nearly as possible the original intention of the parties.

XXI. ASSIGNMENT AND SUBCONTRACTING

This Agreement shall be binding on the parties and each party's successors and assigns. Any other attempt to make an assignment without prior written consent of the COUNTY shall be void. CONTRACTOR may

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provide for the delivery of all or part of the Services through the use of subcontractors. CONTRACTOR shall notify COUNTY of work being performed by any subcontractor who performs work on the premises of COUNTY and shall ensure that the same insurance requirements that apply to CONTRACTOR under this Agreement apply to and are complied with by that subcontractor.

XXII. WAIVER OR FORBEARANCE

Any delay or failure of either party to insist upon strict performance of any obligation under this Agreement or to exercise any right or remedy provided under this Agreement shall not be a waiver of that party's right to demand strict compliance, irrespective of the number or duration of any delay(s) or failure(s). No term or condition imposed on either party under this Agreement shall be waived and no breach by either party shall be excused unless that waiver or excuse of a breach has been put in writing and signed by both parties. No waiver in any instance of any right or remedy shall constitute waiver of any other right or remedy under this Agreement. No consent to or forbearance of any breach or substandard performance of any obligation under this Agreement shall constitute consent to modification or reduction of the other obligations or forbearance of any other breach.

XXIII. CUMULATIVE REMEDIES

All remedies available to either party for breach of this Agreement by the other party are and shall be deemed cumulative and may be exercised separately or concurrently. The exercise of a remedy shall not be an election of that remedy to the exclusion of other remedies available at law or in equity.

XXIV. ENTIRE AGREEMENT

The contents of this Agreement constitute the entire understanding and agreement between the parties and supersede any prior agreements, written or oral, that are not specifically referenced and incorporated in this Agreement. The terms and conditions of this Agreement shall not be changed or modified except by written agreement signed by both parties.

XXV. MISCELLANEOUS PROVISIONS

- A.** CONTRACTOR agrees that all records pertaining to the work performed for the COUNTY under this Agreement will be available for inspection and audit with at least 5 days advance written notice by the COUNTY to CONTRACTOR. CONTRACTOR further agrees to allow for and assist in the periodic testing by COUNTY of the converted files produced by CONTRACTOR so as to ensure quality and compatibility with COUNTY hardware and software systems.
- B.** The substantive and procedural laws of the State of Texas, without regard to any otherwise applicable choice or conflict of laws provision, shall govern this Agreement, and venue shall lie in El Paso County, Texas for any claims made under this Agreement.

XXVI. EXECUTION

IN WITNESS, thereof, the CONTRACTOR and COUNTY have hereunto affixed their hand and seal, by duly authorized representatives, and have caused these present to execute this Agreement.

El Paso County, TX

ACS State & Local Solutions, Inc.

Honorable Anthony Cobos
County Judge

Mr. Hubert P. Auburn
Vice President

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Date

Date

ATTEST:

District Clerk
El Paso County, TX

EXHIBIT A – CONTRACT SCOPE OF WORK

Record Book Scanning

1. ACS scanning staff, after signing out a volume, will prepare the volume for scanning by removing the pages from the book and examine the pages for any potential problems, such as taped or folded contents. Should the book not permit removal of the pages from the binding, the volume will be directed to the “book scanner.” This special “book scanner” is designed specifically for the electronic image capture of bound books. It has several features for this application such as compensating for the curvature of the pages, handles over size pages, minimizes handling of fragile originals, etc.
2. All pages will be scanned in the order in which they are bound in single page TIFF format at a minimum resolution of 300 dpi.
3. During scanning, the operator will monitor image quality and rescan any documents of less than desirable quality.
4. After scanning, images will be post-processed; quality reviewed with 100% image inspection, and numbered according to required format. Images will be organized as batches by Record Book Name, Volume and Page within a directory with the directory name being the book name.
5. Scanning technicians will note any poor quality image, missing pages or other items on the Quality Control Form.
6. Scanned images will be reviewed again to ensure the overall quality of the scanned images and that all corresponding pages have been scanned.
7. Electronic images will be processed for file naming and final Quality Control QC. Any files failing QC will be rescanned and reprocessed. These reprocessed images will be reviewed by management to verify that best effort has been applied to each questionable image.
8. ACS warrants the delivered data to be in excess of 99% accurate and will correct any jointly agree upon quality issues for a period of one year following the last scheduled monthly delivery.

Indexing and Validation

1. ACS laboratory technicians at computer workstations will use special software that displays each page image and its associated data fields side by side. Fields displayed include book type, volume, page identifier, scan date, scan station number and user id. The technicians will enter the image's index information including case number, plaintiff, defendant, attorneys and case date while viewing the document images. The resulting index is an accurate representation of each file. Index data is verified in the same manner; a different operator views each image and enters any corrections.
2. During indexing, the images are checked for clarity, alignment, contrast and DPI. Any discrepancies are repaired, or rescanned as necessary. Additionally, pages are checked to ensure all pages from the volume are captured and every document is complete.
3. The images and index data are sent to our Quality Assurance area for thorough inspection of the scanned images and index.
4. Each step of the process; entry, verification and Quality Control is entered into the control system as a case file is processed, so that progress is recorded and status is current at all times.
9. A copy of the images and index is transferred from our secure server to a portable USB drive that will be delivered to the El Paso County on a periodic basis.
10. ACS will provide images in Group IV Single Page TIFF format. The index will be provided in comma delimited ASCII flat format. Both formats are future compatible.

All El Paso indexing requirements and formatting will be performed exactly as instructed by El Paso in the project details and subsequent memorandums attached hereto as **Exhibit B**. The sample production is indicative of the levels of indexing and output format the County can expect. ACS will adjust, test and refine the indexing required by the County before actual production begins.

EXHIBIT B – PROJECT REQUIREMENTS AND SPECIFICATIONS

Project Overview

The District Clerk backscanning project involves the indexing and scanning of a large quantity of legal document filings and other miscellaneous records stored by the District Clerk's office over the course of roughly the last century. The majority of documents to be indexed and scanned will be those originally filed with our office during the 1980's and 1990's; however, there are some records that will need to be processed that are older than this. In some cases, records going as far back as the 1930's and 1940's will need to be indexed and scanned, and there are records that are possibly even older than this (though records falling into this category would be few and far between).

Specifications

There are two types of records to be indexed and scanned: case files and books. These two types are described in greater detail below.

Case Files

These records will comprise the majority of records encompassed in this project. Records falling under this category are legal document filings filed by attorneys and other individuals with the District Clerk's office on civil and criminal cases for El Paso County. These documents are logically grouped together into case files. The physical manifestation of a case file is a numbered two-prong cardboard folder, in which all document filings intended for that particular case are placed into. Documents are not bound to the folder, but are rather held in place by two prongs located near the top of the folder. The number on the folder is referred to as either the case number or the cause number. Case files come in two varieties: civil case files and criminal case files. The majority of the types of documents placed into either of these types of files will be either letter or legal size paper, although a very small amount may be of a different size. This project will require that all civil and criminal files held by the El Paso County District Clerk's office that were filed prior to the year 2000 be indexed and scanned.

Indexing Requirements

Each case will require the indexing of three fields pertaining to that particular case, as well as having one associated image file. This file will be a single scanned image of all of the documents within the case file. Below are descriptions of these three fields:

Cause Number – this is a variable length alphanumeric identifier that identifies each case file. It can be anywhere from five to eleven characters in length. This field is not necessarily unique.

PA Control – this is a five digit numeric identifier that, in certain criminal cases, is used instead of or in addition to a cause number. A small amount of training will be necessary in order to learn when the PA Control should be used, when the Cause Number field should be used, or when both should be used.

Type – this is a one digit numeric field that identifies the type of each case (civil or criminal). It will contain a zero if the case is a civil matter, and a one if the case is a criminal matter.

Parties/Defendant Name(s) – this is a variable length field containing the names of all parties in the case, if a civil case file, or the name of the defendant in the case, if a criminal file; in either case, this is a field containing a person's name. There can be multiple parties in a civil case, although there can be only one defendant in a criminal case. A small amount of training will be necessary in order to learn how to determine who the parties or defendant are in each case.

Attorney Name(s) – this is a variable length field containing the names of all attorneys in the case, similar to the previous field. A small amount of training will be necessary in order to learn how to determine who the attorney or attorneys are in each case.

Books

Records that fall under this category are collections of court Orders, case file lookup lists, District Court minute books, and a small variety of other types of records that were used in the past (usually before the advent of the modern computerized judicial case management system) to store information concerning case files and other miscellaneous data. The types of paper, size, and binding method used in these books varies greatly, but the attached

EXHIBIT B – PROJECT REQUIREMENTS AND SPECIFICATIONS

District Clerk Back-Scanning Stats sheet pertaining to the books describes this information in greater detail. Many of the books that will need to be indexed and scanned are among the oldest records in the District Clerk's office, going back as far as the 1930's and 1940's (and possibly earlier); thus, some of these books have fallen into a state of slight disrepair and may need to be handled in a more delicate manner than our case file records. This project will require that all books held by the El Paso County District Clerk's office be indexed and scanned.

Indexing Requirements

Each book will only require a single indexing field; this field will be the title of the book itself. In addition, as with the case file records each book will have a single associated image file, containing a single scanned image of all pages in the book.

Quality

All images will need to be scanned, at minimum, using the following specifications:

Color Mode: Black and White

Dots per Inch: 200 dpi

Size: Letter or Legal, depending on the size of the original document

File Type: Group 4 Single-Page TIF

The size of the images is negotiable; for example, it is permissible to scale all legal size images down to letter size, rather than scan all legal size documents in as legal size pages, so long as there is no degradation of quality in the process.

Quantity

The attached District Clerk Back-Scanning Stats sheets describe the estimated quantity of documents to be scanned for this project. These figures bear a margin of error of roughly plus or minus fifteen percent.

Delivery of Processed Records

Scanned image data must be returned to El Paso County on a hard drive. This excludes any disposable media types.

Post-Processing of Records

After a record (be it case file or book) has been indexed and scanned, the record must then be returned to El Paso County in order to perform quality control procedures, after which the documents will be destroyed by El Paso County personnel or an approved third party.

Delivery of Records for Processing and Return Requests

This project will require that a portion of the records involved be transferred to the facility in which indexing and scanning will occur; however, only a portion of these records can be transferred and held at the facility at a time, due to the fact that these records are needed at times by the District Clerk's office and other County staff. At times, there will be instances in which a record is needed that have already been transferred to the facility, but have not yet undergone the indexing and scanning process. In these instances, a request will be issued requiring that the appropriate documents be located, imaged, and delivered electronically to El Paso County. The timeliness of the response to these requests will be an important criterion in vendor selection.

EXHIBIT B – PROJECT REQUIREMENTS AND SPECIFICATIONS

ADDITIONAL PROJECT REQUIREMENTS AS DETAILED BY RFP AMENDMENTS:

*El Paso County Purchasing Department
800 E. Overland, Room 300*

El Paso, Texas 79901
(915) 546-2048
Fax: (915) 546-8180

Addendum 2

To: To All Vendors Concerned
From: Jose Lopez Jr., Assistant Purchasing Agent
Date: February 10, 2009
Subject: District Clerk Back Scanning Initiative

The Purchasing Department received questions relating to the above referenced project; the response to the following questions:

General Clarification

1. The actual sample size received was 91 Boxes (versus the 100 in your letter) and 33 Books.
2. The original inventory receipt provided by the clerk listed 32 books however the sample size was in fact 33 (attached).
3. We have noted several discrepancies in the book identifiers on the original book inventory list. (Attached).

Books

1. On the inventory list there are three columns; Book type, Court, Volume Number. The instruction call for one index value per book. How are we to key this one index?

Example:

D.C. Minutes Court 20 Volume 1 or D.C Minutes 20 1 or other ?

Note that not all books have a "Book Type" ;listed and many simply have a "color" listed as the book type

The books may be indexed using the first example above. The titles on each book should serve as the field with which to index by. The book inventory list provided is for inventory tracking and informative purposes only, and does not necessarily indicate how these books should be indexed.

2. We have received books that have "alpha" tabs. Can these be removed and reapplied following scanning?

Yes.

3. Per the list we received a volume 9 and a volume 9B for the 327th Court. The description on the actual books however does not differentiate, how are we to index and or differentiate?

EXHIBIT B – PROJECT REQUIREMENTS AND SPECIFICATIONS

In cases such as these, using a system such as that above (volume 9 and volume 9B) should suffice, so long as we are able to differentiate between the two different books.

- Books appear to be bound in a descending page sequence (i.e. 900 is the top page and 1 is the last page). We assume that these are to be scanned as bound?

Books should be scanned in the order in which they appear, from the front of each book to the back.

Boxes - General

- Many files reviewed have both a “Cause” number and a “Case Number” that are different. Do we use the “Cause Number”

In some cases, criminal cases will contain two cause numbers, one following the first criminal case/cause number template referenced below in response to question 3 (five numeric digits in a row), and one following one of the other criminal templates (the ODO scheme). In these cases, both of these numbers should be recorded, which will require an additional indexing field for these cases with which to contain the additional case/cause number. The five digit figure should be entered in the additional indexing field, to be labeled “PA Control.” The ODO figure should be entered in the existing indexing field for the cause number.

- If the file shows two numbers as listed above but does not show a description for “Cause” or case” how are we to differentiate.

The terms “case number” and “cause number” are one and the same and interchangeable for the purposes of this project. With respect to indexing requirements, these can be differentiated using the criteria described in response to question 1 above.

- We have noted varying formats for the cause number with in the document; **88-2716 versus 88-02716.** Which is to be utilized?

Civil files should use one of the following formats for the case/cause number:

##-###, ##-#####, #####-###, #####-#####

where # indicates a numeric figure and the separation point in the middle can be any one of the following: - (a dash), or the letters CM, AG, TX, BF, or JD, depending on what is present on the file folder and/or associated paperwork.

Criminal files should use one of the following formats for the case/cause number:

#####, ##OD0###, ##OD0####, #####OD0###, #####OD0####

where # indicates a numeric figure and the separation point in the middle (where applicable) is a zero, the letter D, followed by the letter zero. In some cases, criminal cases will contain two cause numbers, as described above in the response to question 1. In these cases, both of these numbers should be recorded, which will require an additional indexing field for these cases with which to contain the additional case/cause number.

Any leading zeros present after the separation point in the middle on file folders for both civil and criminal cases that cause the case/cause number on the folder or associated paperwork to not fall into one of the above categories can be disregarded. In the above example, therefore, the solution would be to use 88-2716 as the cause number for that case.

EXHIBIT B – PROJECT REQUIREMENTS AND SPECIFICATIONS

8. Some folders have documents attached (via fasteners) on the left and right sections, which section is to be scanned first?

The documents attached unconventionally to the file folder (via fasteners of some sort to either the right or left portion of the folder) should be scanned first, followed by the documents contained within the double pronged section of the folder.

9. Many folders contain “loose” pages along with those that are fastened. In what order are these to be scanned (i.e. after or before the fastened pages?).

Whenever possible, an attempt should be made to scan these documents in the order in which they appear within the folder. However, if this is not possible, the documents should be scanned in the following order: documents fastened unconventionally to one of the sides of the folder, loose documents, then documents contained within the double-pronged section of the folder.

10. Many folders contain information written on the folders. Are the folders to be scanned?

If information is contained within the inside cover(s) of the folder, this information should be scanned. Any information contained on the outside covers of the folder does not need to be scanned.

11. Do fastened pages have to “re-fastened” to the folder after scanning?

No, it is not necessary for fastened pages to be re-fastened to the folder so long as all associated documents are placed back into the folder in the same order in which they arrived.

12. If pages with in a folder are stapled can they be placed back in the folder without re-stapling?

Yes.

13. If an envelope is in the file is it to be scanned?

Yes.

14. If an envelope is present and information (pages) are thought to be in the envelope are they to be opened and scanned?

Yes.

15. If “post it” notes are affixed to a page are these to be placed on a blank page and scanned as separate pages?

Yes.

16. Some files contain bound “pamphlets” are these to be unbound and scanned?

Yes.

17. If the pamphlets in question 12 are to be scanned can they be placed back in the file without rebinding?

Yes.

18. Some cases contain “multiple volumes” segregated by different folders. Are these multiple volumes to be scanned and indexed as one cause number file?

EXHIBIT B – PROJECT REQUIREMENTS AND SPECIFICATIONS

Yes. However, it is important to note that there are criminal files present in which multiple defendants were assigned the same case/cause numbers, but were given separate file folders (one for each defendant). In these cases, these are not multiple volumes of the same case, but actual separate cases that should be indexed and scanned separately as well.

19. Several files were found to be bound by a rubber band with no folder. Are these to be scanned as separate cause numbers (assume we can locate a cause number)

If a case/cause numbers can be located, these documents should be scanned along with the rest of the file for that case.

Boxes – Indexing / Formats / Output

20. Instructions ask for the names to be index fields (both party names and Attorneys). Can you clarify how the names are to be indexed? Example:

- a) Last name, First Name, Middle
- b) Last Name First name Middle (no commas)
- c) First name Middle name Last name (no commas)
- d) Separate fields for First, Last, Middle etc.

Separate fields for First, Last, Middle, etc No standard names to be places in last name.

21. In the case of a Civil file where two parties are present and possibly two attorneys) Please clarify how the county would like to receive this index information in relation to the actual image. Example:

- e) Comma delimited text file 1 with cause number, name 1, attorney 1 and a path to the image Comma delimited text file 2 with cause number, name 2, attorney 2 and a path to the image.
- f) Comma delimited text file with all parties involved in quotes:

“cause number”, “name 1, name 2, name 3”, “attorney 1, attorney 2” and a path to the image.

A: Prefer Tab delimited Cause#, Rec Type, Last, First, Path, Page Count

Rec Type

A= Attornet

B= Plaintiff

C= Defendant

We have produced and delivered many different text file formats for our clients depending on their imaging systems and import parameters. In most cases we would handle this as multiple indices pointing to the same image and produce a corresponding text file as such.

Prefer tab

22. Are the output images (multi page tif) to be named in any special sequence number order (i.e. cause number) or can they be named in a generic way and identified in the import text file?

Unique Sequence Number

23. In the case of the criminal files are we to include the “State of Texas” as an associated name? (i.e. State of Texas versus John Smith”)

No, it is not necessary to include the State of Texas as a party to a criminal case. However, this rule does not hold true for civil cases; thus, if a civil case is found to contain the State of Texas as a party, it should be indexed appropriately.

EXHIBIT B – PROJECT REQUIREMENTS AND SPECIFICATIONS

24. The instructions of both the books and boxes call for a “single scanned image file ” for all pages in the file (a multi page tif file), however under “quality” the file type is shown as “Single page TIF.” Can you clarify?

Single Page Tiff's In page order with sequencing i.e. File has five pages Tif group 4

Seq# Page

123 1

123 2

123 3

123 4

1234 5

Other Questions

25. Although the outline calls for 200 DPI, we would recommend and will scan at 300DPI if approved.

We need 300 DPI

26. Can we imprint a small” watermark” on each page (i.e. in top right hand corner) to utilize as a quality control check to ensure all pages are scanned?

Yes.

27. What format of index data files does IT need, i.e. pipe delimited, comma delimited?

TAB Delimited

28. Does the county have the data extract from your Case Management system for any of the files for the sample and going forward? (We understand that the older files are not in your system but we do not know the start date that files were in the database and if you were already scanning from that date forward.)

There is no electronic data for any of the documents associated with this project. We are back scanning from 1999 and back. County will scan into our CMS 2000 forward.

29. We are planning to pick up the files on Monday, January 26th, would I be able to visit with someone to go over the indexing schema of each file type for the basic training of the Defendant Names and Attorney Names/

Yes, please contact David Kantola with the District Clerk's Office at (915) 546-2021 ext. 3772 for additional information concerning this if needed and to schedule meetings/conference calls regarding this if necessary.

30. Requirements Indexing / Books – Please clarify – each book with be indexed with the title of the book, all pages of the book will be associated to that index as one document.

Yes, each book should be indexed with the title of the book as the only data entry field/indexing field and a single scanned image comprised of all pages of the book associated with the above record.

31. CASO would like to add an additional field if possible. We typically add a box number field at no charge. This is for the county to perform a QC by box during the 30-day acceptance period for each shipment. This makes it much easier for the county to perform this function.

Appending the box number to the index record is preferred.

EXHIBIT B – PROJECT REQUIREMENTS AND SPECIFICATIONS

32. Do you have an inventory that includes the estimated total number of files, pages, books of all records that would be included in this project?

Yes, this information should have been provided as a part of the "Scope of El Paso County District Clerk Backscanning Initiative" document that was given.

33. Could we complete the scanning of the 100 box "sample" on-site and then index and clean up the images in our lab off-site?

No.

34. Does El Paso County intend to offer any payment or project rebate to cover the costs of producing this rather large sample database?

Please refer to the response to question 37 below.

35. Is there any existing case management database that these pre 2000 files could be attached to by case, or cause, number. In other words if the images could be attached via a unique number to the existing case management system database the County could save the costs of indexing all plaintiffs, defendants, attys.

Indexing will be done on these cases from the ground up, without utilizing any existing database.

36. Obviously the total costs of the project will depend on the complete project scope and total records inventory. In 2004 this project was considered by the District Clerk's office and the total estimated project costs was around \$2 million. Do you predict the same size scope of work this time and is funding for this project identified?

The current District Clerk Back Scanning Project is considerably different than the one considered in 2004, and as such should be treated as two completely separate entities.

37. Would you please advice as to how and if the non-awarded vendors will be paid?

*Non-awarded vendors should bill us and we will pay them. Remit to:
EL PASO COUNTY PURCHASING
ATTN: JOSE LOPEZ
800 E. OVERLAND, ROOM 300
EL PASO, TEXAS 79901*

***El Paso County Purchasing Department
800 E. Overland, Room 300***

**El Paso, Texas 79901
(915) 546-2048
Fax: (915) 546-8180**

EXHIBIT B – PROJECT REQUIREMENTS AND SPECIFICATIONS

Addendum 3

To: To All Vendors Concerned
From: Jose Lopez Jr., Assistant Purchasing Agent
Date: February 24, 2009
Subject: District Clerk Back Scanning Initiative

Please make the following modifications to the scope and Addendum 2

7. We have noted varying formats for the cause number with in the document; 88-2716 **versus** 88-02716. Which is to be utilized?

Civil files should use one of the following formats for the case/cause number:

##-###, ##-####, ####-###, ####-####

where # indicates a numeric figure and the separation point in the middle can be any one of the following: - (a dash), or the letters CM, AG, TX, BF, or JD, depending on what is present on the file folder and/or associated paperwork.

Criminal files should use one of the following formats for the case/cause number:

#####, ##0D0###, ##0D0####, ####0D0###, ####0D0####

where # indicates a numeric figure and the separation point in the middle (where applicable) is a zero, the letter D, followed by the letter zero. In some cases, criminal cases will contain two cause numbers, as described above in the response to question 1. In these cases, both of these numbers should be recorded, which will require an additional indexing field for these cases with which to contain the additional case/cause number.

Any leading zeros present after the separation point in the middle on file folders for both civil and criminal cases that cause the case/cause number on the folder or associated paperwork to not fall into one of the above categories can be disregarded. In the above example, therefore, the solution would be to use 88-2716 as the cause number for that case.

21. In the case of a Civil file where two parties are present and possibly two attorneys) Please clarify how the county would like to receive this index information in relation to the actual image. Example:
- Comma delimited text file 1 with cause number, name 1, attorney 1 and a path to the image Comma delimited text file 2 with cause number, name 2, attorney 2 and a path to the image.
 - Comma delimited text file with all parties involved in quotes:

“cause number”, “name 1, name 2, name 3”, “attorney 1, attorney 2” and a path to the image.

A: Prefer Tab delimited Cause#, Rec Type, Name, Path, Page Count, Rec Type

A= Attornet

B= Plaintiff

C= Defendant

We have produced and delivered many different text file formats for our clients depending on their imaging systems and import parameters. In most cases we would handle this as multiple indices pointing to the same image and produce a corresponding text file as such.

Prefer tab

EXHIBIT C – MINUTE/DOCKET BOOK DETAIL PRICING

ACS Government Records Services

DISTRICT CLERK BACK-SCANNING STATS

DOCKET BOOKS

April 13, 2009

Type	Description	Number of Books	Average Number Pages	Total Pages	Page Size	Unit Price Per Page	Per Page Total Price	Unit Price Per Book	Per Book Total Price
File Docket Books	Red Binder	98	728	71,344	14" x 11"	\$ 0.150	\$ 10,701.60	\$ 109.20	\$ 10,701.60
Court Execution Docket Books	Greenish/No Binder	24	232	5,568	13" x 16"	\$ 0.150	\$ 835.20	\$ 34.80	\$ 835.20
Criminal Docket Books	Large/Medium/Corner	16	475	7,600	14" x 8.5"	\$ 0.056	\$ 425.60	\$ 26.60	\$ 425.60
Criminal Docket Books	Large/Corner	12	798	9,576	11.5" x 13.75"	\$ 0.150	\$ 1,436.40	\$ 119.70	\$ 1,436.40
District Court Minutes Books	Large White Minutes	374	640	239,360	11" x 18"	\$ 0.150	\$ 35,904.00	\$ 96.00	\$ 35,904.00
File, Fee, & Receipt Docket Books	Large Blue Dockets	342	863	295,146	14" x 11"	\$ 0.150	\$ 44,271.90	\$ 129.45	\$ 44,271.90
Court Docket Books (Contain Actual Filings)	Small Brown	1,137	571	649,227	8.5" x 11"	\$ 0.056	\$ 36,356.71	\$ 31.98	\$ 36,356.71
Court Docket Books (Contain Actual Filings)	Small Blue	662	671	444,202	8.5" x 14"	\$ 0.056	\$ 24,875.31	\$ 37.58	\$ 24,875.31
Total		2,665		1,722,023			\$154,806.72		\$154,806.72

All books contain double-sided pages