

AMCAD SYSTEM/SERVICES CONTRACT

This is a contract between the El Paso County, Texas, a political subdivision of the State of Texas, hereinafter referred to as "CUSTOMER", and AMERICAN CADASTRE, LLC (dba "AMCAD"), a private company, headquartered in Herndon, Virginia and authorized to do business in the State of Texas, hereinafter referred to as "CONTRACTOR", for the provision of conversion services. The effective date of this contract shall be December 12, 2011.

WHEREAS, CONTRACTOR has proposed the services specified in the Pricing Proposal, Exhibit A, which shall be a fixed price based on the estimated quantities listed in Exhibit A for One Million One Hundred Seventy Five Thousand Forty Five and 33/100 Dollars (\$ 1,175,045.33).

NOW, THEREFORE, the parties hereto do mutually agree to the following provisions:

1. STATEMENT AND SCHEDULE OF WORK (SSOW)

See Exhibit B, SSOW.

Furthermore, if CUSTOMER decides that additional services or equipment are needed to provide for the requirements, these services may be priced and amended to this contract.

2. COMPENSATION AND PAYMENT TERMS

- a. Compensation: CUSTOMER agrees to pay CONTRACTOR the amounts properly invoiced for the services priced in the Pricing Proposal, Exhibit A which shall be a fixed price based on the estimated quantities listed in Exhibit A for One Million One Hundred Seventy Five Thousand Forty Five and 33/100 Dollars (\$ 1,175,045.33), for its performance of the Work in accordance with the terms of this Contract.
- b. Payment Terms. The Parties shall agree on a standard billing format for the CONTRACTOR to invoice CUSTOMER for work performed and accepted. Customer shall be invoiced on a monthly basis for the portion of the work successfully completed during the preceding monthly period. Invoices from CONTRACTOR shall be accompanied and/or preceded by an invoice verification email to be acknowledged and returned to CONTRACTOR by CUSTOMER upon receipt verifying that the information on the invoice is accurate and that the milestones indicated on the invoice have been met. Upon receipt of such an invoice (hand delivery, electronic or email delivery or delivery by US Postal or Federal Express or UPS are all acceptable means of delivery of an invoice) or any other invoice submitted as a result of acceptance of work regarding an approved contract add-on,

CUSTOMER shall make payment within thirty (30) days of receipt of a valid invoice by CONTRACTOR to CUSTOMER sent in triplicate to the attention of the Contract Administrator. Payment not received within thirty (30) days of receipt of such valid invoices may constitute an act of DEFAULT by CUSTOMER and will have interest charged at the applicable interest rate under the Texas Prompt Pay Act, pursuant to Texas Government Code Chapter 2251.

Further failure to make payment may then be considered an act of Default as further described in Paragraph 18 of this Contract.

3. PERFORMANCE PERIOD

Services will be provided based on the performance period and schedule detailed in Exhibit B, SSOW.

4. WARRANTY

CONTRACTOR offers a one hundred and eighty day (180) warranty of post conversion support that begins upon completion of the entire conversion project. Post support means that we will correct any errors up to a 99% accuracy rate in the conversion for one hundred and eighty days (180) provided the errors are a result of CONTRACTOR's work. However, if the errors are a result of CUSTOMER, CONTRACTOR will submit pricing to assist in the correction of the errors.

5. FORCE MAJEURE

- a. Except for defaults of subcontractors, neither party shall be responsible for delays or failures in performance resulting from acts beyond the control of the offending party.
- b. Such acts shall include but shall not be limited to acts of God, fire, flood, earthquake, hurricane and other natural disasters, nuclear accident, strike, lockout, riot, freight embargo, public regulated utility, or governmental statutes or regulations superimposed after the fact.
- c. If a delay or failure in performance by the CONTRACTOR arises out of a default of its subcontractor, and if such default arises out of causes beyond the control of both the CONTRACTOR and subcontractor, and without the fault or negligence of either of them, the CONTRACTOR shall not be liable for damages of such delay or failure, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the CONTRACTOR to meet the required performance schedule.

6. HOLD HARMLESS

- a. Except for defaults of subcontractors, neither party shall be responsible for delays or failures in performance resulting from acts beyond the control of the offending party.
- b. The CONTRACTOR will indemnify, defend and hold harmless the CUSTOMER from liability for loss, damage, or injury to persons or property arising from or related to the performance of this Contract, which result from acts, omissions, or negligence of the CONTRACTOR, its officers, agents or employees.
- c. CUSTOMER's remedies against CONTRACTOR shall be limited to replacement or repair of any defective Products or Services, or, at the discretion of CONTRACTOR, a refund of all sums paid by CUSTOMER to CONTRACTOR for the defective Products or services and for any other goods or services rendered substantially worthless because of the defective Products and Services.

7. INSURANCE PROVISIONS

- a. CONTRACTOR, at its sole cost and expense, will obtain and maintain in full force during the term of this contract the following types of insurance:
 - i. General Liability "occurrence" coverage in the minimum amount of \$1,000,000 combined single limit (CSL) bodily injury & property damage each occurrence and \$2,000,000 aggregate, including personal injury, broad form property damage, products/completed operations, contractual liability and \$100,000 fire legal liability.
 - ii. Commercial Automobile Liability coverage in the minimum amount of \$1,000,000 CSL bodily injury & property damage, including owned, non-owned, and hired automobiles. Also to include Uninsured/Underinsured Motorists coverage in the minimum amount of \$100,000 when there are owned vehicles.
 - iii. Workers' Compensation coverage, in full compliance with Virginia statutory, for all employees of CONTRACTOR and Employer's Liability in the minimum amount of \$1,000,000.
- b. All insurance required will be primary coverage as respects CUSTOMER and any insurance or self-insurance maintained by CUSTOMER will be excess of CONTRACTOR'S insurance coverage.

- c. The CUSTOMER of, Its Boards, Agencies, Departments, Offices, Employees, Agents, and Volunteers are to be named as Additional Insured as respects work done by CONTRACTOR under the terms of this contract on all policies required (except Workers' Compensation).
- d. Policies will not be canceled, non-renewed or reduced in scope of coverage until after forty-five (45) days written notice has been given to the CUSTOMER.
- e. CONTRACTOR agrees to provide CUSTOMER with the following insurance documents within forty-five (45) days after the effective date of this contract:
 - i. Certificates of Insurance for all required coverage
 - ii. Additional Insured endorsements
 - iii. 45 Days' Notice Cancellation Clause endorsement
- f. CONTRACTOR shall furnish to the CUSTOMER separate certificates and endorsements for each subcontractor.

8. TAXES

CUSTOMER shall not be liable for any taxes as it is a tax exempt Political Subdivision of the State of Texas and its' Tax Identification Number is 746000762.

9. INDEPENDENT CONTRACTOR

This contract is for the professional services of CONTRACTOR and is assignable by CONTRACTOR in accordance with Paragraph 28 hereunder. In performing these professional services, CONTRACTOR is an independent CONTRACTOR and is not acting as an agent or employee of the CUSTOMER.

10. CONTRACT MONITORING

The CUSTOMER shall have the right to review the work being performed by the CONTRACTOR under this contract at any time during CUSTOMER 's usual working hours. Review, checking, approval or other action by the CUSTOMER shall not relieve CONTRACTOR of CONTRACTOR's responsibility for the accuracy and completeness of the work performed under this contract. This contract shall be administered by the CUSTOMER Contract Administrator or

his/her authorized representative.

11. EQUAL OPPORTUNITY

CONTRACTOR will not discriminate against any employee, or against any applicant for such employment because of age, race, color, religion, physical handicap, ancestry, gender or national origin. This provision shall include, but not be limited to, the following: employment, promotion, demotion, or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

12. INVESTIGATION AND RESEARCH

CONTRACTOR by investigation and research has acquired reasonable knowledge of all conditions affecting the work to be done and labor and material needed, and the execution of this contract is to be based upon such investigation and research, and not upon any representation made by the CUSTOMER or any of its officers, agents or employees, except as provided herein.

13. TERMINATION

- a. Upon termination or other expiration of this contract, each party will assist the other party in the orderly termination of the contract and the transfer of all assets, tangible and intangible, as may facilitate the orderly, non-disrupted business continuation of each party. Prior to the expiration of this contract, this contract may be terminated for the convenience of both parties by mutual consent.
- b. The CUSTOMER may terminate this contract under the provisions of paragraph 17, "Rights and Remedies of CUSTOMER for Default", and the CONTRACTOR may terminate this contract under the provisions of paragraph 18, "Rights and Remedies of CONTRACTOR for Default". Terminating for other than cause under this Contract shall require sixty (60) days notice by either party.

14. EXPIRATION

Provided this Contract has not been terminated for any other cause provided for in this Contract it shall expire one (1) year from date of execution of this contract, and may be extended by written agreement of the parties. (CONTRACTOR shall be required to provide the post-acceptance warranty provided for in Paragraph 4 of this Contract).

15. ADDENDA

CUSTOMER may from time to time require changes in the scope of the services required hereunder. Such changes, including any increase or decrease in the

amount of CONTRACTOR's compensation which are mutually agreed upon by and between CUSTOMER and CONTRACTOR, shall be effective when incorporated in written amendments to this contract.

16. CONFIDENTIALITY

CUSTOMER is a Governmental Entity subject to the Texas Public Information Act of Chapter 552, Texas Government Code.

- a. CONTRACTOR shall insure that such confidential information as required by Texas state law be kept confidential by CONTRACTOR's employees and/or independent subcontractors.

17. RIGHTS AND REMEDIES OF CUSTOMER FOR DEFAULT

In the event of a default by the CONTRACTOR under this Contract, CONTRACTOR shall have sixty (60) days, from notice thereof by CUSTOMER, to cure the default prior to terminating this Contract.

18. RIGHTS AND REMEDIES OF CONTRACTOR FOR DEFAULT

In the event of a default by the CUSTOMER under this Contract, CUSTOMER shall have sixty (60) days, from notice thereof by CONTRACTOR, to cure the default prior to the CONTRACTOR terminating this Contract.

19. ORDER OF PRECEDENCE

- a. In the event of any inconsistency or conflict between the exhibits, specifications or provisions that constitute this contract, the following order of precedence shall apply:
 - i. CONTRACTOR's System/Services Contract
 - ii. CONTRACTOR's Pricing Proposal
 - iii. CUSTOMER's and CONTRACTOR's Final Statement of Work (SOW) Document
- b. First priority shall be given to the provisions of the contract and it shall prevail over any subsidiary documents referenced therein.

20. ASSUMPTIONS

See Exhibit A, Pricing Proposal.

21. NOTICES

All notices required under this agreement shall be made in writing and addressed or delivered as follows:

TO CUSTOMER -

El Paso County TX County Clerk's Office
500 E. San Antonio
Suite 105
El Paso, Texas 79901
ATTN: Delia Briones

TO CONTRACTOR-

American Cadastre, LLC
220 Spring Street, Ste 150
Herndon, VA 20170
ATTN: Michael B. Battaglia, SVP of Corporate Contracts

Either party may, by written notice to the other, change its own mailing address.

22. GOVERNING LAW

The validity of this contract and any of its terms or provisions, as well as the rights and duties of the parties under this contract, will be construed pursuant to and in accordance with the laws of TEXAS.

23. SEVERABILITY OF CONTRACT

If any term of this contract is held by a court of competent jurisdiction to be void or unenforceable, the remainder of the contract terms will remain in full force and effect and will not be affected.

24. CUMULATIVE REMEDIES

The exercise or failure to exercise of legal rights and associated with any act of default or breach hereunder by either part to this contract will not constitute a waiver or forfeiture of any other rights and remedies, and will be without prejudice to the enforcement of any other right or remedy available by law or authorized by

this contract.

25. COMPLIANCE WITH LAWS

OMITTED

26. MISCELLANEOUS

This contract supersedes all previous agreements, understandings and representations of any nature whatsoever, whether oral or written, and constitutes the entire understanding between the parties hereto. In the event of a conflict between this contract and the CUSTOMER "Statement of Work" the provisions of this contract shall prevail.

27. DISPUTE RESOLUTION

Should a dispute arise between CUSTOMER and the CONTRACTOR as to the responsibilities, limitations, or working relations of either organization, every reasonable effort will be made to resolve the difference by the designated project personnel and under the terms and conditions of this contract. If the dispute remains open despite these efforts, the terms of the contract shall prevail, and any further disputes will be referred to CUSTOMER Work Contract/Project Manager and CONTRACTOR Work Contract/Project Manager respectively. Both parties will take necessary action to reach a mutually acceptable agreement which shall be finally approved by both parties

28. ASSIGNMENT

No rights or interest in this Contract may be assigned by CONTRACTOR without prior written notice being provided by CONTRACTOR to CUSTOMER and CUSTOMER's written approval within the sole discretion of the Customer. In the event of an assignment, the CONTRACTOR shall not be relieved of its obligations under the Contract unless agreed to by CUSTOMER, at its sole discretion.

29. COOPERATIVE PURCHASING

For the purpose of increasing efficiency and /or reducing administrative expenses, CUSTOMER may join and participate in cooperative procurement agreements with one or more other public bodies or agencies of the State of Texas.

CUSTOMER may provide goods or services to another governmental body through the use of this contract when it is determined by CUSTOMER that such use is in the best interest of CUSTOMER.

30. RECRUITING

The Parties shall not, without the consent of the other party, entice, encourage, offer special inducements, or otherwise recruit employees of the other party during the period of this Contract and for a period of one (1) year thereafter. This clause is not intended to restrict any individual's right of employment but rather is intended to preserve the relationship intended under this Contract and to prevent the parties from actively recruiting the employees of the other party.

This Contract consists of Paragraphs 1 through 30 including Exhibit A & B, the attached terms and conditions and constitutes the entire agreement between the parties for the subject matter hereof and supersedes all prior arrangements, agreements, representations and undertakings written or oral. This Contract may not be changed or modified except by a written instrument duly executed by each of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this contract.

AMERICAN CADASTRE, LLC
COUNTY OF EL PASO, TEXAS

Signature

Signature

Printed Name

Printed Name

County Judge
Title

Title

Date

Date

Project Assumptions:

Records Capture

Bitonal Bound Book Conversion

- There will be approximately 2,000 images from 743 books to scan from containing vital records that are also on film
- Approximately 1,200 images will be processed from books on black and white settings
- Books will remain bound for the entire project
- 40% or less of all books will be of extremely poor quality with extreme fading, dirt, or water damage and will require grayscale scanning
- All pages will measure less than 11" x 17" and all books will have approximately 600 pages
- Pages will be in very poor condition with tears, water damage, fading, readability issues and other problems that come with aged records
- Books will remain bound for scanning on book scanners at 300DPI bitonal simplex
- If the books to be scanned are index books, then the indexing requirements of these books will be discussed and determined by AMCAD and the County upon contract award
- The majority of pages will contain two (2) to three (3) images
- Pages will contain information on one side of each page
- All images will be manually clipped, removing all borders
- Standard image enhancement on each image
- 100% QA review ensuring all images have been captured

Grayscale Bound Book Conversion

- Approximately 40% of all images from books will be processed on grayscale settings
- Books will remain bound for the entire project
- All pages will measure less than 11" x 17" and all books will have approximately 600 pages
- Pages will be in extremely poor condition with tears, water damage, fading, readability issues and other problems that come with aged records
- Books will remain bound for scanning on book scanners at 300DPI grayscale simplex
- If the books to be scanned are index books, then the indexing requirements of these books will be discussed and determined by AMCAD and the County upon contract award
- The majority of pages will contain two (2) to three (3) images
- Pages will contain information on one side of each page
- Standard image enhancement on each image
- 100% QA review ensuring all images have been captured

Project Assumptions:

Records Capture

Bitonal Microfilm Conversion

- Approximately 3,413,500 of the total 1,485 rolls/books with 2,300 images per roll will be captured from 16mm microfilm
- Approximately 60% of all images from microfilm will be processed on black and white settings
- Each record (document) will contain 1.1 images on average, which comes to an estimated 1,861,910 documents for bitonal capture
- Document types include Birth, Marriage and Death records dating from the 1800s.
- Assume 30% of records will be handwritten and 70% will contain all typewritten values
- Scan at 300DPI bitonal simplex
- Standard image enhancement on each image
- 100% QA review ensuring all images have been captured

Grayscale Microfilm Conversion

- Approximately 40% of all images from film will be processed on grayscale settings
- Each record (document) will contain 1.1 images on average, which comes to an estimated 1,241,273 documents for grayscale capture
- Document types include Birth, Marriage and Death records dating from the 1800s.
- Assume 30% of records will be handwritten and 70% will contain all typewritten values
- Scan at 300DPI grayscale simplex
- Standard image enhancement on each image
- 100% QA review ensuring all images have been captured

Manual Cropping

- Approximately 5% of total images captured from film (170,675) will require more than automatic enhancement and cropping
- All images captured from books (2,000) will require more than automatic enhancement and cropping
- These pages will have been filmed/copied with more than one (1) image per frame/page
- These images will be manually clipped by technicians without any loss of information

Project Assumptions:

Vital Records Typewritten and Handwritten Indexing

- Index approximately 862,186 images of Marriage Records by twelve (12) fields to include: License Number, Date Married, Reel, Frame, Book, Page, Groom's Last, First and Middle Names and Bride's Last, First and Middle Names
 - Index approximately 1,112,296 images from Death Records by eight (8) fields to include: Registrar Number, Date of Death, Reel, Frame, SSN, Last Name, First Name and Middle Name
 - Index Death Amendments by only amended information
 - Index approximately 1,094,973 images from Birth Records by ten (10) fields to include: Registrar Number, Date of Birth, Reel, Frame, Child's Last, First and Middle Names, and Mother's Last, First and Middle Names
 - Index Birth Amendments by only the amended information
 - Due to the subjective nature of interpreting poor quality handwriting from such media, some fields will not be able to be indexed. Where legibility is an issue the field can be left blank
 - Certificates and amendments will be kept as separate images
 - All information needed for keying will appear on each amendment
 - Assume amendments make up one percent (1%) or less of all images
 - Manual human indexing will yield at least ninety-nine percent (99%) keying accuracy
 - Estimated average of 1.1 images per document
 - Output multi-page TIFF on hard drive
- * After reviewing original source media and determining that it does not fall under these assumptions or processes herein are changed, quoted AMCAD pricing may be evaluated and modified.
- * All pricing is valid for thirty (30) days from date of issue.
- * Per-unit charges are based on the estimated quantities noted above.
- * Prices may need to be re-evaluated in the event of a 2% or more change in total quantities.
- * Due to the subjective nature of interpreting poor quality handwriting from such media, some fields will not be able to be indexed. Where legibility is an issue the field can be left blank.

Project Assumptions:

Film Transportation

- Ship total of 1,485 16mm microfilm rolls from zip 79901 to 61201 and back
- 96 rolls fit in one banker box weighing 25lb each
- Total of 16 boxes and 400lb
- Ship using FedEx Ground

Book Transportation

- Ship total of 4 books from zip 79901 to 61201 and back
- 4 15-pound books fit in one banker box weighing 60lb each
- Ship using FedEx Ground

General Assumptions

- This contract is a fixed price contract for \$1,175,045.33 based on the estimated quantities listed in Exhibit A.
- Individual unit prices listed above include all services including project management, IT, project set up, workflow configuration, and temporary storage
- Any volumes above the estimated volumes listed in the beginning of this Exhibit will be billed at the unit prices listed above after receiving written approval from the Customer
- All work will be performed at AMCAD's facility in Rock Island IL.

EXHIBIT B

Statement and Schedule of Work

Statement and Schedule of work will be completed in conjunction with County staff during an on-site visit after the contract has been finalized. All schedules listed in this Statement and Schedule of Work shall be completed one (1) year from the execution of this contract unless extended by written agreement of the parties.

Patricia Pietzyk

From: Delia Briones
Sent: Friday, December 02, 2011 3:33 PM
To: Patricia Pietzyk
Subject: FW: KK-11-508-Contract Review Form-Vital Records Conversion-AMCAD
Attachments: k11508-AMCAD Vital Records Conversion.docx

FYI



Delia Briones
El Paso County Clerk
dbriones@epcounty.com
(915) 546-2071
(915) 546-2012 fax

From: Art Provenghi
Sent: Friday, December 02, 2011 2:18 PM
To: Delia Briones; Carol Sagaribay
Cc: Joe Lopez; Luke A. Gilpin; Alicia Vera; Josefina Vasquez; Art Provenghi
Subject: KK-11-508-Contract Review Form-Vital Records Conversion-AMCAD

EL PASO COUNTY LEGAL REVIEW FORM

KK-11-508

Contract Description: County Clerk-Vital Records Conversion Contract-AMERICAN CADASTRE, LLC (dba "AMCAD")

COUNTY ATTORNEY ACTION**

****Requested Amendments/Clarifications:** Please list any questions or comments you have regarding the terms of the contract, as well as any specific provisions to which you object, or which you want to have changed.

Approved as to Form as Submitted
 Approved as to Form with Amendments/Modifications/Reservations Noted Below*
 Not Approved

*1)

This document has been given legal review by the El Paso County Attorney's Office on behalf of the County of El Paso, its officers, and employees. Said legal review should not be relied upon by any person or entity other than the County of El Paso, its officers, and employees.

Art Provenghi
Assistant County Attorney
Date: December 2, 2011

Art Provenghi
Assistant County Attorney
El Paso County Attorney's Office
(915) 546-2081/Ext. 4118

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