

CONTRACT FOR SERVICES BY INDEPENDENT CONTRACTOR

THIS CONTRACT, made and entered into this 5th day of December, 2000, by and between Fort Bend County, (hereinafter referred to as the "County"), located at 301 Jackson Street, Richmond Texas 77469-3108, as principal, and P.F.A., Inc., (hereinafter referred to as "PFA"), a California Corporation, located at 9980 Glenoaks Boulevard, Suite F, Sun Valley, California 91352, as independent contractor.

WITNESSETH:

WHEREAS, the County is a body corporate and politic and is acting herein by and through its Purchasing Agent, who has full right and authority to bind the County herein, according to V.T.C.A. Local Government Code 262.01(d);

WHEREAS, PFA is a California corporation authorized to conduct business in the State of Texas;

WHEREAS, the County needs to have approximately 1300 books containing an average of 900 pages per book of Fort Bend County Texas recorded documents from the years 1850 - 1998 ("the Entire Collection") scanned and indexed by means of necessary document conversion services and recorded onto CD-Recordable ("CD-R") for importation into the County's electronic document management system ("the Project");

WHEREAS, the specifications and services to be performed on the Project are as set forth in the attached Exhibit "A", identified as the PFA Proposal to the Fort Bend County RFP#00-054, and attached Exhibit "B", identified as the Amendment to PFA's Proposal, and as modified herein;

WHEREAS, the County intends to retain PFA to scan and index the Entire Collection for use in the electronic imaging system supplied by Hart Intercivic and to complete the Project;

WHEREAS, PFA intends to retain a third party, HDEP International ("HDEP"), to perform the data entry and indexing services;

WHEREAS, PFA and HDEP have the demonstrated ability and capacity to provide the necessary image conversion and indexing services;

WHEREAS, the County intends to retain and pay PFA for the scanning and indexing services necessary to complete the Project;

NOW, THEREFORE, the County and PFA do hereby mutually promise, covenant and agree as follows:

1. Independent Contractor. The County hereby retains PFA as an independent contractor to perform the services determined in PFA's sole discretion as necessary to be performed to complete the Project. PFA shall have the sole discretion to determine the method, manner and location of the performance of its services under this contract.

2. Performance by the County. The County will, at its cost, provide and deliver to PFA on a mutually agreeable schedule the Entire Collection for PFA to scan and index. The County will provide and deliver to PFA the best quality documents possible for the Project. The County warrants that the information contained in the documents is the information the County requires to be scanned and indexed in the Project. The County will be responsible for and shall make all payments to PFA, including compensation for PFA's and HDEP's services and reimbursement to PFA for all expenses incurred, including shipments and deliveries.

3. Services by PFA. Pursuant to this contract, PFA will provide to the County the following services:

A. PFA will perform the conversion services of scanning the recorded documents from the years 1850 - 1988 of the Entire Collection in accordance with the specifications in attached Exhibits "A" and "B", which set forth all services to be referred to as the scanning procedure, except as amended and/or modified herein (the "Scanning Procedure").

B. PFA through its subcontractor HDEP, will perform data entry services to create an index to the scanned images in accordance with the specifications in attached Exhibits "A" and "B", which set forth all services to be referred to as the indexing procedure, except as amended and/or modified herein (the "Indexing Procedure").

C. PFA will perform merging and recording services by linking the scanned images to their appropriate indices and recording

both onto CD-R in accordance with the specifications in attached Exhibits "A" and "B", which set forth all services to be referred to as the merging and recording procedure, except as amended and/or modified herein (the "Merging and Recording Procedure"). The completed CD-Rs will be delivered to the County at the County's expense.

4. Conversion Procedure.

A. County delivery to PFA. The County will deliver at its sole cost and expense the books containing the recorded documents of the Entire Collection to PFA's business location at 9980 Glenoaks Boulevard, Suite F, Sun Valley, California 91352.

B. Scanning and Indexing. Within a reasonable time of its receipt, PFA will scan the pages of the books at a resolution of 200 dots per inch and forward a copy of the images to HDEP's facility for index data entry. Within a reasonable time after PFA's receipt of each batch of index data from HDEP, PFA will complete the conversion process by merging the image data with the index data and record the images and indices on CD-R media and deliver that batch to the County. The County will have twenty (20) days after the receipt of each batch of the scanned and converted images to review same. Except as otherwise provided in Paragraph 11 herein, unless an objection is made in writing to the quality of the scanning, indexing, conversion, deliveries or services rendered within the twenty (20) day period, the County will be deemed to have accepted PFA's services and performance, approved of the images and index data as meeting the agreed-upon quality standards, and PFA will be deemed to have fully performed its duties and obligations under this contract with respect to same.

C. Scanning quality control. The scanner's image enhancement system will be setup based on the content of each book. Following the scanning process, PFA will view ten percent (10%) of the images from each book on a high-resolution monitor to assess digital image quality and to determine that the scanning system was functioning within the prescribed setup parameters. Any manual re-scanning that is required because quality and/or contrast of the information in the books exceeds the automatic enhancement capability of the scanner will be

deemed to be a chargeable event to be paid by the County to PFA. Manual re-scanning or manual reprocessing that is due to improper scanner set-up or function will be performed at no additional charge. The criterion and standard for acceptable image quality will be within PFA's sole discretion. PFA and the County will attempt in good faith to discuss and refine quality issues as they pertain to the entries in the books and electronic images.

D. Rescanning by PFA. PFA, in its sole discretion, may manually re-scan pages that are not properly captured using the appropriate scanning methodology. PFA shall notify the County if manual re-scanning projections will affect the possible completion of the Project as described in this contract. The County, taking this information into consideration, will timely provide PFA with all necessary and reasonable directions to complete the Project to the fullest extent possible. The directions given by the County shall not modify PFA's duties, responsibilities or rights under this contract but may modify the completion date of the Project.

E. Indexing quality control. PFA's subcontractor, HDEP, will key and key verify the entries from the scanned pages in accordance with the instructions and specifications contained in Exhibits "A" and "B" and any amendment and/or modification thereto. For every clearly legible character, this process will produce a guaranteed accuracy rate of 99.95% at the character level.

6. Merging and Recording Procedures.

A. Merging by PFA. Within a reasonable time of receiving batches of keyed data from HDEP, PFA will merge the data from the recorded documents with the scanned images of the recorded documents ("Merged Documents").

B. Recording by PFA. Within a reasonable time of the completion of its Merging Procedure, PFA will record the Merged Documents by transferring the electronic images and index data created onto CD-R in a manner consistent with the Hart Intercivic specifications, and deliver same to the County at the County's expense.

C. Delivery by PFA to the County. PFA will make batch deliveries to the County of completed data on CD-R at 301 Jackson Street, Richmond Texas 77469. The County will have twenty (20) days after the receipt of each batch of the merged and recorded images to review same. Except as otherwise provided in Paragraph 11 herein, unless an objection is made in writing to the quality of the scanning, conversion, merging, recording, deliveries or services rendered within the twenty (20) day period, the County will be deemed to have accepted PFA's services and performance, approved of the images as meeting the agreed-upon quality standards, and PFA will be deemed to have fully performed its duties and obligations under this contract with respect to same.

7. Standard of Care of Handling Materials: PFA will use reasonable care in handling the County's books, documents and other materials in its possession.

8. Image Count: PFA will keep a record of each book received, each page scanned and indexed, and of each merged document delivered.

9. Compensation: The County will pay PFA within thirty (30) days of receipt of a written billing statement, as compensation for PFA's services, the following amounts for the following services:

<u>FUNCTION & PROCEDURE</u>	<u>PRICE</u>
Scanning Procedure	\$0.095/image
Handwritten Indexing Procedure	\$0.324/output record
Typewritten Indexing Procedure	\$0.276/output record
Merging and Recording Procedure	Included

In addition and separate from compensation for services, the County will pay PFA within thirty (30) days of receipt of a written billing statement, all expenses, costs, shipping and freight charges incurred by PFA in the Project.

PFA shall submit a written invoice for payment with each delivery to the County. Said invoice will show an itemized statement of the services performed, expenses incurred, and the amount due PFA. PFA

shall also submit an itemized statement for all services performed to date including, conversion costs, merging costs, recording costs, delivery costs, and the total number of pages scanned and indexed. The County shall issue payment to PFA within thirty (30) days of receipt of said statement. ~~Interest shall accrue daily at the rate of ten percent (10%) per annum on any unpaid and past due sum, amount or payment.~~ The County shall be deemed to have approved of the accuracy of said statement unless a written objection is received by PFA within 10 days.

10. Term of Contract: This contract shall commence on the date first set forth above and shall terminate twelve (12) months after said date, unless extended mutually by the parties or under the terms set forth herein. The contract may be extended for any additional periods by mutual agreement so as to complete the Project.

11. County Acceptance of Services by PFA: Within twenty (20) days of the County's receipt from PFA of any materials (including those generated under the duplication, conversion, merging or recording procedures and billing statements), the County shall review and examine the materials delivered by PFA for clarity, accuracy, content, quality and/or adequacy of services by PFA. The acceptance by the County of any of said materials and of the services of PFA as conforming to the requirements of this contract shall be conclusively presumed and made if the County does not give written notice to PFA objecting to same within such time. The parties may extend this time deadline on any individual materials or services only by mutual written agreement.

12. Risk of Loss: PFA assumes no risk of loss except while said books and documents are in the actual possession and control of PFA. The County assumes all risk of loss, except while said books and documents are in the actual possession and control of PFA.

13. County's Warranty and Representation to PFA: The County expressly warrants and represents that it has the full legal right and authority to enter into and perform this contract in accordance with all its provisions. The County further expressly warrants and represents that it has the full legal right and authority to use, disseminate or publish the materials, records, books and entire collection. PFA shall

not be responsible or liable in any way or manner for any use, dissimulation, publication, inaccuracy, incorrectness or error in the materials, books or for any inaccuracy, incorrectness or error in the scanning, indexing, merging, and recording of data to the CD-R in each case after approval and acceptance by the County.

14. Termination: Each party shall have the right to terminate this contract by giving the other party thirty (30) days written notice. However, PFA shall be paid for all work satisfactorily completed prior to the effective date of any termination.

15. Changes in Scope of Work: The parties hereto, may, by mutual written agreement, change the scope of the services or the amount of compensation set forth in this contract.

16. Non-Confidential Records: The County acknowledges and states that the records, books and Entire Collection identified herein and affected by this Project are public records and not confidential. The County is entirely responsible for the use, dissimulation, publication, and accuracy of any of said records, books and Entire Collection.

17. Assignment or Transfer of Contract: PFA shall not assign or transfer this contract or any interest or obligation herein without the prior consent of the County, which shall not be unreasonably withheld, but may reasonably subcontract services in its sole discretion.

18. Copyright: No reports, documents, microfilm, electronic image or other material produced in whole or part under this contract shall be subject to an application for copyright by or on behalf of PFA.

19. Rights and Remedies: Except as set forth herein, each party retains all rights and remedies provided by law and neither party agrees to waive any rights entitled and/or granted by any statutes of the State of Texas and of the Federal Government. The penalties and remedies provided by contract do not limit common law remedies of tort, contract, or equity, including a suit for damages, injunction, or mandamus.

20. Recorded Documents: PFA acknowledges and agrees that the County has any and all rights, title and interest in the recorded documents, or any portion thereof, wherever resident and in whatever media, and shall remain with the County. PFA acknowledges and agrees

that no right, title or interest in or to County recorded documents is granted under this contract. PFA is only granted a limited right for the sole purpose of performing the services set forth herein and for conversation services and recordation into CD-Recordable format for importation into the County's electronic management system. Any other use of the recorded documents by PFA is strictly prohibited.

21. Liability Insurance: PFA shall, during the entire term of this contract, keep in full force and effect a policy of general liability insurance, with an "Errors and Omissions Endorsement", the limits of which shall not be less than \$1,000,000.00 for each claim aggregate. The policy shall name the County as additional insured, shall contain a clause that the insurer shall not cancel or change the insurance without first giving the County ten (10) days prior written notice. The insurance shall be with a company reasonably acceptable to the County's Risk Management Department and a copy of the policy or insurance certificate shall be delivered to the County on or before the date of this contract.

22. Status: PFA shall, during the entire term of contract, be construed to be an independent contractor, and shall in no event be construed to be an employee of or joint venturer with the County.

23. Time is of the Essence: Time is of the essence in this contract in performance of all services and duties performed hereunder.

24. Attorneys fees and costs: If any action or proceeding at law or in equity is necessary to enforce or interpret the terms of this contract or the performance by any party to this contract, the prevailing party shall be entitled to reasonable attorney fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.

25. Governing Law: This contract shall be construed under and in accordance with the laws of State of Texas. In the event of suit to enforce this contract, venue shall lie in Fort Bend County, Texas.

26. Compliance: Each of the parties shall comply with all applicable laws, ordinances and codes of the State of Texas, all local governments, and any other entities with local jurisdiction.

27. Notices: Any and all notices or communications required or permitted under this contract shall be delivered in person or mailed, certified mail, return receipt requested, as follows:

To County:

County Judge
Fort Bend County
301 Jackson Street, Suite 719
Richmond, Texas 77406
Telephone No. (281) 341-8608

Copy to:

Gilbert Jaolomo, Purchasing Agent
500 Liberty, Suite 103
Richmond, Texas 77469
Telephone No. (281) 341-8640

Copy to:

Dianne Wilson, County Clerk
301 Jackson
Richmond, Texas 77469-3108
Telephone No. (281) 344-3952

To PFA:

P.F.A. Inc.
9980 Glenoaks Blvd., Suite F
Sun Valley, CA 91352-8200
Telephone No. (800) 429-8200
Fax No. (619) 224-1724
Contact: James Harper

28. Arbitration: Any controversy or claim arising out of this contract, or the breach thereof, shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitrator(s) may be entered in any Court having jurisdiction.

29. Force Majeure: If either PFA or the County is prevented from performing its obligations under this contract by an act of God or by any other occurrence that is beyond the control of the parties, then said party shall be excused from any further performance of its obligations and undertakings under this contract.

30. Entire Agreement: This contract contains the entire agreement between the parties concerning rights granted and obligations assumed in this contract. Any oral representations or modifications concerning this contract shall be of no force or effect, except for a subsequent modification in writing signed by the party to be charged.

31. Partial Invalidity: 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 shall remain in full force and effect and shall not be affected.

32. Construction of Captions: The captions of the paragraphs of this contract are for reference only and are not to be construed in any way as a part of this contract.

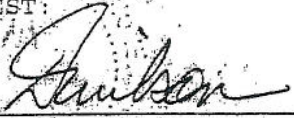
IN WITNESS WHEREOF, the County and PFA have executed this contract on the date first set forth hereinabove.

FORT BEND COUNTY

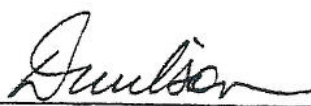
By: 

James C. Adolphus, Judge

ATTEST


Dianne Wilson, County Clerk

FORT BEND COUNTY CLERK

By: 

Diane Wilson

DIANNE

P.F.A., Inc.

By: 

Christian Harper, Secretary

FORT BEND COUNTY
OFFICE OF THE COUNTY CLERK

RFP #00-054

IMAGE/INDEX CONVERSION

Submitted
July 31, 2000

Submitted By:
P.F.A., Inc.
IMAGE CONVERSION SERVICES
9980 Glenoaks Blvd. Suite F
Sun Valley, CA 91352-1024

Contact: James Harper
Phone: 800-429-8200
Fax: 619-224-1721
Email: jim@pfainc.com

EXHIBIT A

TABLE OF CONTENTS

Section		Page
	Scope of Work	01
	Company Background	01
	Proposal	02
1.0	Security	02
2.0	Shipping/Receiving	02
3.0	Book Scanning	02
4.0	Microfilm Scanning	03
5.0	Data Entry	05
6.0	Project Costs	07
7.0	Deliverables	08
8.0	Insurance	08
9.0	References	08

SCOPE OF WORK

The Fort Bend County Clerk's Office (County) is interested in a proposal to convert historical grantee/grantor index data from microfilmed images and bound books to digital images and fielded ASCII text. The County will evaluate the submissions and choose the vendor whose proposal best meets the county's overall needs.

COMPANY BACKGROUND AND SERVICES

P.F.A., Inc. (PFA) is a service company that specializes in image conversion services. We have been in business for over 25 years and our principal focus is reformatting real property records for county government and the title insurance industry. Our office is located in Los Angeles, California and our street address is 9980 Glenoaks Blvd. Suite F, Sun Valley, CA 91352-1024. Correspondence should be directed to Jim Harper, voice: 800-429-8200, fax: 818-504-2011, email: jim@pfainc.com.

Our services are targeted to the needs of county recorders. In 1973, we began by developing a process to convert existing 35mm microfilm to 16mm. This is a service we still offer and, over the years, hundreds of counties across the country have used it to modernize their older microfilm collections.

In 1988, we developed an offshore data entry capability. Our facility is located in Manila, Philippines where they specialize in creating computer databases from official records. Examples of our work include keying grantee/grantor indices for Orange, San Joaquin and San Luis Obispo Counties as well as abstracting title information for title insurance plants.

In 1990, we began scanning microfilm. Our scanning systems are manufactured by SunRise Imaging and are designed for large backfile conversions. All of our scanners are state-of-the-art technology and incorporate sophisticated image processing software that allows us to produce the best image quality possible. San Bernardino County, Kern and Sacramento are some of the California counties that have used our microfilm scanning service.

In 1994, San Luis Obispo County asked if we could enhance the appearance and legibility of photostats on microfilm. To accomplish this, we developed a digital imaging process that scans the original document and subjects the image to sophisticated image processing software which significantly improves the contrast and quality of characters. In addition to San Luis Obispo, Mendocino, Imperial and Shasta County have taken advantage of this service.

Our most recent service allows counties to out-source their microfilming program. Our clients send us copies of their TIFF images on CD-R, tape or via the Internet and we record them directly to silver, 16mm rollfilm. After being inspected for quality and completeness, the film is returned in archival film boxes ready for permanent storage. Los Angeles and San Bernardino are examples of counties that are using this service.

PROPOSAL

Our proposal is based on the information contained in RFP #00-054 and the answers to vendor questions received on July 28, 2000.

PFA proposes to scan the County's books and microfilm in our Sun Valley, CA facility. We will make available to the County the directions and shipping material necessary to send the books and microfilm to our office safely and reliably. At the conclusion of each scanning batch, we will ship copies of the digitized image on CD-R to our offshore data entry facility in Manila to key the index entries. This facility is own and operated by HDEP International and they specialize in keying real property information. Currently they key title information from approximately 25,000 official records each day. As indicated above, PFA and HDEP have had a teaming relationship for over 12 years and they have performed the data entry services for all of our grantee/grantor indexing projects.

1.0 SECURITY

A monitored motion detection system and an automatic fire suppression system protect PFA's Sun Valley facility. In addition, customer own material that is not in process, is stored in a locked, fire-resistant vault (two hour rating).

2.0 SHIPPING/RECEIVING

The County will ship books and rolls of film to our facility in mutually agreeable batches. Each shipment of film sent to PFA should contain a packing slip listing its contents. When a batch of books or film is sent, the County notifies PFA by fax as to the date and method of shipment, the carrier name and the tracking number. Upon arrival at our facility, we will inventory the shipment and compare our information to the County's packing slip. The contents are entered into a log sheet after which we send a fax to the County confirming its arrival, condition and completeness. If the shipment does not arrive as expected, we will contact the County. When we return a completed batch, we will send a fax to the County with the shipping information so you will be aware that a shipment is in transit.

As a safety measure, we do not ship books or microfilm rolls with their corresponding converted data. Source material and data are sent on separate days.

3.0 BOOK SCANNING

We have successfully scanned over 750,000 pages of official records from bound books. We will take appropriate care with the County's books to assure that the pages are not damaged during handling or scanning. Each pinned book will be disassemble prior to scanning and reassemble after scanning. Sewn books will need to have their bindings removed before scanning. After scanning, these pages will be placed inside their original binding and tied together. All books will be returned to the County after scanning.

Our proposal presumes that the bindings will be cut from the pages, however, we prefer to discuss the manner in which the bindings are removed with the County prior to beginning the project.

3.1 IMAGE QUALITY

Each page from each book will be scanned at a resolution of 200 dpi. We have added to our Kodak 3500 paper scanning systems sophisticated image enhancement software developed by Image Processing Technologies. This software provides image processing capability that is beyond a typical document scanning system and it will assist us in producing the best image quality possible. Improved image quality translates into better contrast and fewer illegible characters in the data entry process.

3.2 BATCH BALANCING

We use several tools available to confirm that all of the pages have captured and accounted for in the conversion process. As an example, if there are unique page numbers on the source pages, we will assign these numbers to their corresponding digital images. As a part of our scanning log, we will compare the number of pages in a book with the number of scanned images from that book. We confirm that these counts are identical and that the image numbers are always sequential and ascending. If there is a discrepancy, it is researched and reconciled.

3.3 QUALITY CONTROL

The scanned images will be viewed on high-resolution monitors to confirm that the image enhancement settings produced the expected outcome. Prior to production, we propose to scan a representative sample from the books to be converted. This sample will be submitted to the County for review and discussion. The ultimate outcome of this process will be a common understanding of acceptable image quality. If during production, the County discovers images that do not meet the standard set under this testing process, PFA will re-scan those pages at no cost to the County.

4.0 MICROFILM SCANNING

The following is an overview of the microfilm scanning procedures we will follow to insure the safety of the County's film and the quality and integrity of the image file:

1. Keep a log of the contents of each shipment received from the County.
2. When handling the County's film, we will take appropriate measures to maintain its safety and security.
3. Track the data from each roll as it completes each step of the conversion process.
4. Perform batch-balancing functions after each conversion step to insure that all of the data is accounted for.
5. Preview each roll to establish appropriate scanner setup and image enhancement settings.
6. Scan each image from each roll of film at a resolution of 200 dpi.
7. Rotate, crop and de-skew the scanned images.
8. View the images for quality on a high-resolution monitor.
9. Re-scan rolls that do not meet the quality standard.
10. Create a file name and directory structure that conforms to the County's system requirements.
11. Verify that the file names are accurate and correctly associated with their corresponding digital images.
12. Record the named images on CD-R.
13. Deliver the CD-R and film to the County for review.

4.1 CONVERSION SPECIFICS

The following sub-sections expand on the important points mentioned above.

4.1.1 FILM HANDLING AND PROTECTION

When scanning microfilm, we frequently work from our client's camera negative copy. In the case of our county clients, this copy is typically irreplaceable and must be handled accordingly. When handling film, we use special cotton gloves that do not leave scratches or fingerprints. We carefully maintain our equipment so that all moving parts that come in contact with the film roll freely to avoid scratching or tearing the film. Film that is not in process is stored in our fire resistant vault. In the unlikely event that the film is damaged, we have valuable papers insurance that covers duplicating or re-filming (assuming the books are available) customer records while stored in our facility or in transit to the County.

4.1.2 TRACKING/BATCH BALANCING

We track index and image data through each step of the conversion process. Tracking occurs at the batch, roll and image level. Upon arrival, the content of a shipment is compared to the County's inventory list that accompanies the shipment. Scanned images are stored in files that are named with their roll number. Images are processed in roll batches where the number of records at the beginning of a process must equal the number at its conclusion. If images are intentionally added or deleted (due to re-scans, splices, title targets, etc.), our software requires that all files be properly updated before it will allow the record to be closed. In addition, updates to the files are recorded on the tracking sheet so that they will be included in our batch balancing equations.

When made available by the County, an accurate frame count from each roll allows us to provide an additional level of data validation. The County's frame count is compared to the batch balancing information we produce and any differences are researched and reconciled.

4.1.3 SCANNING/QUALITY ASSURANCE

PFA expects to produce the best image quality possible from the County's microfilm collection. Our SunRise scanning systems incorporate the latest and most sophisticated image enhancement technology available. Prior to scanning, we inspect each roll of film to determine the best scanner setup and enhancement settings for that roll. Each image on the roll will be scanned at a resolution of 200 dpi and written to a roll number directory on our file server. We will view the images on 20" high-resolution monitors to determine if they meet the image quality requirement. If we conclude that we did not use the best enhancement settings, we re-scan the roll using revised settings (at no charge to the County).

Microfilm is a grayscale medium that can contain significant variations in image quality. For a project to be successful, it is important to develop a fair and comprehensive method to determine acceptable digital image quality. In an effort to address this issue in straightforward manner, we propose to scan a representative samples from the entire collection prior to the start of production. The digital images from this sample will be submitted to the County for review and to prepare a list of questions and concerns. The

items on this list will be discussed between PFA and the County with the ultimate goal of developing a mutually agreeable standard for acceptable quality across the entire project.

4.1.4 REJECTED IMAGES

In the event that the County finds images that do not meet the quality standard mutually agreed to in sub-section 4.1.3, PFA will re-scan those frames at no charge to the County.

4.1.5 POST PROCESSING

PFA uses the most current version of ScanFix software for post processing functions such as: image rotation, de-speckling, de-skewing and cropping. The images scanned in this project will be subjected to post processing procedures that will improve their appearance, file size and legibility. The outcome of these post processing procedures is dependent on the content of the document, the appearance of the copyboard and the setup parameters of the scanner.

5.0 DATA ENTRY

As previously stated, PFA proposes to have our offshore partner perform the data entry portion of this project.

The County has supplied the prospective vendors with a field layout and sample output data generated by the County's computer system. While this information is useful and important, accurate pricing of data entry is dependent upon a close examination of the input documents. Issues such as indexing techniques and handwriting legibility are critical to determining the conversion methodology and the keying productivity - both of which are essential to determining the overall conversion cost. With this in mind, we offer the following data entry approach we plan to use and the expected costs if these techniques are agreed to.

5.1 CONVERSION STRATEGY

It is assumed that the grantor and grantee books are separate, the grantee book contains all of the grantee names and the grantor book contains all of the grantor names and the other entries are identical. If this is correct, the following strategy will be used:

1. HDEP receives CD-R copies of the scanned images from PFA.
2. The source material is batched and broken out by grantor and grantee books.
3. Data is entered from the grantee books with the following fields keyed:

Date
Book type
Book/Volume number
Page
Document type
Name type (fixed - only grantee names will be keyed)
Last name
First name
Legal description

It was not stated in the RFP what interval of years the County wishes to convert. It is obvious from the examples that the indices from July of 1975 forward are currently on-line and that the County switched from the book and page method of organization to an instrument number system around 1994. Therefore, "instrument number" references will not be in the source material.

4. The entered data is key-verified to ensure 99.95% accuracy at the character level. Key verified accuracy is the result of concurrent entries of the data by two different operators. The second entry must agree with the first to allow the verifying operator to proceed. If the entry of the senior verifying operator does not agree the encoder's entry, the record is sent to validation for further research. If the problem cannot be resolved in validation, it is identified as an exception and passed along to the County to resolve.
5. Once all the data is entered from the grantee books, the data will be placed in an on-line table.
6. Data is entered from the grantor books with the following fields keyed:

Instrument number (or book/page depending on the time period)
Last name
First name

As soon as the operator keys the book and page, the system will display the previously keyed data for document type, date and one grantee name. The operator will visually confirm that the keyed data from the grantee pass matches the data found on the source document that is currently being keyed. If it doesn't match, the operator will re-check the instrument number field to confirm that a keying error has not been made. If the instrument number has been key correctly and a discrepancy still exists, the record will be referred to validation for research and resolution.

7. The data is key-verified to ensure accuracy. A different operator performs the key-verification.
8. Final processing - the missing fields are inserted from the grantee keying into the grantor records.
9. The entire database goes through a series of computerized validation routines designed to highlight particular problems (e.g. missing book or page numbers, page numbers out of range, grantee/grantor records without siblings, dates out of range, etc.) and assure a high degree of accuracy.

We expect to work with the County to ensure that adequate data quality checks are implemented.

If inconsistencies in the grantee book entries versus grantor book entries prevent this approach from working, we will have to key and verify all of the data from both the grantee and grantor books. If this turns out to be the case, we do not have enough information at this time to provide a per record or per page price. The price per one thousand keystrokes, however, remains a valid estimate subject to confirmation via

testing a representative sample of the source material. After the testing is concluded, a firm per record or per page price can be provided.

6.0 PROJECT COSTS

These prices are estimates, do not include freight charges and are based on our past experience with similar projects and the information provided in the RFP. Final pricing can only be quoted by testing a representative sample of the source material to be converted.

<u>EVENT</u>	<u>PRICE</u>
BOOK SCANNING	\$0.095/page
FILM SCANNING	\$0.045/page
DATA ENTRY (handwritten source)	\$0.90/1,000 keystrokes
DATA ENTRY (typewritten source)	\$0.72/1,000 keystrokes
DATA ENTRY (handwritten source)	\$241.20/1,000 output records*
DATA ENTRY (typewritten source)	\$192.96/1,000 output records*

*These are key verified prices and presume that each document contains one grantee and one grantor. Multiple grantee and grantors per document will lower the per output record cost (because for some of the output records we will only have to pick up a name and the book and page number).

Our per record price was based on the following information derived from the output record printouts:

<u>FIELD NAME</u>	<u>CHARACTERS</u>
Book and Page	7
Date	8
Doc Type	8
Grantor	24
Grantee	25
Legal	50
Total	122

For clarity, it is helpful to define the relationship between characters and keystrokes. Any time an operator depresses a key on the keyboard, one keystroke is generated. In addition to "valid" key-depressions (key-depressions that result in a valid output character), operators also depress keys for various overhead activities such as field advances, record advances, corrections, etc. The industry standard for keystrokes per valid output characters is 1.1 keystrokes/character for unverified work, and 2.2 keystrokes/character for verified output. In the above example, the keystrokes count per output record would be: $122 * 2.2 = 268$ keystrokes. Our data entry software automatically captures keystrokes and these statistics can be supplied to the County based on the captured data.

7.0 DELIVERABLES

We will deliver the digitized pages as Group 4 TIFF images and keyed data in a delimited ASCII format on CD-R in a manner that is acceptable to Hart Information, Inc.

8.0 INSURANCE

This proposal includes a copy of our current insurance coverage. If we do not have the coverage necessary for this project, we will obtain it from our insurance company prior to beginning the project.

9.0 REFERENCES

Julie Rodewald
County Clerk-Recorder
1144 Monterey St.
San Luis Obispo, CA 93408
805-781-5228

Mr. James Sibley
Title Data Inc.
2600 Citadel Plaza Drive Suite 200
Houston, TX 77008
713-880-2600

Ms. Linda Orr
San Bernardino County Recorder's Office
222 W. Hospitality Ln.
San Bernardino, CA 92408
909-386-8942

Amendment to PFA's Proposal

As a result of data entry tests on Fort Bend County Grantee and Grantor index books and their corresponding Official Records, PFA amends its proposal to key the index information from the County's Grantee/Grantor index books to keying the data directly from the Official Records.

This information below contains information provide by Hart Intercivic regarding their technical requirements for formatting the image and index data for importation into their electronic document management system.

Field	Name	Type	Max Length	Default	Remarks
1	INSTRUMENT #	NUMBER	10	NA	If Instrument # is not present enter zeros. Either Instrument # or Book and Page must be present and valid
2	DATE_RECEIVED	DATE	12	00/00/0000	Date document is recorded. Should be of form MM/DD/YYYY. If not present enter 00/00/0000
3	BOOK_TYPE	CHARACTER	5	Empty String	
4	BOOK	CHARACTER	5	Empty String	
5	PAGE	CHARACTER	5	Empty String	
6	DOCUMENT_TYPE	CHARACTER	12	NA	Document Type.
7	Name Type	CHARACTER	1	U	R - Grantor E - Grantee U - Unknown
8	LASTNAME	CHARACTER	120	NA	Last Name or Company Name
9	FIRSTNAME	CHARACTER	50	Empty String	Type in
10	Legal Description	CHARACTER	200	Empty String	Legal Description Freeform

Converted index files will meet the following requirements:

- 1) All index files will be ASCII.
- 2) Files will be delimited. Delimited fields will be enclosed with double quotes and separated by commas.
- 3) All image files will be TIFF Group IV.
- 4) All data will be provided on a CD-R.

This contract will require the continued participation of the County, Hart Intercivic and PFA to develop and refine the data entry instructions for this project. In addition, the County will be expected to review and comment on any exception reports that are submitted with completed batches of image and index data.

EXHIBIT B