

STATE OF TEXAS

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COUNTY OF FORT BEND

**DOCUMENT IMAGING SERVICES AGREEMENT
AMENDMENT NO. 2**

THIS AMENDMENT, is made and entered into by and between Fort Bend County, a body corporate and politic, (hereinafter "County"), and The Windward Group, L.L.C., (hereinafter "The Windward Group"), a corporation authorized to conduct business in the State of Texas.

THAT WHEREAS, the parties executed and accepted that certain Document Imaging Services Agreement, (hereinafter "Agreement"), on January 27, 2009, and as amended on November 3, 2009, attached hereto as Exhibit A, and incorporated by reference herein for all purposes; and

WHEREAS, the parties desire to amend the Agreement to extend the time for performance of the Scope of Services.

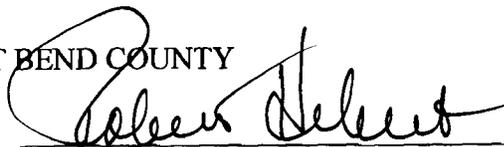
NOW, THEREFORE, the following changes are incorporated as if a part of the original Agreement:

1. It is understood and agreed that the time for performance of the Scope of Services under the Agreement shall end on September 30, 2011. Tasks described in the Scope of Services shall be completed within this time or within such additional time as may be extended by County.

Except at provided herein, all terms and conditions of the Agreement shall remain unchanged.

FORT BEND COUNTY

By:



Robert E. Hebert, County Judge

Date:

10-26-2010

ATTEST:

By:



Dianne Wilson, County Clerk

Date:

10-26-10



THE WINDWARD GROUP, L.L.C.

By:

John W. Smith
Authorized Representative

Date:

10/25/2010

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ ~~25,000.00~~ ^{28,000.00} to accomplish and pay the obligation of Fort Bend County under this contract.

RAH
11/2/10
Total

Robert Edward Sturdivant
Robert Edward Sturdivant, County Auditor

EXHIBIT A

STATE OF TEXAS §
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COUNTY OF FORT BEND §

**DOCUMENT IMAGING SERVICES AGREEMENT
AMENDMENT NO. 1**

THIS AMENDMENT, is made and entered into by and between Fort Bend County, a body corporate and politic, (hereinafter "County"), and The Windward Group, L.L.C., (hereinafter "The Winward Group"), a corporation authorized to conduct business in the State of Texas.

THAT WHEREAS, the parties executed and accepted that certain Document Imaging Services Agreement, (hereinafter "Agreement"), on January 27, 2009, attached hereto as Exhibit A, and incorporated by reference herein for all purposes; and

WHEREAS, the parties desire to amend the Agreement to extend the time for performance of the Scope of Services.

NOW, THEREFORE, the following changes are incorporated as if a part of the original Agreement:

1. It is understood and agreed that the time for performance of the Scope of Services under the Agreement shall end on September 30, 2010. Tasks described in the Scope of Services shall be completed within this time or within such additional time as may be extended by County.

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

FORT BEND COUNTY

By: Robert E. Hebert

Robert E. Hebert, County Judge

Date: November 3, 2009

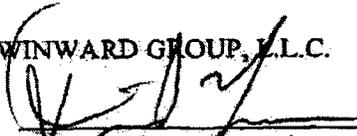
ATTEST:

By: Dianne Wilson

Dianne Wilson, County Clerk

Date: 11-3-09

THE WINWARD GROUP, L.L.C.

By: 
Authorized Representative

Date: 10-16-09

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$28,000.⁰⁰ ^(Total) to accomplish and pay the obligation of Fort Bend County under this contract.


Robert Edward Sturdivant, County Auditor

EXHIBIT A

DOCUMENT IMAGING SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between Fort Bend County, (hereinafter "County"), a body corporate and politic under the laws of the State of Texas, and The Windward Group, L.L.C., (hereinafter "The Windward Group"), a corporation authorized to conduct business in the State of Texas.

WITNESSETH

WHEREAS, County desires to retain The Windward Group to provide document imaging services (hereinafter "Services"); and

WHEREAS, The Windward Group represents that it is qualified and desires to perform the Services.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

AGREEMENT

Article I. Scope of Services

The Windward Group shall render Services to County as defined in the Scope of Services (attached hereto as Exhibit A).

Article II. Personnel

2.1 The Windward Group represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for the timely performance of the Scope of Services required under this Agreement and that The Windward Group shall furnish and maintain, at its own expense, adequate and sufficient personnel, in the opinion of County, to perform the Scope of Services when and as required and without delays.

2.2 All employees of The Windward Group shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of The Windward Group who, in the opinion of County, is incompetent or by his conduct becomes detrimental to the Project shall, upon request of County, immediately be removed from association with the Project.

Article III. Compensation and Payment

3.1 The Maximum Compensation for the performance of Services within the Scope of Services described in Exhibit A is twenty-eight thousand and no/100 (\$28,000). In no case shall the amount paid under this Agreement exceed the Maximum Compensation without an approved change order.

3.2 All performance of the Scope of Services including any changes in the Scope of Services and revision of work satisfactorily performed will be performed only when approved in

advance and authorized by County. Payment will be made in accordance with those payment procedures set forth in Section 3.3 below.

3.3 It is understood and agreed that monthly payments will be made to The Windward Group by County based on the following procedures: On or about the fifteenth day of each month during the performance of services hereunder and on or about the eighth day of the month following completion of all services hereunder, The Windward Group shall submit to County two (2) original copies of invoices showing the amounts due for services performed during the previous month, setting forth work accomplished under this Agreement, accompanied by a progress report indicating the percent complete for the tasks included in the Scope of Services, in a form acceptable to County. County shall review such invoices and approve them within 30 calendar days with such modifications as are consistent with this Agreement and forward same to the Auditor for processing. County shall pay each such approved invoice within thirty (30) calendar days. County reserves the right to withhold payment pending verification of satisfactory work performed.

Article IV. Time of Performance

It is understood and agreed that the time for performance of the Scope of Services under this Agreement shall begin with receipt of the Notice to Proceed and end on September 30, 2009. Tasks described in the Scope of Services shall be completed within this time or within such additional time as may be extended by the County.

Article V. Modifications

Any modifications to this Agreement must be in writing and must be signed by both parties.

Article VI. Termination

6.1 Termination for Convenience

6.1.1 County may terminate this Agreement at any time upon thirty (30) days written notice.

6.2 Termination for Default

6.2.1 County may terminate the whole or any part of this Agreement for cause in the following circumstances:

6.2.1.1 If The Windward Group fails to perform services within the time specified in the Scope of Services or any extension thereof granted by the County in writing;

6.2.1.2 If The Windward Group materially breaches any of the covenants or terms and conditions set forth in this Agreement or fails to perform any of the other provisions of this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in any of these circumstances does not cure such breach or failure

to County's reasonable satisfaction within a period of ten (10) calendar days after receipt of notice from County specifying such breach or failure.

6.2.2 If, after termination, it is determined for any reason whatsoever that The Windward Group was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the County in accordance with Section 6.1 above.

6.3 Upon termination of this Agreement, County shall compensate The Windward Group in accordance with Section 3, above, for those services which were provided under this Agreement prior to its termination and which have not been previously invoiced to County. The Windward Group's final invoice for said services will be presented to and paid by County in the same manner set forth in Section 3 above.

6.4 If County terminates this Agreement as provided in this Section, no fees of any type, other than fees due and payable at the Termination Date, shall thereafter be paid to The Windward Group.

Article VII. Ownership of Documents

Title to all information provided to The Windward Group under this Agreement shall remain in County. The Windward Group shall return to County all original materials supplied. If the materials are damaged during shipment or at The Windward Group facilities, The Windward Group will be liable for the cost of restoring a usable copy. At no time may The Windward Group maintain, use, or sell any copy of any document obtained under this Agreement.

Article VIII. Inspection of Books and Records

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

Article IX. Insurance

9.1 Prior to commencement of the Services, The Windward Group shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to County. The Windward Group shall provide certified copies of insurance endorsements and/or policies if requested by County. The Windward Group shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. The Windward Group shall obtain such insurance written on an Occurrence form from such companies having Bests rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

9.1.1 Workers' Compensation insurance in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed.

9.1.2 Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.

9.1.3 Business Automobile Liability insurance with a combined Bodily Injury/Property Damage limit of not less than \$1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.

9.1.4 Professional Liability insurance with limits not less than \$1,000,000.

9.1.5 Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.

9.2 All Liability insurance policies shall name County as an additional insured. Furthermore, the Workers Compensation and Liability Insurance carriers shall grant a waiver of subrogation in County's favor.

9.3 If required coverage is written on a claims-made basis, The Windward Group warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time that work under the Agreement is completed.

Article X. Indemnity

THE WINDWARD GROUP SHALL SAVE HARMLESS COUNTY FROM AND AGAINST ALL CLAIMS, LIABILITY, AND EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, ARISING FROM ACTIVITIES OF THE WINDWARD GROUP, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF THE WINDWARD GROUP OR ANY OF THE WINDWARD GROUP'S AGENTS, SERVANTS OR EMPLOYEES.

Article XI. Confidential and Proprietary Information

11.1 The Windward Group acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire information that is confidential to County. Any and all information of any form obtained by The Windward Group or its employees or agents in the performance of this Agreement shall be deemed to be confidential information of County ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by The Windward Group shall be treated with respect

to confidentiality in the same manner as the Confidential Information. Confidential Information shall be deemed not to include information that (a) is or becomes (other than by disclosure by The Windward Group) publicly known or is contained in a publicly available document; (b) is furnished by County to others without restrictions similar to those imposed by this Agreement; (c) is rightfully in The Windward Group's possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; or (d) is independently developed by employees or agents of The Windward Group who can be shown to have had no access to the Confidential Information.

11.2 The Windward Group agrees to hold Confidential Information in strict confidence, using at least the same degree of care that The Windward Group uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of Services to County hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. The Windward Group shall use its best efforts to assist County in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, The Windward Group shall advise County immediately in the event The Windward Group learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and The Windward Group will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or The Windward Group against any such person. The Windward Group agrees that, except as directed by County, The Windward Group will not at any time during or after the term of this Agreement disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of this Agreement or at County's request, The Windward Group will turn over to County all documents, papers, and other matter in The Windward Group's possession which embody Confidential Information.

11.3 The Windward Group acknowledges that a breach of this Section, including disclosure of any Confidential Information, or disclosure of other information that, at law or in equity, ought to remain confidential, will give rise to irreparable injury to County that is inadequately compensable in damages. Accordingly, County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. The Windward Group acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interest of County and are reasonable in scope and content.

11.4 The Windward Group in providing all services hereunder agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.

Article XII. Independent Contractor

12.1 In the performance of work or services hereunder, The Windward Group shall be deemed an independent contractor, and any of its agents, employees, officers, or volunteers

performing work required hereunder shall be deemed solely as employees of The Windward Group or, where permitted, of its subcontractors.

12.2 The Windward Group and its agents, employees, officers, or volunteers shall not, by performing work pursuant to this Agreement, be deemed to be employees, agents, or servants of County and shall not be entitled to any of the privileges or benefits of County employment.

Article XIII. Contract Administration

13.1 All written notices, demands, and other papers or documents to be delivered to County under this Agreement shall be delivered to the Fort Bend County Tax Assessor-Collector, 500 Liberty Street, Suite 101, Richmond, Texas 77469, or at such other place or places as it may from time to time designate by written notice delivered to The Windward Group. For purposes of notice under this Agreement, a copy of any notice or communication hereunder shall also be forwarded to the following address: Fort Bend County, 301 Jackson Street, Suite 719, Richmond, Texas 77469, Attention: County Judge.

13.2 All written notices, demands, and other papers or documents to be delivered to The Windward Group under this Agreement shall be delivered to The Windward Group, L.L.C., 2519 Fairway Park Drive, Suite 310, Houston, Texas 77092, Attention: Mike W. Sample, or such other place or places as The Windward Group may designate by written notice delivered to County.

Article XIV. Compliance with Laws

The Windward Group shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required, The Windward Group shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

Article XV. Assignment

Neither party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other party.

Article XVI. Applicable Law

This Agreement shall be construed under and in accordance with the laws of the State of Texas. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all disputes arising hereunder and waive the right to sue or be sued elsewhere.

Article XVII. Successors and Assigns

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

Article XVIII. Publicity

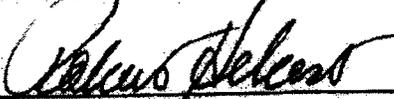
The Windward Group shall not make news releases, publicize or issue advertising pertaining to this Agreement without first obtaining the written approval of County.

Article XIX. Conflict

In the event there is a conflict between this Agreement and the attached exhibits, this Agreement shall control.

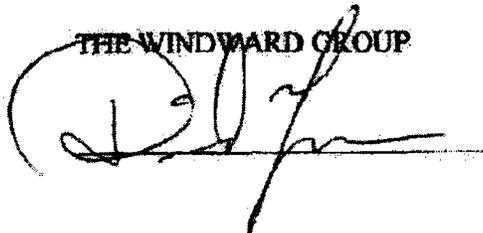
IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the 22 day of January, 2009.

FORT BEND COUNTY

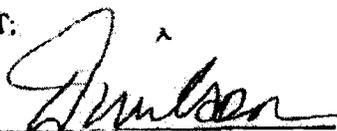


Robert E. Hebert, County Judge
2/3/09

THE WINDWARD GROUP



ATTEST:



Dianne Wilson, County Clerk

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$28,000⁰⁰ to accomplish and pay the obligation of Fort Bend County under this contract.


Robert Edward Sturdivant, County Auditor

EXHIBIT A

PROFESSIONAL SERVICES SCHEDULE

PROFESSIONAL SERVICES AGREEMENT DATED: January 16, 2009

BY AND BETWEEN:

Fort Bend County



AND THE WINDWARD GROUP, LLC



The information contained herein, is for the strict purpose of evaluating the services provided by The Windward Group, and shall not be used by Fort Bend County or any of its agents for any other purpose. The information remains the intellectual property of The Windward Group.

EXECUTIVE SUMMARY

The Windward Group (TWG) is proud to submit the following proposal for Document Management Services (DMS) for Fort Bend County Tax Office

In the following pages, TWG will demonstrate that it has the right combination of talent, team and technology to meet and exceed the expectations of Fort Bend County.

We at The Windward Group look forward to working with the Fort Bend County team in conducting the proposed project such it is completed within scope, on time and on budget.

Premier Qualifications and Experience

TWG has a legacy that stretches back to the 1950's and includes such companies as Southern Microfilm, RACOM and LASON. TWG's corporate leadership consists of that team which built these legacy organizations to their height of success. TWG has not only been associated with evolution and best practices involved in the document management and document imaging industry, we helped define it.

As a result of the 150+ years of industry experience represented by TWG leadership, our company has developed a special formula for success, which is expressed in the following formula:



T³xP is the guiding principle behind what we do. The formula represents the multiplicative effect that the right combination of TEAM, TALENT and TECHNOLOGY can have for the benefit of our clients. TWG understands that Teamwork is essential for competing in today's global arena, where individual perfection is not as desirable as a high level of collective performance. We know that it is possible to accomplish almost anything, so long as you are not worried about who gets credit for it. TWG also seeks out talented and tenacious people who believe in what we do. We help our clients succeed by applying this team approach with talented individuals while delivering world-class technology solutions in unique.

TWG is in the business of delivering world-class technology solutions. To this end, it is imperative to have a close relationship with the developers of these solutions. This relationship is the "P" in our formula. TWG forges partnerships with companies that have developed the "Best in Class" technology solutions to meet the functional needs of our clients. In this way, TWG's team of talented individuals combined with the power of its partner network is a proven formula for success, both for our clients and our company.

History and Background

The Windward Group, LLC is a Louisiana Limited Liability Corporation, which was formed in 2001 for the purpose of acquiring a document imaging related company from which to build a larger Comprehensive Document Management Organization. The founder, Robert Rathe, Jr., was the former Owner/CEO of RACOM, one of the largest Independent Document Management companies in the United States. After the sale of RACOM to LASON in 1998 Robert managed a substantial portion of LASON'S Document Capture business across the Western US.

In March 2003 The Windward Group acquired the Virtual Paper Company in Covington, La, and Ron Gitz, CPA, and principal of the Virtual Paper Company joined The Windward Group as a Managing Partner. Since that time the organization has been operated as a multipurpose Document Imaging Service Company.

Beginning in the late 1970's, Robert Rathe, Jr. became involved in the Houston, Texas market as an owner/manager of RACOM's predecessor companies Southern Microfilm Corporation and Business Micrographics Corporation. During that time he became affiliated with Minolta Corporation as one of their dealers first in New Orleans and later in Houston. Ultimately RACOM became Minolta's largest dealer in the US and was honored as the "Dealer of the Year" an unprecedented 5 times. In addition, RACOM received over 70 national awards from Minolta for performance in both sales and service during the 1980's and 1990's.

Today, TWG has state of the art office locations in New Orleans Louisiana, which serves as the company's Corporate Headquarters, as well as Houston and Dallas, Texas. Since its inception, The Windward Group has acquired three other imaging and content management companies, experienced strong year over year growth and is poised to become the preeminent imaging and content management organization in the country.

Our mission statement best defines our business philosophy as follows:

"We are a team of individuals each with unique talents oriented toward defining and solving the document management and information requirements that confront our business partners, who are our clients. We strive to produce innovative, cost effective, solutions for our partners, utilizing technology and the collective talents of the members of our company. Our success is measured by the degree of satisfaction and value we deliver in our products, services and systems to our partners".

APPLICATIONS

Fort Bend Tax Office has requested the off-site imaging services of The Windward Group for the digital conversion of their Tax Office Records. These assumptions were utilized to formulate our solution and estimated project cost.

ASSUMPTIONS

Based upon the information provided by Fort Bend County, The Windward Group production model and investment analysis are based upon the following assumptions:

Document Transportation

The Windward Group will coordinate bi-weekly (every two weeks) scheduled pick-up and deliveries via our Secure Van and driver.

Document Preparation

Fort Bend County Tax office will perform the required document preparation for these records. This includes removing all staples, paperclip fasteners and taping all small documents to 8 1/2 X 11 paper. When the documents arrive at The Windward Group they will be ready to be scanned via our high-speed InoTec scanners.

Document Scanning

All scanning will be performed in a production mode at 200 DPI into group IV TIFF Black and White images.

Indexing

The Windward Group will provide Fort Bend Tax office with an Access Based Bar-code generating program (Two Stations) that will allow Fort Bend Tax office to create the required index values for this initiative. The Fort Bend Tax Office will enter into the Bar-code program the index values and then it will generate a bar-code sheet that will be inserted into the file prior to the records being sent to The Windward Group.

Image Delivery

The Windward Group will provide Fort Bend Tax Office with a portable hard drive for the delivery of the images and the corresponding index values. The images and Meta data will be formatted into a PaperVision Data group format that will correspond to the existing PaperVision Imaging Solution and the two applications.

File Requests

Fort Bend Tax office will have 24/7 access to their records while they are being converted. Pre-authorized Fort Bend Tax office associates will facilitate a request via Fax and/or email. The Windward Group will fulfill each request via scan-on-demand services. We will deliver the requested file via Documentum eRoom. Additionally, eRoom can be utilized for any required document sign-off and QA/QC should it be required.

Document Return

The Windward Group will return the original documents to Fort Bend Tax office within 30 days of delivery of the original images. The original document will be placed back into their respected file folder and corresponding box. The Windward Group will provide Fort Bend Tax Office with an Inventory report for each box, for records retention and document destruction purposes.

THE WINDWARD GROUP PROJECT COORDINATORS

Solution Consultant

Mike W. Sample
Business Solutions Consultant
The Windward Group
2519 Fairway Park Drive, Suite 320
Houston, TX 77092

Telephone: 713-812-8100
Facsimile: 713-812-8210
Email: msample@thewindwardgroup.net

Operations Coordinator

Dave Vork
Operations Manger
The Windward Group
2519 Fairway Park Drive, Suite 320
Houston, TX 77092

Telephone: 713-812-8100
Facsimile: 713-812-8210
Email: dvork@thwindwardgroup.net

Management Liaison

David Young
Vice President
The Windward Group
2519 Fairway Park Drive, Suite 320
Houston, TX 77092

Telephone: 713-812-8100
Facsimile: 713-812-8210
Email: dyoung@thewindwardgroup.net

SCOPE OF SERVICES

Staging of Files

The Windward Group will provide Fort Bend Tax office with the necessary boxes for this initiative. Fort Bend Tax office will be responsible for packing the boxes and labeling the end cap of each box.

Document Pick-up:

The Windward Group's designated project manager will coordinate scheduled bi-weekly pick-up and deliveries for this initiative.

Document Handling:

All of the pages that are contained in each folder will be captured in the order that they appear within that folder. The requirement set-forth by Fort Bend Tax Office does not require any integration of the file or any re-ordering of the pages. After the files have been scanned they will be placed back into their respected box without any re-prep and will await delivery back to Fort Bend.

Scanning Requirements:

The Windward Group will utilize INOTEC Scanners to capture the images into a Black & White images. All images will be captured at 200 DPI. The output will be multi-page TIFF images in a PaperVision Data Group Format.

Index Description:

The Windward Group will provide Fort Bend Tax Office with an Access based bar code program for the creation of the required index values for this initiative. Fort Bend Tax office will be responsible for validating that a copy of Access is loaded onto each workstation that will be used for the creation of the index values. This initiative has two applications; Daily Deposits and TX DOT Disabled Persons.

Quality Assurance:

Following completion of imaging and indexing, all images will be 100% inspected for image quality. All images or index points failing inspection will be re-scanned/re-indexed as required.

Client Image Inspection:

The Windward Group will be transferring captured images on an on-going basis for review and acceptance by Fort Bend County. Fort Bend County will have 30 business days to inspect the delivered images. If The Windward Group does not receive notification from Fort Bend County, then the deliverable will be deemed approved and accepted.

Document Management during Scanning Phase

Documents will be unavailable during the shipment period. After the shipment period, documents can be requested via an agreed upon method which will result in The Windward Group providing the requested files via scan-on-demand services, within 8 business hours to the authorized requestor. A maximum of three requests per day is allowable at no additional charge.

Document Retention/Destruction

Upon completion of the digital scanning process, The Windward Group will place the original documents back into their respected box, without re-prep for delivery back to Fort Bend County's Tax Office location.

Invoicing

The Windward Group will invoice Fort Bend County during each month of production for the work tasks that are completed.

Changes in Scope

The information provided within this Statement of Work is based on the information provided to The Windward group by Fort Bend County. Any changes made to this SOW may result in additional services and adjustment to the existing pricing model. Change requests must be submitted in writing by Fort Bend County (Section C) to the designated Windward Group team member.

The Woodward Group's Houston Facility

The Woodward Group has a state-of-the-art 13,000 square foot facility that is located at 2519 Fairway Park Drive (I-610 & 290).

Perimeter Security

- All exterior doors are equipped with a keypad and are monitored by a third party monitoring company
- All exposed windows and doors contain security bars

Interior Facility

- All exits are clearly marked and have DC power back-up in the event of a loss of power
- All Servers are contained within a secure rack and video monitored by our corporate office in Folsom Louisiana.
- Fire extinguishers are located throughout the facility per City of Houston Code

The Woodward Group Associates

In order to provide our clients with the highest quality and maintain confidentiality of their records, The Woodward Group utilizes the following strategies:

- All production associates undergo an extensive background and criminal history review prior to employment with The Woodward Group
- A confidentiality agreement is signed by every associate.
- All production associates are employees of The Woodward Group. We do not solicit labor from temp agencies.

Capture Hardware and Software

The Woodward Group will utilize the following Hardware and Software Technology for Fort Bend Tax Office Records:

InoTec 510 Scanner - TWG is the master distributor for this German made production scanner. The fastest desktop scanner in the world, the Inotec 510 is able to scan up to 230 pages/m (460 images/m). Key features of this technology include:

- Digitizing Optical CCD - Camera with 400 dpi resolution
- Standard Resolutions 75, 100, 150, 200, 240, 300, 400 dpi
- Dynamic Binarisation MDIT with result preview
- Grayscale Images 8 Bit Color, 256 Grey levels
- Deskew / Cropping prior to binarisation on grayscale image
- Gamma Correction on grayscale images in the scanner - 10 Bit to 8 Bit or in the driver with result preview - 8 Bit to 8 Bit
- Color Filters optical filters Red, Red/Orange, Green, Blue
- Scan Background standard black and optional White Scan Background (for example for transparencies) interchangeable
- Document Feed automatic from stack with adjustable pressure or single sheet hand feed, integrated height adjustable work table with user memory function
- Max. Stack Height 45 mm (approx. 450 sheets of 80 gsm paper)
- Document Width 28mm to 317mm
- Output Hopper adjustable to document size, paper guides can be adjusted asymmetrically
- Standard Document Sizes A3, A4, A5, A6, A7, B4, B5, B6, B7, Legal, Letter, Double Letter
- User Formats from W 28mm x H 60mm to W 317,5mm x H 400mm freely definable
- Feed Control Double Feed-Check with Piezo Ceramic ultrasound sensor
- Paper Flow Control (PFC) with electronic length control on demand

- Indexing Scan counter plus four user definable event controlled counters for Document Indexing and Endorser, integrated patch code decoder with 15 definable recognition tracks

InoTec 4x1 (to be used for smaller batches of documents and rescans)

- Adjustable scan speeds from 80 – 150 ppm
- Image Output bitonal, grey, color; multi-stream at up to 400 dpi
- Image Quality can be dynamic or static threshold
- Image Processing with MDIT Multi Dimensional Intelligent Thresholding (Intec's version of Virtual Rescan)
- Flex Fed paper separation with piezoceramic ultrasonic sensors
- Operation is TSCP Touch Screen Communication Panel
- Automatic white calibration
- Document sizes 5.9" – 12.6" width and 2.35" – 160" length

Kofax Ascent Capture Platform – TWG has done extensive development of processes, batch management, custom extraction, routing, decisioning, barcode recognition and many other customizations of the current implementation of Kofax. TWG will use this intellectual property and apply it to the Fort Bend project to standardize image file output, while creating a replicable known good image for document qualities of varying thresholds. The use of such software accommodates detailed image enhancement operations such as despeckle, deskew, noise removal, right siding, and many other image enhancement operations. Kofax is the world's leading high-volume document capture solution, used by more service bureaus than any other product. Some of the basic features and functionality of the solution include:

- Automatic image correction and enhancement.
- Automatic form identification and document separation.
- Uses OCR, ICR and OMR to recognize machine-printed and hand-printed text in hundreds of languages, as well as bar codes, patch codes and check boxes.
- Integrates seamlessly with all workflow and content management applications.
- Certified to work with most production scanners.
- Turnkey reports help managers identify bottlenecks and re-deploy resources to achieve optimum processing efficiency.
- Central administrator controls setup and updates, grants user and group privileges, and monitors individual and station performance.
- Imports email and attached documents.
- Key from image validation.
- Enterprise edition provides support for high availability systems in mission critical implementations.

Kofax Ascent Capture allows The Windward Group to define a custom process for each of our customer's document types. The Kofax Batch Class is where TWG tells the software all the rules of how a batch of a certain document type must be treated. In the Batch Class, TWG defines a series of Queues through which batches of scanned or imported images are processed. The available Queues include but may not be limited to the following:

- Scan/Import,
- QA/QC,
- Recognition,
- Validation/Indexing and finally
- Release.

Within each Queue, TWG defines all the details about the documents, data extraction and exception handling processes. The Release Queue is the last process where we define how the index data and related images must be formatted for delivery or further custom processing.

The batches of images are named so that it is very clear who the customer is, what type of documents are contained in the batch and information from the production container/box internal to us. The Batch Manager is the name Kofax gives to the module where we monitor and control the batches as they flow

from one Queue and Status to another. We can automatically route or manually route batches in order to control the priority of workflow in the shop. Think of Kofax Batch Manager as a "Master Control System" for routing of batches and images.

TWG Security Program

The Windward Group will meet or exceed all data recovery and record security standards as articulated in this section of the RFP. The Windward Group is very serious about security and business continuity. The Windward Group will adhere to Fort Bend's processes and procedures in this area all as mutually agreed upon.

The Windward Group will meet or exceed all confidentiality and data security requirements standards as articulated in this section of the RFP. Specifically, The Windward Group has security systems (fire, burglar, temperature control) in place. The Windward Group also has access controlled areas for document storage and the actual conduct of the Fort Bend project such that only authorized individuals will have access to source documents and/or images data.

TWG Disaster Preparedness Program

The Windward Group will meet or exceed all record recovery and business continuity standards as articulated in this section of the RFP. Specifically, The Windward Group understands the importance of clear and precise standards and definitions as they relate to the Recovery Point Objective (RPO), Recovery Time Objective (RTO) and disaster declaration procedures. To this point specifically, The Windward Group will utilize its current footprint of three regionally offices, which are located in Houston, TX, Dallas Texas and Folsom Louisiana.

The Windward Group's Houston facility has 13,000 square feet of climate controlled warehouse and production space. We have the same capability to isolate both warehouse and production space exclusively for Fort Bend records.

The Windward Group's Dallas facility has 8,000 square feet of climate controlled warehouse and production space with the same capability of isolating storage and production for Fort Bend records. The Windward Group's Folsom facility has 15,000 square feet of climate controlled warehouse and production space. We have the ability to isolate as much warehouse space as required to separate and secure OMV records from all other customer records.

The Windward group operates all three service bureaus on identical servers, operating system, scanners and Kofax Ascort Capture platforms giving us the ability to quickly load-balance our production as necessary. Once the initial project setup, testing and acceptance by Fort Bend tax Office has occurred, we will replicate all Kofax Ascort Batch Classes, custom software tools and all procedures in our Folsom and Dallas offices. We will train all operations managers, supervisors and lead operators in those two locations. With Fort Bend's permission, we will regularly send batches of completed Fort Bend records to these offices for refresher training so that we are always ready to change production locations. (This would only be required in the event that our Houston facility is without power for some prolonged period of time). With a simple forwarding order utilizing The Windward Groups document transportation and drivers, all documents would be routed to either Folsom or Dallas where our staff and facilities would be immediately available to produce the work.

The Windward Group will work with Fort Bend to determine disaster declaration processes and procedures, with clearly defined Service Levels expectation regarding the RPO and PTO.

TWG'S NFAP 232 Standards

The Windward Group's facilities meet the requirements set forth within this RFP for document image services. Our facilities are equipped with the necessary fire suppression (per code of each city) and we have built into our operations data back-up facilities, between our three facilities.

The NFPA 232 Standards pertains to storing and archiving records. The Windward Group's mirrored operation facilities incorporate fire extinguishers, independent monitored fire detection and the staff has undergone training for fire protection. As part of our project methodology we load balance the inbound

records for digital conversion in order to limit the exposure (time) that they are at our facility. Our goal is to capture in the paper in less than 5 business days. We are not a long term records storage facility. Additionally, once the records have been digitized, a copy is backed up onto our mirrored facilities. This process insures that in the event of a fire, The Woodward Group can recreate the original records.

[SCHEDULES A-C TO FOLLOW]

**SCHEDULE A
SALES ORDER**

Customer: Fort Bend County Tax Office
 Address: 506 Liberty, Suite 101, Richmond, TX 77469
 Contact Name: Patry Schultz
 Contact Phone: 281-341-3735
 Contact Email: schulpat@co.fort-bend.tx.us

Item Description	Unit Price	Quantity	Unit	Estimated Cost
Scheduled bi-weekly pick-up and delivery	INC	INC	Per Box	\$0.00
Document Preparation (To Be performed by Fort Bend)	N/A	N/A	N/A	\$0.00
Black & White Scanning at 200 DPI	\$0.050	560,000	Per Image	\$28,000.00
Bar code Indexing program (Fort Bend provide Access Database Software)	INC	INC	Module	\$0.00
Indexing (Fort Bend To perform via Indexing Program)	N/A	N/A	N/A	\$0.00
Portable Hard Drive for Image Transfer	INC	INC	N/A	\$0.00
Professional Services for Consulting	INC	16	HOURS	\$0.00
Product Estimate				\$28,000.00

This Sales Order is an estimate based upon the assumptions that are set forth within the enclosed document. The Windward Group will invoice Fort Bend County for the actual volumes and services that will be provided in order to fulfill Fort Bend County's requirements. All quote pricing does not include any required taxes.

FORT BEND COUNTY

THE WINDWARD GROUP, L.L.C.

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

**SCHEDULE B
CLIENT ACCEPTANCE & PROJECT IMPLEMENTATION FORM**

Fort Bend County Tax Office has provided a representative sample set of documents to The Windward Group. This set of documents has been scanned and indexed in accordance with the enclosed SOW. Fort Bend is authorizing The Windward group to:

- Commence full scale scanning and indexing of documents

FORT BEND COUNTY TAX OFFICE

Signature: _____

Printed Name: _____

Title: _____

Date: _____

THE WINDWARD GROUP, L.L.C.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

**SCHEDULE C
CHANGE ORDER FORM**

Submitted By:	Change Number:
Date:	

Change Request
Description of Requested Change
Reason for Change

Proposed Solution
Description of Proposed Solutions
Work Affected
Cost Estimate
Impact on Schedule

Authorization	
The Windward Group	Fort Bend County

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**DOCUMENT IMAGING SERVICES AGREEMENT
AMENDMENT NO. 1**

THIS AMENDMENT, is made and entered into by and between Fort Bend County, a body corporate and politic, (hereinafter "County"), and The Windward Group, L.L.C., (hereinafter "The Winward Group"), a corporation authorized to conduct business in the State of Texas.

THAT WHEREAS, the parties executed and accepted that certain Document Imaging Services Agreement, (hereinafter "Agreement"), on January 27, 2009, attached hereto as Exhibit A, and incorporated by reference herein for all purposes; and

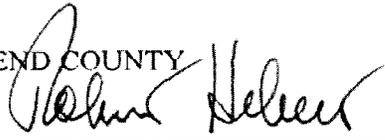
WHEREAS, the parties desire to amend the Agreement to extend the time for performance of the Scope of Services.

NOW, THEREFORE, the following changes are incorporated as if a part of the original Agreement:

1. It is understood and agreed that the time for performance of the Scope of Services under the Agreement shall end on September 30, 2010. Tasks described in the Scope of Services shall be completed within this time or within such additional time as may be extended by County.

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

FORT BEND COUNTY

By: 

Robert E. Hebert, County Judge

Date: November 3, 2009

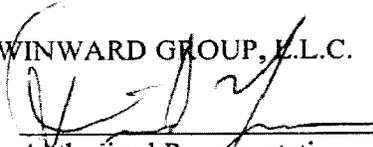
ATTEST:

By: 

Dianne Wilson, County Clerk

Date: 11-3-09

THE WINWARD GROUP, L.L.C.

By: 
Authorized Representative

Date: 10-16-09

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$25,000.⁰⁰ ^(Total) to accomplish and pay the obligation of Fort Bend County under this contract

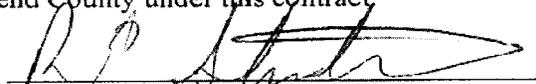

Robert Edward Sturdivant, County Auditor

EXHIBIT A

DOCUMENT IMAGING SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between Fort Bend County, (hereinafter "County"), a body corporate and politic under the laws of the State of Texas, and The Windward Group, L.L.C., (hereinafter "The Windward Group"), a corporation authorized to conduct business in the State of Texas.

WITNESSETH

WHEREAS, County desires to retain The Windward Group to provide document imaging services (hereinafter "Services"); and

WHEREAS, The Windward Group represents that it is qualified and desires to perform the Services.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

AGREEMENT

Article I. Scope of Services

The Windward Group shall render Services to County as defined in the Scope of Services (attached hereto as Exhibit A).

Article II. Personnel

2.1 The Windward Group represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for the timely performance of the Scope of Services required under this Agreement and that The Windward Group shall furnish and maintain, at its own expense, adequate and sufficient personnel, in the opinion of County, to perform the Scope of Services when and as required and without delays.

2.2 All employees of The Windward Group shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of The Windward Group who, in the opinion of County, is incompetent or by his conduct becomes detrimental to the Project shall, upon request of County, immediately be removed from association with the Project.

Article III. Compensation and Payment

3.1 The Maximum Compensation for the performance of Services within the Scope of Services described in Exhibit A is twenty-eight thousand and no/100 (\$28,000). In no case shall the amount paid under this Agreement exceed the Maximum Compensation without an approved change order.

3.2 All performance of the Scope of Services including any changes in the Scope of Services and revision of work satisfactorily performed will be performed only when approved in

advance and authorized by County. Payment will be made in accordance with those payment procedures set forth in Section 3.3 below.

3.3 It is understood and agreed that monthly payments will be made to The Windward Group by County based on the following procedures: On or about the fifteenth day of each month during the performance of services hereunder and on or about the eighth day of the month following completion of all services hereunder, The Windward Group shall submit to County two (2) original copies of invoices showing the amounts due for services performed during the previous month, setting forth work accomplished under this Agreement, accompanied by a progress report indicating the percent complete for the tasks included in the Scope of Services, in a form acceptable to County. County shall review such invoices and approve them within 30 calendar days with such modifications as are consistent with this Agreement and forward same to the Auditor for processing. County shall pay each such approved invoice within thirty (30) calendar days. County reserves the right to withhold payment pending verification of satisfactory work performed.

Article IV. Time of Performance

It is understood and agreed that the time for performance of the Scope of Services under this Agreement shall begin with receipt of the Notice to Proceed and end on September 30, 2009. Tasks described in the Scope of Services shall be completed within this time or within such additional time as may be extended by the County.

Article V. Modifications

Any modifications to this Agreement must be in writing and must be signed by both parties.

Article VI. Termination

6.1 Termination for Convenience

6.1.1 County may terminate this Agreement at any time upon thirty (30) days written notice.

6.2 Termination for Default

6.2.1 County may terminate the whole or any part of this Agreement for cause in the following circumstances:

6.2.1.1 If The Windward Group fails to perform services within the time specified in the Scope of Services or any extension thereof granted by the County in writing;

6.2.1.2 If The Windward Group materially breaches any of the covenants or terms and conditions set forth in this Agreement or fails to perform any of the other provisions of this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in any of these circumstances does not cure such breach or failure

to County's reasonable satisfaction within a period of ten (10) calendar days after receipt of notice from County specifying such breach or failure.

6.2.2 If, after termination, it is determined for any reason whatsoever that The Windward Group was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the County in accordance with Section 6.1 above.

6.3 Upon termination of this Agreement, County shall compensate The Windward Group in accordance with Section 3, above, for those services which were provided under this Agreement prior to its termination and which have not been previously invoiced to County. The Windward Group's final invoice for said services will be presented to and paid by County in the same manner set forth in Section 3 above.

6.4 If County terminates this Agreement as provided in this Section, no fees of any type, other than fees due and payable at the Termination Date, shall thereafter be paid to The Windward Group.

Article VII. Ownership of Documents

Title to all information provided to The Windward Group under this Agreement shall remain in County. The Windward Group shall return to County all original materials supplied. If the materials are damaged during shipment or at The Windward Group facilities, The Windward Group will be liable for the cost of restoring a usable copy. At no time may The Windward Group maintain, use, or sell any copy of any document obtained under this Agreement.

Article VIII. Inspection of Books and Records

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

Article IX. Insurance

9.1 Prior to commencement of the Services, The Windward Group shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to County. The Windward Group shall provide certified copies of insurance endorsements and/or policies if requested by County. The Windward Group shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. The Windward Group shall obtain such insurance written on an Occurrence form from such companies having Bests rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

9.1.1 Workers' Compensation insurance in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed.

9.1.2 Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.

9.1.3 Business Automobile Liability insurance with a combined Bodily Injury/Property Damage limit of not less than \$1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.

9.1.4 Professional Liability insurance with limits not less than \$1,000,000.

9.1.5 Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.

9.2 All Liability insurance policies shall name County as an additional insured. Furthermore, the Workers Compensation and Liability Insurance carriers shall grant a waiver of subrogation in County's favor.

9.3 If required coverage is written on a claims-made basis, The Windward Group warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time that work under the Agreement is completed.

Article X. Indemnity

THE WINDWARD GROUP SHALL SAVE HARMLESS COUNTY FROM AND AGAINST ALL CLAIMS, LIABILITY, AND EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, ARISING FROM ACTIVITIES OF THE WINDWARD GROUP, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF THE WINDWARD GROUP OR ANY OF THE WINDWARD GROUP'S AGENTS, SERVANTS OR EMPLOYEES.

Article XI. Confidential and Proprietary Information

11.1 The Windward Group acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire information that is confidential to County. Any and all information of any form obtained by The Windward Group or its employees or agents in the performance of this Agreement shall be deemed to be confidential information of County ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by The Windward Group shall be treated with respect

to confidentiality in the same manner as the Confidential Information. Confidential Information shall be deemed not to include information that (a) is or becomes (other than by disclosure by The Windward Group) publicly known or is contained in a publicly available document; (b) is furnished by County to others without restrictions similar to those imposed by this Agreement; (c) is rightfully in The Windward Group's possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; or (d) is independently developed by employees or agents of The Windward Group who can be shown to have had no access to the Confidential Information.

11.2 The Windward Group agrees to hold Confidential Information in strict confidence, using at least the same degree of care that The Windward Group uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of Services to County hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. The Windward Group shall use its best efforts to assist County in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, The Windward Group shall advise County immediately in the event The Windward Group learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and The Windward Group will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or The Windward Group against any such person. The Windward Group agrees that, except as directed by County, The Windward Group will not at any time during or after the term of this Agreement disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of this Agreement or at County's request, The Windward Group will turn over to County all documents, papers, and other matter in The Windward Group's possession which embody Confidential Information.

11.3 The Windward Group acknowledges that a breach of this Section, including disclosure of any Confidential Information, or disclosure of other information that, at law or in equity, ought to remain confidential, will give rise to irreparable injury to County that is inadequately compensable in damages. Accordingly, County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. The Windward Group acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interest of County and are reasonable in scope and content.

11.4 The Windward Group in providing all services hereunder agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.

Article XII. Independent Contractor

12.1 In the performance of work or services hereunder, The Windward Group shall be deemed an independent contractor, and any of its agents, employees, officers, or volunteers

performing work required hereunder shall be deemed solely as employees of The Windward Group or, where permitted, of its subcontractors.

12.2 The Windward Group and its agents, employees, officers, or volunteers shall not, by performing work pursuant to this Agreement, be deemed to be employees, agents, or servants of County and shall not be entitled to any of the privileges or benefits of County employment.

Article XIII. Contract Administration

13.1 All written notices, demands, and other papers or documents to be delivered to County under this Agreement shall be delivered to the Fort Bend County Tax Assessor-Collector, 500 Liberty Street, Suite 101, Richmond, Texas 77469, or at such other place or places as it may from time to time designate by written notice delivered to The Windward Group. For purposes of notice under this Agreement, a copy of any notice or communication hereunder shall also be forwarded to the following address: Fort Bend County, 301 Jackson Street, Suite 719, Richmond, Texas 77469, Attention: County Judge.

13.2 All written notices, demands, and other papers or documents to be delivered to The Windward Group under this Agreement shall be delivered to The Windward Group, L.L.C., 2519 Fairway Park Drive, Suite 310, Houston, Texas 77092, Attention: Mike W. Sample, or such other place or places as The Windward Group may designate by written notice delivered to County.

Article XIV. Compliance with Laws

The Windward Group shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required, The Windward Group shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

Article XV. Assignment

Neither party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other party.

Article XVI. Applicable Law

This Agreement shall be construed under and in accordance with the laws of the State of Texas. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all disputes arising hereunder and waive the right to sue or be sued elsewhere.

Article XVII. Successors and Assigns

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

Article XVIII. Publicity

The Windward Group shall not make news releases, publicize or issue advertising pertaining to this Agreement without first obtaining the written approval of County.

Article XIX. Conflict

In the event there is a conflict between this Agreement and the attached exhibits, this Agreement shall control.

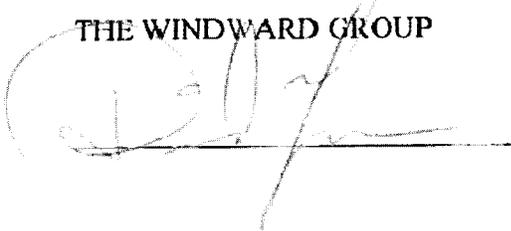
IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the 22 day of January, 2009.

FORT BEND COUNTY

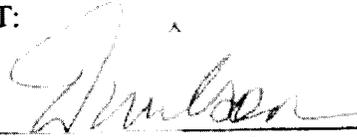


Robert E. Hebert, County Judge
2/3/09

THE WINDWARD GROUP



ATTEST:



Dianne Wilson, County Clerk

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$28,000.⁰⁰ to accomplish and pay the obligation of Fort Bend County under this contract


Robert Edward Sturdivant, County Auditor

EXHIBIT A

PROFESSIONAL SERVICES SCHEDULE

PROFESSIONAL SERVICES AGREEMENT DATED: January 16, 2009

BY AND BETWEEN:

Fort Bend County



AND THE WINDWARD GROUP, LLC



The information contained herein, is for the strict purpose of evaluating the services provided by The Windward Group, and shall not be used by Fort Bend County or any of its agents for any other purpose. The information remains the intellectual property of The Windward Group.

EXECUTIVE SUMMARY

The Windward Group (TWG) is proud to submit the following proposal for Document Management Services (DMS) for Fort Bend County Tax Office

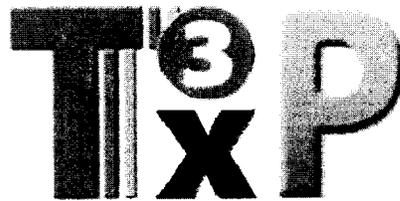
In the following pages, TWG will demonstrate that it has the right combination of talent, team and technology to meet and exceed the expectations of Fort Bend County.

We at The Windward Group look forward to working with the Fort Bend County team in conducting the proposed project such it is completed within scope, on time and on budget.

Proposer Qualifications and Experience

TWG has a legacy that stretches back to the 1950's and includes such companies as Southern Microfilm, RACOM and LASON. TWG's corporate leadership consists of that team which built these legacy organizations to their height of success. TWG has not only been associated with evolution and best practices involved in the document management and document imaging industry, we helped define it.

As a result of the 150+ years of industry experience represented by TWG leadership, our company has developed a special formula for success, which is expressed in the following formula:



T³xP is the guiding principle behind what we do. The formula represents the multiplicative effect that the right combination of TEAM, TALENT and TECHNOLOGY can have for the benefit of our clients. TWG understands that Teamwork is essential for competing in today's global arena, where individual perfection is not as desirable as a high level of collective performance. We know that it is possible to accomplish almost anything, so long as you are not worried about who gets credit for it. TWG also seeks out talented and tenacious people who believe in what we do. We help our clients succeed by applying this team approach with talented individuals while delivering world-class technology solutions in unique.

TWG is in the business of delivering world-class technology solutions. To this end, it is imperative to have a close relationship with the developers of these solutions. This relationship is the "P" in our formula. TWG forges partnerships with companies that have developed the "Best in Class" technology solutions to meet the functional needs of our clients. In this way, TWG's team of talented individuals combined with the power of its partner network is a proven formula for success, both for our clients and our company.

History and Background

The Windward Group, LLC is a Louisiana Limited Liability Corporation, which was formed in 2001 for the purpose of acquiring a document imaging related company from which to build a larger Comprehensive Document Management Organization. The founder, Robert Rathe, Jr., was the former Owner/CEO of RACOM, one of the largest independent Document Management companies in the United States. After the sale of RACOM to LASON in 1998 Robert managed a substantial portion of LASON'S Document Capture business across the Western US.

In March 2003 The Windward Group acquired the Virtual Paper Company in Covington, La, and Ron Gitz, CPA, and principal of the Virtual Paper Company joined The Windward Group as a Managing Partner. Since that time the organization has been operated as a multipurpose Document Imaging Service Company.

Beginning in the late 1970's, Robert Rathe, Jr. became involved in the Houston, Texas market as an owner/manager of RACOM's predecessor companies Southern Microfilm Corporation and Business Micrographics Corporation. During that time he became affiliated with Minolta Corporation as one of their dealers first in New Orleans and later in Houston. Ultimately RACOM became Minolta's largest dealer in the US and was honored as the "Dealer of the Year" an unprecedented 5 times. In addition, RACOM received over 70 national awards from Minolta for performance in both sales and service during the 1980's and 1990's.

Today, TWG has state of the art office locations in New Orleans Louisiana, which serves as the company's Corporate Headquarters, as well as Houston and Dallas, Texas. Since its inception, The Windward Group has acquired three other imaging and content management companies, experienced strong year over year growth and is poised to become the preeminent imaging and content management organization in the country.

Our mission statement best defines our business philosophy as follows:

"We are a team of individuals each with unique talents oriented toward defining and solving the document management and information requirements that confront our business partners, who are our clients. We strive to produce innovative, cost effective, solutions for our partners, utilizing technology and the collective talents of the members of our company. Our success is measured by the degree of satisfaction and value we deliver in our products, services and systems to our partners".

APPLICATIONS

Fort Bend Tax Office has requested the off-site imaging services of The Windward Group for the digital conversion of their Tax Office Records. These assumptions were utilized to formulate our solution and estimated project cost.

ASSUMPTIONS

Based upon the information provided by Fort Bend County, The Windward Group production model and investment analysis are based upon the following assumptions:

Document Transportation

The Windward Group will coordinate bi-weekly (every two weeks) scheduled pick-up and deliveries via our Secure Van and driver.

Document Preparation

Fort Bend County Tax office will perform the required document preparation for these records. This includes removing all staples, paperclips fasteners and taping all small documents to 8 1/2 X 11 paper. When the documents arrive at The Windward Group they will be ready to be scanned via our high-speed InoTec scanners.

Document Scanning

All scanning will be performed in a production mode at 200 DPI into group IV TIFF Black and White images.

Indexing

The Windward Group will provide Fort Bend Tax office with an Access Based Bar-code generating program (Two Stations) that will allow Fort Bend Tax office to create the required index values for this initiative. The Fort Bend Tax Office will enter into the Bar-code program the index values and then it will generate a bar-code sheet that will be inserted into the file prior to the records being sent to The Windward Group.

Image Delivery

The Windward Group will provide Fort Bend Tax Office with a portable hard drive for the delivery of the images and the corresponding index values. The images and Meta data will be formatted into a PaperVision Data group format that will correspond to the existing PaperVision Imaging Solution and the two applications.

File Requests

Fort Bend Tax office will have 24/7 access to their records while they are being converted. Pre-authorized Fort Bend Tax office associates will facilitate a request via Fax and/or email. The Windward Group will fulfill each request via scan-on-demand services. We will deliver the requested file via Documentum eRoom. Additionally, eRoom can be utilized for any required document sign-off and QA/QC should it be required.

Document Return

The Windward Group will return the original documents to Fort Bend Tax office within 30 days of delivery of the original images. The original document will be placed back into their respected file folder and corresponding box. The Windward Group will provide Fort Bend Tax Office with an Inventory report for each box, for records retention and document destruction purposes.

THE WINDWARD GROUP PROJECT COORDINATORS

Solution Consultant

Mike W. Sample
Business Solutions Consultant
The Windward Group
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Houston, TX 77092

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Facsimile: 713-812-8210
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Operation Coordinator

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Management Liaison

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Email: dyoung@thewindwardgroup.net

SCOPE OF SERVICES

Staging of Files

The Windward Group will provide Fort Bend Tax office with the necessary boxes for this initiative. Fort Bend Tax office will be responsible for packing the boxes and labeling the end cap of each box.

Document Pick-up:

The Windward Group's designated project manager will coordinate scheduled bi-weekly pick-up and deliveries for this initiative.

Document Handling:

All of the pages that are contained in each folder will be captured in the order that they appear within that folder. The requirement set-forth by Fort Bend Tax Office does not require any integration of the file or any re-ordering of the pages. After the files have been scanned they will be placed back into their respected box without any re-prep and will await delivery back to Fort Bend.

Scanning Requirements:

The Windward Group will utilize INOTEC Scanners to capture the images into a Black & White images. All images will be captured at 200 DPI. The output will be multi-page TIFF images in a PaperVision Data Group Format

Index Description:

The Windward Group will provide Fort Bend Tax Office with an Access based bar code program for the creation of the required Index values for this initiative. Fort Bend Tax office will be responsible for validating that a copy of Access is loaded onto each workstation that will be used for the creation of the index values. This initiative has two applications; Daily Deposits and TX DOT Disabled Persons.

Quality Assurance:

Following completion of imaging and indexing, all images will be 100% inspected for image quality. All images or index points failing inspection will be re-scanned/re-indexed as required.

Client Image Inspection:

The Windward Group will be transferring captured images on an on-going basis for review and acceptance by Fort Bend County. Fort Bend County will have 30 business days to inspect the delivered images. If The Windward Group does not receive notification from Fort Bend County, then the deliverable will be deemed approved and accepted.

Document Management during Scanning Phase

Documents will be unavailable during the shipment period. After the shipment period, documents can be requested via an agreed upon method which will result in The Windward Group providing the requested files via scan-on-demand services, within 8 business hours to the authorized requestor. A maximum of three requests per day is allowable at no additional charge.

Document Retention/Destruction

Upon completion of the digital scanning process, The Windward Group will place the original documents back into their respected box, without re-prep for delivery back to Fort Bend County's Tax Office location.

Invoicing

The Windward Group will invoice Fort Bend County during each month of production for the work tasks that are completed.

Changes in Scope

The information provided within this Statement of Work is based on the information provided to The Windward group by Fort Bend County. Any changes made to this SOW may result in additional services and adjustment to the existing pricing model. Change requests must be submitted in writing by Fort Bend County (Section C) to the designated Windward Group team member.

The Windward Group's Houston Facility

The Windward Group has a state-of-the art 13,000 square foot facility that is located at 2519 Fairway Park Drive (I-610 & 290).

Parameter Security

- All exterior doors are equipped with a keypad and are monitored by a third party monitoring company
- All exposed windows and doors contain security bars

Interior Facility

- All exits are clearly marked and have DC power back-up in the event of a loss of power
- All Servers are contained within a secure rack and video monitored by our corporate office in Folsom Louisiana.
- Fire extensors are located throughout the facility per City of Houston Code

The Windward Group Associates

In order to provide our clients with the highest quality and maintain confidentiality of their records, The Windward Group utilizes the following strategies:

- All production associates undergo an extensive background and criminal history review prior to employment with The Windward Group
- A confidentiality agreement is signed by every associate.
- All production associates are employees of The Windward Group. We do not solicit labor from temp agencies.

Capture Hardware and Software

The Windward Group will utilize the following Hardware and Software Technology for Fort Bend Tax Office Records:

InoTec 510 Scanner – TWG is the master distributor for this German made production scanner. The fastest desktop scanner in the world, the Inotec 510 is able to scan up to 230 pages/m (460 images/m). Key features of this technology include:

- Digitizing Optical CCD - Camera with 400 dpi resolution
- Standard Resolutions 75, 100, 150, 200, 240, 300, 400 dpi
- Dynamic Binarisation MDIT with result preview
- Grayscale Images 8 Bit Color, 256 Grey levels
- Deskew / Cropping prior to binarisation on grayscale image
- Gamma Correction on grayscale images in the scanner - 10 Bit to 8 Bit or in the driver with result preview - 8 Bit to 8 Bit
- Color Filters optical filters Red, Red/Orange, Green, Blue
- Scan Background standard black and optional White Scan Background (for example for transparencies) interchangeable
- Document Feed automatic from stack with adjustable pressure or single sheet hand feed, integrated height adjustable work table with user memory function
- Max. Stack Height 45 mm (approx. 450 sheets of 80 gsm paper)
- Document Width 28mm to 317mm
- Output Hopper adjustable to document size, paper guides can be adjusted asymmetrically
- Standard Document Sizes A3, A4, A5, A6, A7, B4, B5, B6, B7, Legal, Letter, Double Letter
- User Formats from W 28mm x H 60mm to W 317,5mm x H 4000mm freely definable
- Feed Control Double Feed Check with Piezo Ceramic ultrasound sensor
- Paper Flow Control (PFC) with electronic length control on demand

- Indexing Scan counter plus four user definable event controlled counters for Document Indexing and Endorser, integrated patch code decoder with 15 definable recognition tracks

InoTec 4xl (to be used for smaller batches of documents and rescan)

- Adjustable scan speeds from 80 – 150 ppm
- Image Output bitonal, grey, color: multi-stream at up to 400 dpi
- Image Quality can be dynamic or static threshold
- Image Processing with MDIT Multi Dimensional Intelligent Thresh holding (Intec's version of Virtual Rescan)
- Flex Fed paper separation with piezoceramic ultrasonic sensors
- Operation is TSCP Touch Screen Communication Panel
- Automatic white calibration
- Document sizes .59" – 12.6" width and 2.35" – 160" length

Kofax Ascent Capture Platform – TWG has done extensive development of processes, batch management custom extraction, routing, decisioning, barcode recognition and many other customizations of the current implementation of Kofax. TWG will use this intellectual property and apply it to the Fort Bend project to standardize image file output, while creating a replicable known good image for document qualities of varying thresholds. The use of such software accommodates detailed image enhancement operations such as despeckle, deskew, noise removal, right siding, and many other image enhancement operations. Kofax is the world's leading high-volume document capture solution, used by more service bureaus than any other product. Some the basic features and functionality of the solution include;

- Automatic image correction and enhancement.
- Automatic form identification and document separation.
- Uses OCR, ICR and OMR to recognize machine-printed and hand-printed text in hundreds of languages, as well as bar codes, patch codes and check boxes.
- Integrates seamlessly with all workflow and content management applications.
- Certified to work with most production scanners.
- Turnkey reports help managers identify bottlenecks and re-deploy resources to achieve optimum processing efficiency.
- Central administrator controls setup and updates, grants user and group privileges, and monitors individual and station performance.
- Imports email and attached documents.
- Key from image validation.
- Enterprise edition provides support for high availability systems in mission critical implementations.

Kofax Ascent Capture allows The Windward Group to define a custom process for each of our customer's document types. The Kofax Batch Class is where TWG tells the software all the rules of how a batch of a certain document type must be treated. In the Batch Class, TWG defines a series of Queues through which batches of scanned or imported images are processed. The available Queues include but may not be limited to the following:

- Scan/Import,
- QA/QC,
- Recognition,
- Validation/Indexing and finally
- Release.

Within each Queue, TWG defines all the details about the documents, data extraction and exception handling processes. The Release Queue is the last process where we define how the index data and related images must be formatted for delivery or further custom processing.

The batches of images are named so that it is very clear who the customer is, what type of documents are contained in the batch and information from the production container/box internal to us. The Batch Manager is the name Kofax gives to the module where we monitor and control the batches as they flow

from one Queue and Status to another. We can automatically route or manually route batches in order to control the priority of workflow in the shop. Think of Kofax Batch Manager as a "Master Control System" for routing of batches and images.

TWG Security Program

The Windward Group will meet or exceed all data recovery and record security standards as articulated in this section of the RFP. The Windward Group is very serious about security and business continuity. The Windward Group will adhere to Fort Bend's processes and procedures in this area all as mutually agreed upon.

The Windward Group will meet or exceed all confidentiality and data security requirements standards as articulated in this section of the RFP. Specifically, The Windward Group has security systems (fire, burglar, temperature control) in place. The Windward Group also has access controlled areas for document storage and the actual conduct of the Fort Bend project such that only authorized individuals will have access to source documents and/or images data.

TWG Disaster Preparedness Program

The Windward Group will meet or exceed all record recovery and business continuity standards as articulated in this section of the RFP. Specifically, The Windward Group understands the importance of clear and precise standards and definitions as they relate to the Recovery Point Objective (RPO), Recovery Time Objective (RTO) and disaster declaration procedures. To this point specifically, The Windward Group will utilize its current footprint of three regionally offices, which are located in Houston, TX, Dallas Texas and Folsom Louisiana.

The Windward Group's Houston facility has 13,000 square feet of climate controlled warehouse and production space. We have the same capability to isolate both warehouse and production space exclusively for Fort Bend records.

The Windward Group's Dallas facility has 8,000 square feet of climate controlled warehouse and production space with the same capability of isolating storage and production for Fort Bend records.

The Windward Group's Folsom facility has 15,000 square feet of climate controlled warehouse and production space. We have the ability to isolate as much warehouse space as required to separate and secure OMV records from all other customer records.

The Windward group operates all three service bureaus on identical servers, operating system, scanners and Kofax Ascent Capture platforms giving us the ability to quickly load-balance our production as necessary. Once the initial project setup, testing and acceptance by Fort Bend tax Office has occurred, we will replicate all Kofax Ascent Batch Classes, custom software tools and all procedures in our Folsom and Dallas offices. We will train all operations managers, supervisors and lead operators in those two locations. With Fort Bend's permission, we will regularly send batches of completed Fort Bend records to these offices for refresher training so that we are always ready to change production locations. (This would only be required in the event that our Houston facility is without power for some prolonged period of time). With a simple forwarding order utilizing The Windward Groups document transportation and drivers, all documents would be routed to either Folsom or Dallas where our staff and facilities would be immediately available to produce the work.

The Windward Group will work with Fort Bend to determine disaster declaration processes and procedures, with clearly defined Service Levels expectation regarding the RPO and PTO.

TWG'S NFAP 232 Standards

The Windward Group's facilities meet the requirements set forth within this RFP for document image services. Our facilities are equipped with the necessary fire suppression (per code of each city) and we have built into our operations data back-up facilities, between our three facilities.

The NFPA 232 Standards pertains to storing and archiving records. The Windward Group's mirrored operation facilities incorporate fire extinguishers, independent monitored fire detection and the staff has undergone training for fire protection. As part of our project methodology we load balance the inbound

records for digital conversion in order to limit the exposure (time) that they are at our facility. Our goal is to capture in the paper in less than 5 business days. We are not a long term records storage facility. Additionally, once the records have been digitized, a copy is backed up onto our mirrored facilities. This process insures that in the event of a fire, The Windward Group can recreate the original records.

[SCHEDULES A-C TO FOLLOW]

SCHEDULE A
SALES ORDER

Customer: Fort Bend County Tax Office
 Address: 500 Liberty, Suite 101, Richmond, TX 77469
 Contact Name: Patsy Schultz
 Contact Phone: 281-341 3735
 Contact Email: schulpat@co.fort-bend.tx.us

Item Description	Unit Price	Quantity	Unit	Estimated Cost
Scheduled Bi-weekly pick-up and delivery	INC	INC	Per Box	\$0.00
Document Preparation (To Be performed by Fort Bend)	N/A	N/A	N/A	\$0.00
Black & White Scanning at 200 DPI	\$0.050	560,000	Per Image	\$28,000.000
Bar code Indexing program (Fort Bend provide Access Database Software)	INC	INC	Module	\$0.00
Indexing (Fort Bend To perform via Indexing Program)	N/A	N/A	N/A	\$0.00
Portable Hard Drive for Image Transfer	INC	INC	N/A	\$0.00
Professional Services for Consulting	INC	16	Hours	\$0.00
Project Estimate				\$28,000.00

This Sales Order is an estimated based upon the assumptions that are set forth within the enclosed Document. The Windward Group will invoice Fort Bend County for the actual volumes and services that will be provided in order to fulfill Fort Bend County's requirements. All quote pricing does not include any required taxes.

FORT BEND COUNTY

THE WINDWARD GROUP, L.L.C.

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

SCHEDULE B
CLIENT ACCEPTANCE & PROJECT IMPLEMENTATION FORM

Fort Bend County Tax Office has provided a representative sample set of documents to The Windward Group. This set of documents has been scanned and indexed in accordance with the enclosed SOW. Fort Bend is authorizing The Windward group to:

- Commence full scale scanning and indexing of documents

FORT BEND COUNTY TAX OFFICE

Signature: _____

Printed Name: _____

Title: _____

Date: _____

THE WINDWARD GROUP, L.L.C.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

**SCHEDULE C
CHANGE ORDER FORM**

Submitted By:	Change Number:
Date:	

Change Request
Description of Requested Change
Reason for Change

Proposed Solution
Description of Proposed Solutions
Work Affected
Cost Estimate
Impact on Schedule

Authorization	
The Windward Group	Fort Bend County