



COMPU-DATA
International, LLC

**Webb County District Clerk
DOCUMENT IMAGING
STATEMENT OF WORK**

November 4, 2019

COMPU-DATA International, LLC

2203 Timberloch Place, Suite 100
The Woodlands, Texas 77380

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COMPU-DATA INTERNATIONAL, LLC
Document Imaging Statement of Work

COMPU-DATA International, LLC PROPRIETARY INFORMATION

The information contained in the document is confidential and is intended only for the privileged use of Webb County District Clerk. Any review or other use, distribution, dissemination, reproduction or taking of any action in reliance upon this information by individuals, companies or entities, other than the intended recipient, is strictly prohibited.

Copyright and Trademark Acknowledgement

All brand names and product names referenced in this document are trademarks of their respective holders.

Previous Proposal(s) Null and Void

This proposal replaces all previously submitted proposals relating to the matter this proposal addresses and therefore all such previously submitted proposals are considered Null and Void.

This proposal is valid for thirty (30) calendar days from the date listed on page one.



Table of Contents

Background	4
Certifications & State Contracts.....	4
Name and Type	4
Statement of Work	5
Project Scope	5
Document Pickup and Delivery Requirements	5
Prepping Requirements	5
Scanning Requirements	5
Indexing Requirements	5
Data Delivery Requirements	6
Approval Process.....	6
Project Start Date.....	7
Estimated Project Duration.....	7
Training and Support	7
Project Personnel.....	8
Pricing.....	9
Payment Terms and Conditions	10
Accounts Payable Contact.....	10
Services Agreement	11
COMPU-DATA International, LLC Typical Service Scope	14
COMPU-DATA Imaging Quality Philosophy:	14
Box and Document Preparation:	15
Capture Process & Stage I Quality Control:	15
Stage II Quality Review:	16
Stage III Metadata Quality Review:.....	16
Summary of File Conversion and Compression Techniques	17
Data Approval Process	17
Document Destruction.....	17



COMPU-DATA INTERNATIONAL, LLC
Document Imaging Statement of Work

Background

The Unstructured Information Management Company™

Our Mission: *Empower Users to access information instantly and without barriers to uncover knowledge through technology*

Founded in 1998 by the current President and CEO, Juan J. Celaya, COMPU-DATA International, LLC (CDI) specializes in the capture, index, search, and retrieval of unstructured data. Process automation and integration, as well as data security, also are key components of CDI's core services. Together, these offerings enable your organization to make your unstructured data work for you.

Certifications & State Contracts

CDI is a DBE & MBE certified by the Texas Unified Certification Program, and a Texas HUB company whose products and services are available through the following government contracts:

- CDI Texas DIR Contract #DIR-TSO-3665
- CDI Texas DIR Contract #DIR-TSO-3902



Name and Type

Name: COMPU-DATA International, LLC

Type: Limited Liability Company

Principal Office: 2203 Timberloch Place, Suite 100, The Woodlands, Texas 77380



Statement of Work

Exhibit A

Project Scope

COMPU-DATA will prepare, scan and index approximately 1,067,000 images for the Webb County District Clerk. Documents will be picked up and delivered for approximately 2,134 books. They will be uploaded to the Virtual FileRoom™ software for review and access during the scanning project. Once completed, Webb County District Clerk will decide if they wish to remain with the hosting service from COMPU-DATA or deliver the data via flash drive and/or work with their case management software to transfer data.

Document Pickup and Delivery Requirements

COMPU-DATA will pick up and deliver books to the scanning facility. Once completed, COMPU-DATA will return the books in their original condition.

Prepping Requirements

COMPU-DATA will prepare all documents for scanning removing staples and paper clips, repairing pages as needed, and inserting document separators.

Scanning Requirements

All documents will be scanned at 300 dpi in black and white. Large format scanning

Indexing Requirements

The index fields to be captured are as follows:

Field Name	# of Characters	Data Type	Required?	Default Value
Book Name	45	Alpha-Numeric	Yes	Book name

Name of book is on the cover. Example "Criminal Minutes 111th District Court Vol. 1"

Indexing: 2,134 books

Separated by court and type:



COMPU-DATA INTERNATIONAL, LLC
Document Imaging Statement of Work

49th Civil- 23-117 (95 books)
49th Criminal- 13-241 (229 books)
49th Juvenile- 1-3
49th Eminent Domain- 1
49th Tax- 5-358 (354 books)
111th Civil- 9-197 (189 books)
111th Criminal- 1-4
111th Juvenile- 1-16
111th Eminent Domain- 1
341st Civil- 1-67
341st Criminal- 1-80
341st Juvenile- 1-6
406th Civil- 1-52
406th Criminal- 1-6
County Court at Law #1 Civil- 1-685
County Court at Law #2 Civil- 1-342
County Court at Law Eminent Domain- 1-2
County Court at Law Adoptions- 1-2

Data Delivery Requirements

Listed below are the requirements for the delivery of the data from COMPU-DATA to Webb County District Clerk. Provide all the delivery requirements including, but not limited to, the following:

1. File type (PDF, Searchable PDF, TIFF, etc.)
2. Folder structure where the scanned files need to be stored
3. File naming convention
4. Metadata format (XML, XLS, CSV, TXT, etc.)
5. Method of delivery (Hard Drive, USB, FTP, VFR, etc.)
6. Will the documents be destroyed or returned to the customer?

Approval Process

COMPU-DATA International, LLC will upload the processed images/documents into its exclusive Virtual FileRoom™ (VFR), hosted on our secure Cloud environment. As part of the deliverable process, your staff must log into the VFR system to review the work ready for your review and approval. You will receive an email each time data is loaded and ready for your approval; approximately daily. At that time, you are allotted 3 working days to approve or identify any corrections that need to be addressed. At the end of the 3 working days, the data will be considered approved.



COMPU-DATA INTERNATIONAL, LLC
Document Imaging Statement of Work

Project Start Date

<<List the start date for the project>>

Estimated Project Duration

<<Provide an estimated duration for the scanning project.>>

Training and Support

COMPU-DATA will schedule a remote training session for your document reviewers. In this training, we will cover the use of VFR for document review, including accessing and logging into the application, basic customizations, searching and retrieval of documents, and the review and approval process. Typically, this training requires approximately one hour to complete.

In addition, throughout the course of the scanning project, COMPU-DATA support will be available to assist with any questions or issues that may arise.



Project Personnel

The COMPU-DATA International project team will include the following members and respective functions:

1. **Project Manager**
Responsible for overall project success and customer liaison
2. **Supervisors**
Day to day supervision of staff activities and problems resolution
3. **Document Preparation Staff**
Responsible for preparing documents in batches that are going to be scanned. Sample tasks: remove all clips, bands, staples, and other fasteners from folders and from multi-page documents. Use an appropriate tool to prevent tearing or otherwise damaging the documents.
4. **Document Scanning Staff**
Responsible for pre-scanning decisions, document scanning, indexing, etc.
5. **Quality Control Staff**
Quality checks will be performed at periodic intervals throughout the document prepping, capture and indexing process. During these checks, random samples of the documents are collected, both manually and electronically, and checked against project metrics to ensure both the quality of the image and the accuracy of the metadata.



COMPU-DATA INTERNATIONAL, LLC
Document Imaging Statement of Work

Pricing

- Total # of Books (2,134)
- Indexing book name. Separated by Court and Type. - \$1,440.45
- Pick up and Return of Books - \$2,000
- Initial Set Up - \$1,000
- Digital Imaging (Estimating 500 pages per book) - \$53,350
- Book Prep and reassemble - \$32,010

ESTIMATED TOTAL: \$89,800.45

Webb County will have 5 months of Virtual FileRoom™ software FREE of charge, to store, search and retrieve the digital images easily and instantly.



Payment Terms and Conditions

Payment is due upon receipt of invoice. COMPU-DATA International, LLC will invoice weekly for all scanning work accepted at time of invoices and all deliverables completed at time of invoicing.

Accounts Payable Contact

- Name:
- Title:
- Office Phone:
- Email Address:
- Billing Address:
- Billing City:
- Billing State:
- Billing Zip:

Describe the process COMPU-DATA must follow, if any, to submit its invoices, such as the need for a Purchase Order from the customer:



Services Agreement

This Services Agreement ("Agreement") is entered into as of <<DATE>>, between COMPU-DATA International, LLC. 2203 Timberloch Place, Suite 100, The Woodlands, Texas 77380 ("CDI") and **Webb County** ("Customer").

WHEREAS, CDI desires to assist Customer by providing certain services to Customer; and

NOW, THEREFORE, in consideration of the foregoing and of the following mutual promises, the parties hereto agree as follows:

1. **Scope:** CDI agrees to perform for Customer, effective immediately, activities described in the Exhibit A, Statement of Work (the "Services").
2. **Term and Termination:** This Agreement commences upon execution and shall remain in effect for a term of 45 days, unless terminated at any time by either party earlier. Upon termination, Customer shall, within ten (10) days of termination, pay CDI for all work performed up to and including the date of termination. No Party may amend or change this Agreement without the consent of the other Party.
3. **Limited Warranty.** CDI warrants, solely for the benefit of Customer, that the Services will be performed in a workmanlike manner in accordance with generally accepted industry standards and CDI's then current policies and procedures and the conclusions and recommendations made to the Customer are based upon information available at the time of delivery.
4. **DISCLAIMER OF WARRANTIES.** EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, CDI DOES NOT MAKE ANY WARRANTY, EXPRESS OR IMPLIED, WRITTEN OR ORAL, WITH RESPECT TO THE SERVICES RENDERED BY ITS PERSONNEL OR THE RESULTS OBTAINED FROM THEIR WORK, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR OF ERROR-FREE, VIRUS-FREE OR UNINTERRUPTED USE OF ANY DELIVERABLE PROVIDED HEREUNDER.
5. **LIMITATION OF LIABILITY.** IN NO EVENT SHALL CDI'S CUMULATIVE LIABILITY TO CUSTOMER FOR ANY CLAIM ARISING IN CONNECTION WITH THIS AGREEMENT EXCEED THE TOTAL FEES AND CHARGES PAID TO CDI BY CUSTOMER PURSUANT TO THIS AGREEMENT. IN NO EVENT SHALL CDI BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF OR OTHERWISE RELATING TO THE SERVICES OR THE USE OR PERFORMANCE OF THE DEVELOPED WORK OR ANY COMPONENTS THEREOF, HOWEVER CAUSED, EVEN IF CDI HAS BEEN ADVISED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES.
6. **Confidentiality.** During the term of this Agreement each party (the "Disclosing Party") may, from time to time, communicate information to the other party (the "Receiving Party") or its employees, or the Receiving Party or its employees or agents may learn or acquire certain information from the Disclosing Party. The Receiving Party and its employees and agents will hold in confidence all such information which is designated as "confidential" by the Disclosing Party ("Confidential Information"), and will not disclose any part thereof without the prior written consent of the Disclosing Party. The Receiving Party will take reasonable precautions to limit the use and circulation of such Confidential Information to the extent necessary to perform its obligations under this Agreement. The obligations set forth in this Section will not apply to any information that (a) is or becomes available to the public through no breach of this Agreement; (b) was previously known by the Receiving Party without any obligation to hold it in confidence;



COMPU-DATA INTERNATIONAL, LLC
Document Imaging Statement of Work

(c) is received by the Receiving Party from a third party free to disclose such information without restriction; (d) is independently developed by the Receiving Party without the use of the Confidential Information of the Disclosing Party; (e) is approved for release by written authorization of the Disclosing Party, but only to the extent of such an authorization; or (f) is disclosed in response to a valid order of a court or other governmental body, but only to the extent of and for the purposes of such order and only if the Receiving Party first notifies the Disclosing Party of the order and permits the Disclosing Party to seek an appropriate protective order. The provisions of this section shall survive termination of this Agreement for a period of three (3) years.

7. **Ownership of Intellectual Property.** CDI will have and maintain ownership of all copyrightable works and other intellectual property rights created or produced by CDI while performing the Services for Customer, except to the extent otherwise set forth in an otherwise applicable Statement of Work. Customer shall have and retain ownership of all copyrightable works and other intellectual property rights owned by Customer prior to the date of this Agreement.
8. **Relationship between Parties:** The relationship between Customer and CDI during the period of this Agreement shall be that of independent contractor. In performing the services under this Agreement, both Parties shall operate and have the status of independent contractor, Neither Party shall have the authority to enter into any contract binding the other Party, or create any obligations on the part of the other Party, except as may be specifically authorized by the other Party. CDI will be responsible for determining the means and the methods for performing the services described in this Agreement.
9. **Notices:** Notices related to this Agreement shall be in writing, and shall be made by overnight delivery, or first-class mail.
10. **Headings:** The subject headings of the paragraphs of this Agreement are included for convenience only, and shall not affect the construction or interpretation of any of the provisions of this Agreement.
11. **Waiver:** No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision hereof nor shall such waiver constitute a continuing waiver and no waiver shall be binding unless executed in writing by the party making the waiver. Neither party's continued performance under this Agreement following a breach hereof or default hereunder by the other party shall be deemed a waiver of such breach or default.
12. **Assignment:** Neither party hereto may assign or transfer its duties or obligations under this agreement without the prior written consent of the other party hereto, which consent will not be unreasonably withheld.
13. **Severability:** If any provision of this Agreement shall be declared invalid, by statute or otherwise, then such provision shall be deemed automatically adjusted to conform with the requirements for validity declared at that time and, as so adjusted, shall be deemed a provision of this Agreement as if originally included herein. In the event the provision invalidated cannot be so adjusted, the provision shall be deemed deleted from this Agreement as though the provision had never been included herein. In either case, the remaining provisions of this Agreement shall not be affected thereby.
14. **Force Majeure:** No party to this Agreement shall be liable for damages arising from a delay in performance, or a failure to perform caused by any accidents, fire, labor dispute, strike, riot, war,



COMPU-DATA INTERNATIONAL, LLC
Document Imaging Statement of Work

governmental regulation, acts of God or other causes over which the party has no control, or which the other party could not have been reasonably expected to avoid.

15. **Governing Law; Venue and Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without reference to conflicts of laws provisions thereof. Any action brought by any party hereunder shall be venued in Harris County (State of Texas) or the Southern District of Texas (Federal Court), as the case may be and as designated by CDI, and both parties consent to the jurisdiction of such courts
16. **Execution by Counterparts:** This Agreement may be executed in counterparts, each copy of which, when executed and delivered shall be an original, but all of the copies shall together constitute one and the same instrument. Facsimile transmission of an executed counterpart to the remaining parties shall be sufficient to fully bind the parties whose signatures are set forth on the transmission of said counterpart.

IN WITNESS THEREOF, the parties hereto have executed this Agreement on the day and year first above written.

CLIENT:

By: _____

Name: Tano E. Tijerina

Title: Webb County Judge

Date: 11/15/19

COMPU-DATA International, LLC

By: _____

Name: Carlos Gutierrez

Title: VP of Sales & Marketing

Date: 10/1/2019



COMPU-DATA International, LLC Typical Service Scope

(provided as a reference only)

COMPU-DATA International will implement a Quality Assurance and Control Plan tailored to reach our customer's goals, and validate the implementation of the plan for the duration of the contract. Quality Assurance and Control is a cradle-to-grave process integrated from contract award through the capture process, quality review of images and data, evolving through the initial stages of the project and culminating in the delivery of digital documents and data. Throughout the project life cycle, quality assurance feeds back into the capture process, adjusting the process toward continual improvement based on the operational changes and conditions of the collection being processed.

The latest available technology in imaging hardware and software will be utilized to expedite the capture process, while operators and analysts will provide human oversight and quality control of image definition and metadata accuracy. Images and data will be checked at multiple stages within the conversion process to identify any deficiencies in image quality, data validation or other issues.

COMPU-DATA's project manager will provide oversight on imaging personnel and processes, and will be responsible for the resulting quality of images and data. The on-site operations manager or supervisor will manage the day-to-day activities and quality of the deliverables.

COMPU-DATA Imaging Quality Philosophy:

All members of the project team will consistently focus their efforts to provide the highest quality digital product, defined as:

1. Optimal image quality subject to the client-specified resolution – factors considered include image brightness, contrast, despeckling, deskewing, deshading, folded corners covering readable data and black border removal.
2. To enhance the OCR recognition rates to the extent practical given source document quality and image resolution.
3. To maximize the success of the image conversion rate to PDF.
4. To minimize the number of page orientation errors.
5. To minimize the number of blank pages included in the final output of digital documents.

While the COMPU-DATA team strives for perfection in the final electronic documents and respective data, each project has its own intrinsic limiting factors. Some examples relevant to this project include the collection volume, the quality and state of the paper being processed, conversion production rate changes or other time constraints, available resources as well as existing and available technological capabilities. The challenge is to mitigate these factors to the extent possible and practical.



COMPU-DATA INTERNATIONAL, LLC
Document Imaging Statement of Work

Box and Document Preparation:

The primary purpose of this step is to properly separate the individual documents and expedite the scanning process by ensuring that the documents are arranged properly and can be physically transported through the selected scanning equipment with minimal intervention on the part of the operator. Production scanning rates at the level required under this project make this factor critical to its success.

For this project, COMPU-DATA personnel will be responsible for box and document preparation. This includes, as needed: The removal of all bindings, paper clips, staples, etc., correct orientation of the individual pages in each document, inserting a patch code document separator at the front of each document, and any other preparation required to ensure that each individual document will pass through the scanner with no damage. When the scanning work is completed, depending on the project specifications, the materials either will be destroyed, or they will be re-boxed, quality checked and then transported by CDI personnel to the Webb County District Clerk storage location.

Capture Process & Stage I Quality Control:

The paramount concern relative to the conversion of the several document types is the image quality of the digital rendition. Without legibility, the content cannot be read visually on a display, full-text search rates are adversely impacted, and the content becomes of little value to the end user. In a high production environment, it is critical to leverage the proper imaging hardware and software technology and processes available against the various types of documents to facilitate feeding the scanners at their rated speed while optimizing image quality.

Each scanning workstation will be configured through software with the following settings:

1. Output Resolution – minimum of 300 DPI
2. Output File format(s) – Searchable PDF
3. Automatic page rotation – off*
4. Deskew at or less than 12°
5. Despeckle-on
6. Blank page automatic deletion – less than 1,000 bytes**

* Initial setting. Page orientation errors during document preparation require operators to have this feature engaged.

**Effectiveness of setting will be analyzed and adjusted as needed.

Each document will be preconfigured during document preparation for separation and with metadata fields as specified by Webb County District Clerk. This will be accomplished in an automated fashion, populating data through the utilization of 2D bar and patch codes inserted.

Scan operators will remove paper documents from boxes and position them in the scanner's automatic document feeder (ADF) in the orientation established during document preparation. As scanning begins, the scan operator will monitor the images and the data extracted from the bar codes as they



COMPU-DATA INTERNATIONAL, LLC Document Imaging Statement of Work

display on the screen to identify issues with image quality and legibility, orientation, and to identify blank pages that have not been deleted by the software. Any images caught at this stage of the quality process will be corrected via the software in the case of orientation and blank pages or through modification of camera settings and rescan to improve sub-standard image brightness, contrast, etc. Additionally, the software is configured to flag documents missing data from the primary barcode.

Stage II Quality Review:

After a batch of documents is scanned, the images will be routed to a Quality Assurance (QA) Operator who begins the second quality control process. It is the responsibility of the QA Operator to ensure that each document is imaged and meets or exceeds COMPU-DATA and/or the Webb County District Clerk quality requirements and those errors are identified and corrected. Steps in the quality control process include the following:

- The QA operator will check the visual legibility at screen resolutions of an image on the display. The purpose of this step is to make sure that an image can also produce viable text. If the display image is not legible, the source image will be reviewed to determine if a rescan of that image will be required.
- The QA operator will validate that images are upright and right-reading to the extent practical. The QA operator will rotate the image as necessary to emulate the original page format. Exceptions requested by Webb County District Clerk will be added to the exception list.
- The QA operator will search for blank pages and all pages identified as blank images will be deleted prior to release. The QA operator will validate that truly blank images are removed by verifying questionable images with an electronic magnifying glass to ensure valid pages are not deleted. Since the software analysis is fallible, bias will be toward retention of pages to ensure that actual data is not deleted from the electronic files.

Stage III Metadata Quality Review:

Two final processes take place in verifying that data was extracted from the barcodes. Daily, there is an automated process that reviews every document scanned and ensures that data has been extracted from the barcodes associated with each document. Finally, one last random check on the metadata extracted is performed by the operations manager after all boxes have been selected for inclusion into the weekly Transmittal.

Any errors found during these two processes are immediately addressed by reprocessing the specific document and readying it for inclusion into the weekly Transmittal.



COMPU-DATA INTERNATIONAL, LLC
Document Imaging Statement of Work

Summary of File Conversion and Compression Techniques

COMPU-DATA uses industry standard file conversion and compression techniques such as PDF, Searchable PDF, TIFF, JPEG, PNG, etc. The customer should select the format(s) that are most appropriate for its project.

Data Approval Process

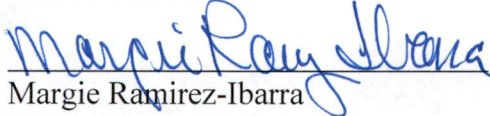
COMPU-DATA International, LLC will upload the processed images/documents into its exclusive Virtual FileRoom™ (VFR), hosted on our secure Cloud environment. As part of the deliverable process, your staff must log into the VFR system to review the work ready for your review and approval. You will receive an email each time data is loaded and ready for your approval; approximately daily. At that time, you are allotted 3 working days to approve or identify any corrections that need to be addressed. At the end of the 3 working days, the data will be considered approved.

Document Destruction

COMPU-DATA can provide complete document destruction services for an additional fee. This service can be provided both for documents we first scan and digitize, and for documents that your organization wishes only to be destroyed.


COMPU-DATA uses a third-party service for document destruction. However, all document destruction occurs under the supervision of COMPU-DATA representatives. Once destroyed, proof of destruction will be provided to you in the form of a Certificate of Destruction.

ATTESTED:


Margie Ramirez-Ibarra
Webb County Clerk



APPROVED AS TO FORM:


Ramon A. Villafranca, Jr.
Webb County Civil Legal Division*

*By law, this office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval of their own respective attorney(s).

*Passed and approved by the Webb County Commissioners Court
On November 12, 2019; item no. 8 j .*

MARGIE R. IBARRA
COUNTY CLERK
FILED

2019 NOV 19 PM 5:01

WEBB COUNTY, TEXAS

BY VR DEPUTY

Margie R. Ibarra