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WEBB COUNTY, TEXAS

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COMPU-DATA
International, LLC

Webb County District Clerk
DOCUMENT IMAGING
STATEMENT OF WORK

February 10, 2023

COMPU-DATA International, LLC

14610 Falling Creek Dr.
Houston, TX 77068
www.cdilac.com

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COMPU-DATA INTERNATIONAL, LLC
Document Imaging Statement of Work

COMPU-DATA International, LLC PROPRIETARY INFORMATION

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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	5
Certifications & State Contracts.....	5
Name and Type	5
Statement of Work.....	6
Project Scope	6
Document Pickup and Delivery Requirements	6
Prepping Requirements	6
Scanning Requirements	6
Indexing Requirements	6
Data Delivery Requirements	7
Approval Process.....	7
Project Start Date.....	7
Estimated Project Duration.....	7
Training and Support.....	7
Data Retention Policy.....	7
Project Personnel.....	8
Project Security	9
Transportation	9
CDI Scanning Operations.....	9
Data on Demand™ and Virtual FileRoom™	9
Records Destruction.....	9
CDI Team Members.....	10
Pricing.....	11
Scanning Detail.....	11
Billing Schedule, Payment Terms, and Conditions	12
Billing Schedule	12
Payment Terms	12
Accounts Payable Contact.....	12
Services Agreement	13
COMPU-DATA International, LLC Typical Service Scope	16
COMPU-DATA Imaging Quality Philosophy.....	16
Box and Document Preparation.....	17

COMPU-DATA INTERNATIONAL, LLC
Document Imaging Statement of Work



Process & Stage I Quality Control 17

Stage II Quality Review..... 18

Stage III Metadata Quality Review..... 18

Summary of File Conversion and Compression Techniques 19

Data Approval Process 19

Document Destruction..... 19

Document Delivery 19



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-CPO-4827)
- Purchasing Cooperative of America: PCA 3-183-17 Document Management Software/Programs For Administrative Records
- Goodbuy Purchasing Cooperative: Contract # 21-22-6D000



Name and Type

Name: COMPU-DATA International, LLC
Type: Limited Liability Company
Principal Office: 14610 Falling Creek Dr. Houston, TX 77068



Statement of Work

Exhibit A

Project Scope

COMPU-DATA will prepare, scan and index approximately 725,400 images for the Webb County District Clerk. Documents will be picked up and delivered for approximately 558 Docket Books. They will be uploaded to the Virtual FileRoom™ software for review and access during the scanning project. Once completed, they will remain in the Virtual FileRoom™ library for easy access.

Document Pickup and Delivery Requirements

COMPU-DATA will pick up and deliver books to the scanning facility in Houston, TX. Once completed, COMPU-DATA will return books to the client.

Prepping Requirements

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

Scanning Requirements

All documents will be scanned at 300 dpi in color.

Indexing Requirements

The index fields to be captured are as follows:

Tax Case Fee Cards

Field Name	# of Characters	Data Type	Required?	Default Value
Name of Book	40	Alpha-Numeric	Yes	

Books will need to be split up into multiple documents due to the number of pages.

Example: Title of Book-1, Title of Book-2, Etc.



COMPU-DATA INTERNATIONAL, LLC Document Imaging Statement of Work

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

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 5 working days to approve or identify any corrections that need to be addressed. At the end of the 5 working days, the data will be considered approved.

Project Start Date

TBD

Estimated Project Duration

5-7 months.

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.

Data Retention Policy

COMPU-DATA maintains backups of customer images and metadata on its secure internal network so that corrections can be made, or lost data may be restored. COMPU-DATA will maintain these data backups for sixty (60) calendar days after the data is either uploaded into Virtual FileRoom™ or delivered to the customer. After this sixty-day period expires, all backups will be permanently deleted from COMPU-DATA's internal network.



COMPU-DATA INTERNATIONAL, LLC Document Imaging Statement of Work

COMPU-DATA does provide the option for data backups to be retained longer than sixty days for an additional charge. If interested, please request a price quote.

NOTE: This retention policy does not affect data loaded into the Virtual FileRoom™ system.

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. The project manager will liaise with Webb County District Clerk personnel on a frequent, regular basis to provide project updates, and communicate and address concerns.
2. Supervisors
Day-to-day supervision of staff activities and problems resolution. The operation supervisors are responsible for the efficient allocation of staff to satisfy preset production goals. They ensure the proper and timely resolution of any document quality issues identified by Webb County District Clerk staff as part of the document approval process, and they fulfill any special document digitization requests made by Webb County District Clerk staff.
3. Document Preparation Staff
Responsible for preparing documents in batches that will be scanned, such as removing all clips, bands, staples, and other fasteners from folders and from multi-page documents.
4. Document Scanning Staff
Responsible for pre-scanning decisions, document scanning, indexing, etc. The paramount concern 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.
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. It is the responsibility of the QA Operator to ensure that each document's image quality and index accuracy meets or exceeds COMPU-DATA's and/or Webb County District Clerk's quality requirements and correct any errors they may discover.



COMPU-DATA INTERNATIONAL, LLC
Document Imaging Statement of Work

Project Security

Transportation

Webb County District Clerk's documents will be transported solely by CDI personnel who have been pre-screened through national background checks and fingerprinting. All transport trucks are locked and secure.

CDI Scanning Operations

Physically, CDI's scanning operation is in a secure facility with 24-hour, 7-day alarm system monitoring for break-ins and fire. The system features fifteen security cameras monitoring every room inside the building and the entire external property. Access to the scanning operations is limited to two doors with automatic locks that are opened only by supervisory staff. Once inside the scanning facility, all photographic devices, such as cameras and cell phones, are strictly prohibited. All employees must leave the facility to use their cell phones.

Equally important is CDI's network security. All computer users log into the scanning domain using personal user accounts, whose passwords adhere to federal network security requirements. Once logged in, group policies prevent users from accessing the internet, and from using removable media such as USB flash drives.

The network itself rests behind a Fortinet firewall, with external access only possible through a VPN using specific user accounts. All servers and data drives reside in a locked computer room accessible only by management and with a security camera monitoring all activity. During scanning, data never rests on local machines, but only on these secured servers.

Data on Demand™ and Virtual FileRoom™

CDI's cloud servers adhere to all CJIS and HIPAA security requirements. Physical servers are in a secure facility in Dallas, TX with external access only possible through secure VPNs. All data is backed up daily with a 14-day retention period.

Once in the cloud, documents are accessed through Virtual FileRoom™ using individual user accounts and over a secure, 256-bit encrypted internet connection. Additionally, all documents are encrypted with our advanced security 256-bit encryption Circle of Trust solution that maintains a file's encryption whether that file is at rest, in transit, or in use. Our Circle of Trust advanced security allows only authorized devices to successfully access the content of the files.

Records Destruction

Documents are destroyed on-site at our scanning facility only; never at an off-site location. Therefore, CDI personnel monitor all document destruction, and will provide certificates of destruction to Webb County District Clerk. Further, Webb County District Clerk personnel will have the option to be present during all document destruction, either in person or through a video call.



COMPU-DATA INTERNATIONAL, LLC
Document Imaging Statement of Work

CDI Team Members

During the hiring process, all CDI team members first must successfully pass a national background check, a 10-panel drug screen, and a fingerprint check. Any prior felony, Class A, or Class B misdemeanor convictions, or any positive drug test results will disqualify that candidate from employment with CDI.



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Document Imaging Statement of Work

Pricing

Scanning Detail

- Estimated 725,400 images.
- Estimated 558 Docket Books.
- COMPU-DATA will transport and deliver books to the scanning facility.
- Set up of scanning project
- Prepping of documents
- Digitizing of paper files
- Capture of index information
- Set up of Virtual FileRoom™ library for hosting and access of files for review
- 1 year of Virtual FileRoom™ Software subscription at no additional charge (\$6,790.96 Value)
- Return books to client

ESTIMATED TOTAL: \$73,565.00

NOTE: All pricing is subject to change based on changes to Federal or Texas State Minimum Wage requirements.



COMPU-DATA INTERNATIONAL, LLC
Document Imaging Statement of Work

Billing Schedule, Payment Terms, and Conditions

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

Billing Schedule

Invoices are created and delivered on a weekly basis. Invoices are delivered with computer-generated Work Orders ("WO") containing all boxes loaded into Virtual FileRoom™ for review.

Payment Terms

Payment Terms are Due Upon Receipt.

Accounts Payable Contact

- Name: Esther Degollado
- Title: District Clerk
- Office Phone: 9565234268
- Email Address: edegollado@webbcountytexas.gov
- Billing Address: 1110 Victoria St #203
- Billing City: Laredo
- Billing State: Texas
- Billing Zip: 78040



COMPU-DATA INTERNATIONAL, LLC
Document Imaging Statement of Work

Services Agreement

This Services Agreement ("Agreement") is entered into as of <<DATE>>, between COMPU-DATA International, LLC, 14610 Falling Creek Dr, Houston, Texas, 77068 ("CDI") and **Webb County, Texas for the Webb County District Clerk** ("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; (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; or (g) disclosure is required pursuant to the Texas Public Information Act. 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 Webb County (State of Texas) or the Southern District of Texas (Federal Court), Laredo Division, 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:

COMPU-DATA International, LLC

By: 

By: 

Name: Tano E. Tiveria

Name: Carlos Gutierrez

Title: County Judge

Title: VP of Sales & Marketing

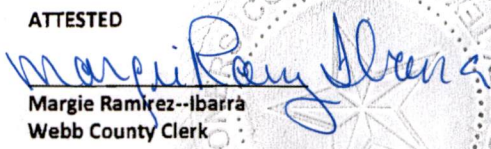
Date: 3/2/23

Date: 2/28/23

APPROVED AS TO FORM:

ATTESTED


Fortunato Paredes


Margie Ramirez-Ibarra
Webb County Clerk

Chief Assistant General Counsel
Civil Legal Division

The General Counsel, Civil Legal Division's 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 February 27, 2023 Item no 6b.



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 is 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 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 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
EXHIBIT "A"

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.

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 must be preconfigured during document preparation for separation and with metadata fields to support project specifications. 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 monitors image quality and the data extracted from the bar codes as they display on the screen to identify issues with image quality, legibility, orientation, and 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.



COMPU-DATA INTERNATIONAL, LLC
Document Imaging Statement of Work
EXHIBIT "A"

Stage II Quality Review:

After a batch of documents is scanned, the images are 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's image quality and index accuracy meets or exceeds COMPU-DATA's and/or Webb County District Clerk's quality requirements and correct any errors they may discover. Steps in the quality control process include the following:

1. The QA operator checks 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.
2. The QA operator validates 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.
3. The QA operator searches 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 is successfully extracted from the barcodes. Daily, there is an automated process that reviews every document scanned and ensures all 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 Work Orders.

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



COMPU-DATA INTERNATIONAL, LLC
Document Imaging Statement of Work
EXHIBIT "A"

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, CJIS-compliant 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 approval; approximately daily. At that time, you are allotted 5 working days to approve or identify any corrections that need to be addressed. At the end of the 5 working days, the data will be considered approved.

Document Destruction

Physical documents will be destroyed only after receiving written approval from Webb County District Clerk. COMPU-DATA provides complete document destruction services for an additional fee if not already included in your scanning detail. This service is 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 Texas Security Shredding, <https://texassecurityshredding.com/> for document destruction. However, all document destruction occurs under the supervision of COMPU-DATA representatives and all record destruction is done onsite; No records are ever shipped to a destruction facility. Once destroyed, proof of destruction is provided to you in the form of a Certificate of Destruction.

Document Delivery

Webb County District Clerk data will be delivered in the preferred format, typically Searchable PDF, on preferred media, such as an external hard drive, and with the index data formatted to specifications. In the end, CDI stands ready to meet the Webb County District Clerk's requirements for its data format and delivery method.