

AGREEMENT RFP 2023-003

ARPA Project - Preservation of Case Files (Project 22)

This agreement is made and entered into by and between WEBB COUNTY, a political subdivision of the State of Texas, acting by and through its County Judge, as authorized by its Commissioners Court, hereinafter referred to as “Webb County” for the benefit of the Webb County Clerks Office, and Kofile Technologies, Inc 6300 Cedar Springs Road, Dallas, TX 75235, a (that provides primarily the preservation of historical documents hereinafter to as (“Kofile”).

WHEREAS, the Webb County Clerk’s Office is required to maintain, preserve, and archive historical documents; and

WHEREAS, Webb County was awarded a American Rescue Plan Act (“ARPA”) grant to cover the cost of various projects including the preservation of documents.

WHEREAS, Webb County by and through the Texas Purchasing Act publicly announced and solicited Request for Proposals in RFP 2023-003 ARPA Project - Preservation of Case Files (Project 22); due by January 31 2023 (**Attached as Exhibit D and F**); and

WHEREAS, in accordance with Texas Procurement Laws and with the Code of Federal Regulations §200.318 - §200.327 (General Procurement Standards) authorizes the Commissioners Court to enter into an Agreement to preserve said documents; and

WHEREAS, Kofile was awarded this Agreement by Commissioners Court on February 13, 2023 after having heard and discussed the evaluations of the Request For Proposals (**Exhibit D**).

NOW THEREFORE IT IS MUTUALLY AGREE BETWEEN WEBB COUNTY AND KOFI AS FOLLOWS:

- 1. Term.** This Agreement is effective the day that it is approved by the Webb County Commissioners Court and the authorized representative of Kofile and shall be completed no later than December 31, 2026.
- 2. Fees.** This Agreement shall be subject to the proposal attached hereto as **Exhibit A** and the Price Sheet which is also attached hereto as **Exhibit B**.
- 3. Inconsistencies.** Where there exists any inconsistency between this Agreement and other provisions of collateral contractual agreements that are made a part hereof by reference or otherwise, the provisions of this Agreement shall control.
- 4. Severability.** Each paragraph and provision hereof is severable from the entire Agreement and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect.

5. Prohibition against Assignment. There shall be no assignment or transfer of this Agreement without the prior written consent of both parties hereto. Notwithstanding the foregoing, Kofile may assign this Agreement in the event of the sale of all or substantially all of its assets with notice to Webb County.

6. Law of Texas. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be enforced in Webb County, Texas.

7. Notices. All notices called for or contemplated hereunder shall be in writing and shall be deemed to have been duly given when personally delivered or forty-eight (48) hours after mailed to each party by certified mail, return receipt requested, postage prepaid.

Webb County

Webb County Clerk's Office
Attention: Elected County Clerk
RFP Response 2023 -003 ARPA Project 22 – Indexing of Historical Documents
1110 Victoria Street, Suite 201
Laredo, Texas 78040

And

Webb County Civil Legal Division
Attention: Director
County Clerk Agreement: RFP 2023-003 ARPA No. 22
1000 Houston Street, Second Floor
Laredo, Texas 78040

Kofile

Kofile Technologies, Inc.
6300 Cedar Springs Road
Dallas, Texas 75235
Attention: Legal Department
Legal@Kofile.com

And

Kofile Technologies, Inc.
Attn: Catherine Drolet and Scott Fausto RFP 2023-003 ARPA No. 22
Email: catherine.drolet@kofile.com

8. Entire Agreement. This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into this written Agreement. No other prior agreement or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless signed by both parties and attached hereto and/or embodied herein.

9. Amendment. No changes to this Agreement shall be made except upon written agreement of both parties.

10. Confidentiality. Any confidential information provided to or developed by Service provider in the performance of this Agreement shall be kept confidential, unless otherwise provided by law, and shall not be made available to any individual or organization without the prior written approval of the County. In addition to paragraph 10 in the Terms and Conditions, **Exhibit C**, shall also apply.

11. Headings. The headings used herein are for convenience of reference only and shall not constitute a part hereof or affect the construction or interpretation hereof.

12. Waiver. The failure on the part of any party to exercise or to delay in exercising, and no course of dealing with respect to any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies provided herein are cumulative and not exclusive of any remedies provided by law or in equity, except as expressly set forth herein.

13. Counterparts. This Agreement may be executed in any number of and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same document.

14. Terminology and Definitions. All personal pronouns used herein, whether used in the masculine, feminine, or neutral, shall include all other genders; the singular shall include the plural and the plural shall include the singular.

15. Rule of Construction. The parties hereto acknowledge that each party and its legal counsel have reviewed and revised this agreement, and the parties hereby agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this agreement or any amendments or exhibits hereto.

16. Immunity. Webb County does not waive or relinquish any immunity or defense on behalf of themselves, their trustees, commissioners, council members, officers, employees and agents as a result of the execution of this Agreement and performance of the functions and obligations described herein.

17. Legal Compliance. The parties hereto agree to comply fully with all applicable federal, state and local statutes, ordinances, rules, and regulations in connection with the programs contemplated under this agreement. In the event that any of the parties hereto are required by law or regulation to perform any act inconsistent with this agreement, or to cease performing any act required by this agreement, this agreement shall be deemed to have been modified to conform with the requirements of such law, regulation or rule.

18. NON-APPROPRIATIONS. Webb County cannot warrant that funds will be available to pay for the funds through the end of the current and/or any future fiscal period, and shall use the County's budgetary process to obtain funds to pay all payments in and through the end of this year's term or any future term. If our appropriations request to our commissioners court for funds is unable to pay for this agreement or is denied then this agreement may terminate on the earlier of the last day of the fiscal period or for which funds are available and have already been appropriated. Final payments will be made subject to the submission of documentation as stated in this agreement that evidences services rendered. The satisfaction of all obligations under this Agreement that are required to be provided to Webb County or its representative including the return of any documentation that must be preserved by the program and the County pursuant to federal and state laws or grant provisions will be required prior to any disbursement of payment.

19. Notwithstanding any other paragraph the proposal submitted to Webb County is hereby attached and incorporated into this agreement as **Exhibit A**. In the event of a conflict between this agreement and the proposal it is agreed and acknowledged that Webb County has the sole discretion to accept a new or improved goods, services or software but in no event will the Webb County accept any goods, services or software that is of less quality or quantity than what Kofile proposed. In addition, the price or cost, shall be no more than what was quoted in the proposal and the price sheet incorporated and attached as **Exhibit B**. In the event that the cost of completing the project will increase then Kofile shall inform Webb County and shall not perform additional work without the approval by the Webb County Commissioners Court by a majority vote.

20. Insurance. Kofile shall maintain in full force and effect, for the term of this Agreement, the following types of insurance: (a) Commercial General Liability insurance of not less than \$2,000,000.00 each occurrence, and \$2,000,000.00 in the aggregate, (b) Automobile Liability

insurance of not less than \$2,000,000.00 combined single limit, (c) Errors and Omissions Liability insurance of not less than \$5,000,000.00, and (d) Workers' Compensation insurance meeting or exceeding the statutory requirements, and Cyber/Privacy insurance of not less than \$5,000,000.00. A Certificate of Insurance confirming these coverages and limits will be provided to the Customer upon request. Customer will be listed as an additional insured on the commercial general liability and automobile coverage policies solely to the extent (a) of the required insurance limits and (b) of the risks and liabilities assumed by Kofile in this Agreement. Kofile shall cause insurer to furnish to Customer future certificate(s) evidencing the insurance described herein at any time upon request. Kofile will provide Customer with no less than thirty (30) days' notice of any material change, notice of non-renewal or cancellation.

21. Webb County shall not be responsible or liable for any loss, damage, detention or delay caused by labor trouble, strikes, lockouts, fire, explosion, theft, lightning, windstorm, earthquake, floods, storms, epidemics, pandemics, riot, civil commotion, malicious mischief, embargoes, shortages or materials or workmen, unavailability of material from usual sources, Government priorities or requests or demands of the National Defense Program, civil or military authority, war, insurrection, failure to act on the part of the Purchaser's or Schindler's suppliers, orders or instructions of any federal, state or municipal government or any department or agency thereof, Act of God, or by any cause whatsoever beyond its reasonable control. Dates for the performance or completion of work shall be extended to the extent of such delays.

22. This Agreement incorporates the following:

- a. Addendum incorporated herein as required under the American Rescue Plan Act.
- b. Exhibit A. The Proposal submitted by Kofile
- c. Exhibit B. Kofile Price Sheet
- d. Exhibit C. Kofile Terms and Conditions
- e. Exhibit D. Webb County's Request for Proposal Solicitation
- f. Exhibit E. The Webb County Commissioners Court Award 2/13/2023 Item 26
- g. Exhibit F. Addendum to Solicited Request for Proposal

All RFP pricing for Project 22 is based on the scope provided by the RFP; final billing occurs on actuals per mutually agreed upon pricing; not to exceed the amount without written authorization via the contact information above.

Payment Terms for Project 22:

Pay 50% upon inventory pick-up with the balance due upon project completion. Final billing occurs on actual page counts and will not to exceed the County PO, or this RFP response, without written prior approval by the County.

Webb COUNTY ACCEPTANCE

Signature of Authorized Official

Print Name of Authorized Official

Title of Authorized Official

Date

KOFILE ACCEPTANCE



Signature of Authorized Official

Jonathan Mohn

Print Name of Authorized Official

President

Title of Authorized Official

March 21, 2023

Date

Addendum To
American Rescue Plan Act (ARPA) Contract
Webb County

Notice: The contract or purchase order to which this addendum is attached is made using federal assistance provided to Webb County by the US Department of Treasury under the American Rescue Plan Act (“ARPA”), Sections 602(b) and 603(b) of the Social Security Act, Pub. L. No. 117-2 (March 11, 2021).

The following terms and conditions apply to you, Kofile, as a service provider of Webb County; by ARPA and its implementing regulations; and as established by the Treasury Department.

1. Equal Opportunity. Service provider shall comply with Executive Order 11246, “Equal Employment Opportunity,” as amended by EO 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and as supplemented by regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

Minority and Women Business Enterprises (if applicable to this Contract) Service provider hereby agrees to comply with the following when applicable: The requirements of Executive Orders 11625 and 12432 (concerning Minority Business Enterprise), and 12138 (concerning Women's Business Enterprise), *when applicable*. Accordingly, the Service provider hereby agrees to take affirmative steps to assure that women and minority businesses are utilized when possible as sources of supplies, equipment, construction and services. Affirmative steps shall include the following:

- a. Including qualified women’s business enterprises and small and minority businesses on solicitation lists;
- b. Assuring that women’s enterprises and small and minority businesses are solicited whenever they are potential sources;
- c. When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum participation by small and minority business, and women’s business enterprises;
- d. Where the requirement permits, establishing delivery schedules which will encourage participation by women’s business enterprises and small and minority business;
- e. Using the services and assistance of the Small Business Administration, and the U.S. Office of Minority Business Development Agency of the Department of Commerce; and
- f. If any subcontracts are to be let, requiring the prime Service provider to take the affirmative steps in a through e above.

For the purposes of these requirements, a Minority Business Enterprise (MBE) is defined as an enterprise that is at least 51 percent owned and controlled in its daily operation by members of

the following groups: Black, Hispanic, Asian or Pacific Islander, American Indian, or Alaskan Natives. A Women Business Enterprise (WBE) is defined as an enterprise that is at least 51 percent owned and controlled in its daily operation by women.

2. Suspension and Debarment. (applies to all purchases.)

(A) This contract is a covered transaction for purposes of 2 CFR pt. 180 and 2 CFR pt. 3000. As such, the Service provider is required to verify that none of Service provider's principals (defined at 2 CFR § 180.995) or its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935).

(B) The Service provider must comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(C) This certification is a material representation of fact relied upon by Webb County. If it is later determined that the service provider did not comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, in addition to remedies available to Webb County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(D) The Service provider agrees to comply with the requirements of 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Service provider further agrees to include a provision requiring such compliance in its lower tier covered transactions.

3. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352, as amended. (Applies to all purchases.) Service provider certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Service provider shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Purchases over \$100,000 - Service providers must sign the certification on the last page of this addendum

4. Access to Records. (applies to all purchases.)

(A) The Service provider agrees to provide Webb County, the U.S. Department of Treasury, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Service provider which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. The Service provider agrees to permit any of the foregoing parties to reproduce by any means or to

copy excerpts and transcriptions as reasonably needed, and agrees to cooperate with all such requests.

(B) The Service provider agrees to provide the Treasury Department or authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(C) No language in this contract is intended to prohibit audits or internal reviews by the Treasury Department or the Comptroller General of the United States.

5. Rights to Inventions Made Under a Contract or Agreement. Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any applicable implementing regulations.

6. Contract Work Hours and Safety Standards Act (40 U.S.C. 327 through 333) (applies only to purchases over \$100,000, when laborers or mechanics are used.) Where applicable, all contracts in excess of \$100,000 that involve the employment of mechanics or laborers shall include a provision for compliance with 40 U.S.C. 3702 and 3704 of the Contract Work Hours and Safety Standards Act, as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 3702 of the Act, each service provider shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. The requirements of 40 U.S.C. 3704 are applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

7. Clean Air Act & Federal Water Pollution Control Act (applies to purchases of more than \$150,000.)

(A) The Service provider agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(B) The Service provider agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(C) The Service provider agrees to report each violation of the Clean Air Act and the Water

Pollution Control Act to Webb County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(D) Service provider agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

8. Prohibition on certain telecommunications and video surveillance services or equipment (Huawei and ZTE)

Service provider is prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;
(2) Extend or renew a contract to procure or obtain; or
(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by **Huawei Technologies Company or ZTE Corporation** (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

9. Buy USA - Domestic Preference for certain procurements using federal funds.

Service provider should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section:

(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

10. Procurement of Recovered Materials: (applies only if the work involves the use of materials)

(A) In the performance of this contract, the Service provider shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

- i. Competitively within a timeframe providing for compliance with the contract performance schedule;
- ii. Meeting contract performance requirements; or
- iii. At a reasonable price.

(B) Information about this requirement, along with the list of EPA- designated items, is available at EPA’s Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>

(C) The Service provider also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

11. Publications. Any publications produced with funds from this award must display the following language: “This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury.”

12. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Service provider is encouraged to adopt and enforce on-the-job seat belt policies and programs for your employees when operating company-owned, rented or personally owned vehicles.

13. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Service provider is encouraged to adopt and enforce policies that ban text messaging while driving, and establish workplace safety policies to decrease accidents caused by distracted drivers.

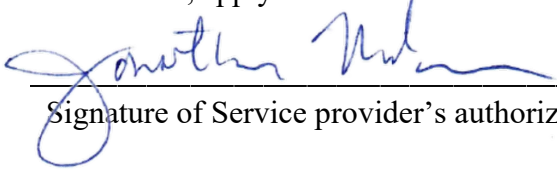
31 CFR Part 21 – New Restrictions on Lobbying - CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of their knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit [Standard Form-LLL](#), "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all service providers shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Service provider certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Service provider understands and agrees that the provisions of 31 U.S.C. Ch. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



Signature of Service provider's authorized official

Date: March 21, 2023

Jonathan Mohn

(Print name of person signing above)

President

(Print title of person signing above)

Exhibit A

WEBB COUNTY CLERK'S OFFICE
LAREDO, TEXAS

REQUEST FOR PROPOSALS (RFP)

RFP 2023-003

ARPA PROJECT NO. 22

INDEXING PROJECT OF HISTORICAL DOCUMENTS
FOR THE WEBB COUNTY CLERK

DUE: TUESDAY, JANUARY 31, 2022, 10:00 A.M. CT

ELECTRONIC SUBMISSION

SUBMITTED BY KOFI TECHNOLOGIES, INC.
6300 CEDAR SPRINGS ROAD, DALLAS, TX 75235

Kofile



A. TRANSMITTAL LETTER



January 28, 2023

Juan Guerrero, Contract Administrator
Webb County Purchasing Department
1110 Washington St., Ste. 101
Laredo, Texas 78040

Dear Mr. Juan Guerrero,

Please find Kofile Technologies, Inc.'s (hereby Kofile) response to Webb County's Request for Proposals (RFP) RFP 2023-003 / ARPA Project No. 22 for an *Indexing Project of Historical Documents for the Webb County Clerk* herein.

Kofile's representative and Account Executives, Catherine 'Cathy' Drolet and Scott Fausto, have assessed the records for service. This proposal is in full compliance with the RFP's required scope of services.

Kofile understands local government records and the role of the County Clerk. A Texas-based company, Kofile is the oldest and most experienced private firm specializing in the digitization, electronic access, and preservation of public records with six decades of experience. This includes the required indexing of historical instruments, such as Historical Deed and Deed of Trust records in manuscript and typescript, and the indexing of Spanish instruments (both historical and contemporary). Additionally, Kofile's parent company owns the Webb County Clerk's land records management system, *CountyFusion™*.

Kofile has worked with local governments across the nation on similar projects funded by the American Rescue Plan Act of 2021 (ARPA) and the CARES Act. Kofile maintains a SAM.gov entity registration and has an UEI Number. Also, please see herein for a sample Certificate of Insurance. Please note that Kofile's carrier provides the 30 days notice of cancellation and non-renewal. Kofile can provide any notice of material changes directly to the County.

Please note that Kofile has identified its client references as confidential under the protections for trade secrets, confidential, and proprietary information, see Pages 18-20.

Kofile appreciates the opportunity to submit a proposal and support Webb County. This proposal is valid for ninety (90) days from the deadline for delivery of proposals.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael Hill".

Michael Hill
Chief Revenue Officer
Legal Name of Corporation: Kofile Technologies, Inc.

B. EXECUTIVE SUMMARY

This proposal addresses Webb County's Request for Proposals (RFP) RFP 2023-003 / ARPA Project No. 22 for an *Indexing Project of Historical Documents for the Webb County Clerk*. Kofile Technologies, Inc. (Kofile) will provide the required indexing of historical instruments, such as Historical Deed and Deed of Trust records in manuscript and typescript, and the indexing of Spanish instruments (both historical and contemporary).

Kofile is uniquely qualified to complete Webb County Clerk's modernization and digital access goals. Kofile's representatives and Account Executives, Catherine 'Cathy' Drolet and Scott Fausto, have reviewed the records for service. Kofile welcomes the Webb County to inspect any materials, workmanship, and location of work to ensure compliance with specifications. Additionally, Kofile's parent company owns the Webb County Clerk's land records managementsystem, *CountyFusion™*.

Kofile is available to begin the project upon award of contract. A kickoff call will occur within 30 days of contract execution and will set mutually-agreed-upon timelines.

WHO IS KOFILE?

With Kofile, Webb County is assured of a vendor with the capacity and experience to handle any scale project—from one document to thousands of volumes. Kofile has over six decades of experience providing similar services for local public records, with core root companies dating to 1961. Kofile has regional *Conservation & Digitization Labs* throughout the US, with its headquarters in Dallas, TX.

WHY KOFILE?

With Kofile, Webb County is assured of a vendor that specializes in working with local government recording offices and understands the essential needs of any indexing project. Kofile intimately understands the responsibility and required functions of recording offices.

With Kofile, Webb County is assured of a vendor that specializes in working with the County Clerk's recording platform, *CountyFusion™*, and understands the essential needs of this and any indexing project. Kofile intimately understands the responsibility and required functions of recording offices and was instrumental in the installation of this recording system at the County Clerk's Office. Additionally, Kofile has the relationship to complete this project with a knowledgeable workforce dedicated to the needs of both the indexing and recording requirements.

Kofile has experienced indexers to provide a full spectrum of services, including backfile, daily, and redaction services. Kofile's team will provide consistently keyed index fields to improve retrieval. Kofile blind re-keys each field to maintain accuracy.

Kofile has the capability to not use third-parties to key—thus, minimizing errors and threats to data integrity. Kofile takes pride in providing services without sole reliance on offshore subcontractors. Low bids rely on offshore servicing to India, the Philippines, China, etc. These low-bid projects often necessitate re-indexing or additional costs to improve accuracy.

Kofile has provided indexing services for hundreds of clients across the nation. Kofile has worked with several records management system vendors, including GovOS (such as CountyFusion™ and Cloud Search), third party systems, such as KellPro, Tyler Technologies, Inc., iDocket, NetData, Deketo, COTT, LGS, Laserfiche, Granicus Legistor, etc., and homegrown systems.

Please see the following for an overview of other key differentiators beneficial to Webb County in this project.

OVERVIEW OF KOFILE'S KEY DIFFERENTIATORS & PROPRIETARY PROCESSES



PROVEN WORK HISTORY

Kofile has a proven history providing projects and deliverables. Kofile has provided similar services for local governments across the nation. In the State of Texas, Kofile has performed projects for multiple recording offices as evidenced herein.

- With seven locations and 300+ dedicated employees, Kofile can deliver any scale project.
- Award and completion of 10+ multi-million dollar projects.
- Annually provides backfile indexing for 2.8 million documents.
- Daily indexing captures 200,000 documents per month.
- In 2020, Kofile provided indexing verification for more than 1,000,000 documents.
- Kofile has provided similar services for both CARES Act- and ARPA-funded projects across the US for recording offices.

Kofile's unique services, offerings, and archival products and services were developed by identifying specific needs of local government recording offices based on an intimate understanding of the mandates, functions, and operations of such offices.



ONSHORE AND NO THIRD-PARTY SERVICES

- Kofile's corporate facility in Dallas, TX, manages a department solely dedicated to indexing, and staffs indexers with incomparable experience, ensuring data confidentiality and security.
- Kofile has the capability to not use third-parties to key—thus, minimizing errors and threats to data integrity. Kofile takes pride in providing services without sole reliance on offshore subcontractors. Low bids by other vendors rely on solely offshore servicing to India, the Philippines, China, etc. These low-bid projects often necessitate re-indexing or additional costs to improve accuracy.
- There is no offshore remote access to any of Webb County's images and data. All work is performed by a US-based team.



INDEXING ACCURACY RATE

- Kofile blind re-keys each field to maintain accuracy.
- Kofile understands that quality and accuracy are mandatory in any project of this nature. Kofile can commit to a minimum accuracy rate of 99.25% for historical indexing.



QUALITY ASSURANCE (QA)

- Kofile's services are conducted by trained and experience technicians with proven procedures and programs.
- Kofile holds the industry's highest levels of insurance coverage, including Cyber Liability insurance (see evidenced in a sample Certificate of Insurance herein).



RECORDS MANAGEMENT SYSTEM PREFERENCE

- Kofile's sister company, GovOS, owns and operates the Webb County Clerk's records management system, *CountyFusion™*, which guarantees a successful project.
- Kofile has immediate access to, and is familiar with, the images for this project and the County Clerk's *CountyFusion™* system. This experience permits prompt project commencement and ensures the index data is packaged in compliance with the required format and ensures proper upload of the combined indexes and images.



SUBJECT MATTER EXPERTISE

Second- and third-generation conservators and public records experts lead projects, including pioneers in preservation, imaging, re-creation, and data entry.

- Imaging/Re-creation Manager with 29+ years of experience.
- Data Entry Manager with 30+ years of experience
- Kofile maintains highly experienced indexing groups with specialized focuses, e.g., daily, backfile, or regional emphasis (and redaction).
- Kofile has a team of indexers based from Texas which already trained and experienced in indexing specifications specific to the State of Texas. The majority of this team holds 15-30 years of experience indexing local government records.



COST TRANSPARENCY

Actual cost is not hidden by complicated and multi-layered price points (such as the addition of labor and prep charges atop of capture costs). Other vendors hide true project total costs by separating each component into à la carte services.



CLOUD SECURITY

Kofile provides superior technological security measures, with backups via native Cloud Storage.



WARRANTIES & GUARANTEES

Kofile stands behind all of its services and products. There is a lifetime guarantee on all of Kofile's workmanship. Kofile will redo any and all conversion services if Kofile's performance causes the digital images or solution to not meet agreed-upon specifications at no additional cost to the County.



OWNERSHIP OF DATA

Kofile does not take ownership of images and data undergoing service. Webb County retains ownership of all images and data.

DO IT ONCE, DO IT RIGHT, DO IT FOREVER

This philosophy is the driving force placing Kofile above competitors. Kofile's services are not 'as-is' or 'scan it and forget it.' This project will relieve dependence on paper by ensuring accurate metadata for electronic retrieval. Kofile's basis for success is decades of experience, realistic solutions, and professional analysis.

Kofile is committed to implementing a solution that offers professional standards, conforms to the RFP's key technical specifications, and, in terms of product quality and longevity, provides the highest rate of return on the Webb County Clerk's investment.

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D. ARCHIVAL INDEXING AND RELATED SERVICES—EXPERIENCE

COMPANY PROFILE	
NOTICE FOR BID REQUIREMENT	KOFILE RESPONSE
Organization Legal Name	Kofile Technologies, Inc.
Address of Business	Corporate: 6300 Cedar Springs Road, Dallas, TX 75235
Legal Nature/State/Date of Incorporation	Corporation - 1/8/2009 Delaware
Principal Business Location	Kofile's principal business location is 6300 Cedar Springs Road, Dallas, TX 75235. This facility manages and supports Kofile's indexing teams. Note, while Kofile does have other Labs, none will contribute to this project.
Principal Contact Person	Michael Hill, Chief Revenue Officer Kofile Technologies, Inc. 6300 Cedar Springs Road, Dallas, TX 75235 preserve@kofile.com Office Phone: 214/351.4800 Fax: 214/442.6669
Team Members	Kofile can provide any required information on its team members, partners, and employees who will perform services on this project following contract award. All services herein will occur from Kofile's corporate facility located at 6300 Cedar Springs Road, Dallas, TX 75235. Key staff are identified elsewhere in this proposal.
Statement of Financial Stability	<p>Kofile, its principals, directors, or majority shareholder, or any company Kofile has held a controlling interest in, or which has held a controlling interest in Kofile, has never filed for or been involuntarily put into bankruptcy or declared bankruptcy.</p> <p>There is no pending or prior performance or contract-related litigation which Kofile is, or has been, involved. Kofile has had no contracts terminated due to non-performance.</p> <p>Kofile has not been, within the past five (5) years or at any time, involved in any contract or performance-related claims, litigation, nor investigations. Kofile has no adverse actions sanctioned by regulatory authorities.</p> <p>Kofile is highly able to perform the services represented in this proposal.</p>

COMPANY HISTORY

Kofile is the oldest and most experienced private firm specializing in the preservation and archival digitization of permanent public records in the United States. Kofile is the preservation division of a parent company, Kofile, Inc. (which owns 100% of Kofile). It employs over 300 employees.

Kofile was formed and established in 2009; with root companies, ownership, and key staff operating and leading the industry since 1961. The leaders of Kofile have worked with states, counties, municipalities, and private archives across the United States. Kofile has provided archival indexing since its inception in 2009, and longer via its root companies and key staff.

Kofile can provide solutions that address many aspects of a County—from binders, preservation, restoration, imaging, image processing and enhancements, re-creation, re-indexing, index verification, film to image conversion, archival microfilm, microfilm duplication, complete document indexing, recording, workflow, imaging systems, Internet hosting and data access, and electronic recording.

<i>Key Products:</i> Lay Flat Archival Polyester Pocket™ Disaster Safe County Binder™ Archival Quality County Binder™	<i>Solutions & Services:</i> Book & Document Conservation Map Restoration Encapsulation Deacidification Negative Photostat Stabilizer County Recorder Binders	Archival Imaging Book Re-creation Indexing (Back File & Daily) Micrographics High Density Shelving Transcription & Translation
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EXPERIENCE

Kofile has 14 years of experience under the current brand providing the services in the RFP (with formation of the corporation in 2009). This number raises to 59 years of experience when factoring in the experience of Kofile's root companies, all of which are still active leadership in the current company. These root companies contribute a combined 115 years of experience across the U.S.

In terms of indexing projects completed, this number is in the thousands. In Texas alone, Kofile has provided these services for the majority of the County and District Clerk's Offices. For example, from 2014-July 2017, Kofile serviced 1,502 entities in the public and a selection of private sector accounts (this does not include multiple office or departments). In that term, Kofile provided services for local governments in 33 states. Annually, Kofile preserves over six million pages for Local Governments. Annually, Kofile digitally captures over 25 million pages for Local Governments.

Kofile has provided indexing services for hundreds of clients across the nation. Kofile has worked with several records management system vendors, including GovOS (such as CountyFusion™ and Cloud Search), third party systems, such as KellPro, Tyler Technologies, Inc., iDocket, NetData, Deketo, COTT, LGS, Laserfiche, Granicus Legistor, etc., and homegrown systems.

Kofile has completed numerous large-scale projects.

- Annually, preserves over six million pages for Local Governments.
- Annually, digitally captures over 11 million pages for Local Governments—Kofile's national capacity is 20 million scans annually.
- Annually, provides archival indexing for 2.8 million documents. In 2020, Kofile provided indexing verification for more than 1,000,000 Documents.

HISTORICAL INDEXING METHODOLOGY

Kofile has experienced indexers to provide a full spectrum of services, including backfile, daily, and redaction services. Kofile's team will provide consistently keyed index fields to improve retrieval. The Webb County Clerk is assured of the following key differentiators with Kofile's indexing services:

- Kofile blind re-keys each field to maintain a 99.25% accuracy rate.
- Our employees are key assets—our Data Entry Manager has over 30 years of experience.
- Kofile has a team of indexers based from its Dallas facility, ensuring data confidentiality and security.

Data integrity is essential. Kofile's goal is to provide consistently keyed fields. Kofile's proprietary indexing software and keying procedures provides proven 99.25% accuracy. This will improve document retrieval and build a dependable, searchable database for staff and patrons.

Prior to indexing, Kofile conducts a comprehensive assessment of the County's indexing specifications. A thorough examination of the County's particular requirements allows for accurate and consistent indexes, guaranteeing quick searches for users.

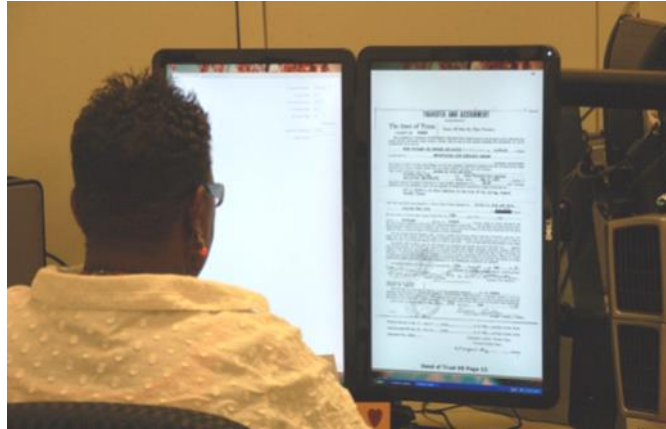
During the assessment, Kofile documents established methods of indexing specific instruments, clarifying terminology, and determining the standards used to enter names, dates, and other basic required information. This analysis produces essential information to ensure the metadata's accuracy and integrity, and identify the following:

- cross-indexed documents
- differentiation between individual names & corporation names
- government departments & agencies
- alternate & alias names
- abbreviations, titles, & naming consistency (e.g., hyphens, nos., spaces, & suffixes)

During quality control (QC), managers and supervisors internally research and answer questions about any problematic process. If the Webb County Clerk is required to provide input, Kofile will directly contact the County for a clarification and/or decision. Client involvement demonstrates Kofile's pride in building successful professional relationships.

Kofile always performs key entry at least twice for every field. With Kofile's quality assurance, each field is blind-keyed three times:

- Following initial entry, the record displays to a second technician who also keys the field ("blind re-key").



A Kofile Indexing Technician keys a document.

PROJECT GOALS

- ✓ Modernize & upgrade office systems infrastructure
- ✓ Reduce in-person interaction to mitigate COVID-19 with digitization/online access
- ✓ Eliminate or reduce manual lookups & searches
- ✓ Expedite searches with more records available for electronic retrieval
- ✓ Progress towards a paperless office

- The software compares the entries. If they do not match, the record is sent to a supervisor.
- This supervisor identifies the problem with the field entry and determines if it is a one-time keying error or a prevailing issue. The supervisor decides if a new keying standard is needed.
- The record is then sent to another technician and keyed again.

Any amendments are communicated to the Webb County Clerk with an exception list for the County to match and scan the amendment and the record themselves. Exceptions are expected, as not all records contain all fields noted. Kofile will establish rules for these abnormalities once the project commences.

E. PERSONNEL QUALIFICATIONS

Staff hold 10-30 years of experience with archival documents. No other Vendor has the combined personnel experience with the records and services scope and variety identified in this Proposal.

In addition to expert senior team members, Kofile's supporting staff provides Webb County with exemplary skill and workmanship—at all levels of service. Kofile's services combine an experienced imaging team, technology competence, and software development.

Kofile practices strict Quality Control Assurance (QC) policies in each department. Before a new phase begins or after it ends, a system of checks ensures the quality of services rendered. Within each department, leaders and the most experienced team members inspect the work of each employee on a daily basis—new hires receive extensive training.

Kofile's employees pass extensive interviews and graduate a series of work-effort tiers. Kofile holds insurance on all services. Staff are drug-free and pass a background check upon employment. All candidates pass a face-to-face meeting with a manager, which includes information about previous jobs, responsibilities, skill sets, tenure, and reason for leaving the former employment.

Only trained staff work on any project. Before working with confidential records, a technician graduates a series of work-effort tiers. Employees complete an intensive training with a mentor before one is permitted to work on live data. During this time, Kofile enforces guidelines and security policies. All technicians start with entry level tasks. To progress to tasks with higher level of security and responsibility, the series of tiered assessments and progression points build a level of trust.

Kofile has an efficient team of managers and leaders who have the experience and knowledge to run their departments and produce the highest quality of product. Kofile does not need to hire additional personnel for this particular project, and although Kofile continues to grow daily, it will utilize current trained staff. One major factor in Kofile's management plan is to hire underprivileged workers. Kofile's unique position and challenge to equip these workers with the training and skills, professional integrity, business ethics, experience, and professional history to be competitive in an ever challenging workplace. Kofile prides itself on serving as an equal employment opportunity employer.

KEY STAFF & RESUMES

The members of the Kofile project team will periodically meet to report on the overall status of the project. Each discussion will address the current defined period and will include:

- Scheduled work completed
- Unscheduled work completed
- Scheduled work not completed
- Work scheduled for the coming period
- Pending Status of Change or Decision requests
- Discussion of any problems or concerns

Kofile's superior services are derived from its experienced team.

KEY STAFF	NAME	ROLE	EXPERIENCE
	Catherine 'Cathy' Drolet	Account Executive (resume not included)	20+ Years
	Scott Fausto	Account Executive (resume not included)	20+ Years
	Michael Cobb	Senior Vice President - Central Region (resume not included)	20+ Years
	Cindy Rountree	Operations Director—Imaging	20+ Years
	Jeff Baldwin	SME, Tech-Enabled Services	10+ Years
	Michael Steelman	National Director, Indexing	20+ Years
	Julie Hoover	Data Entry Manager (resume available upon request)	20+ Years
	Janice Casey	Indexing Supervisor (resume available upon request)	20+ Years
	Trish Angleton	Project Manager	1+ Year

Catherine 'Cathy' Drolet and Scott Fausto, Account Executives

The Account Executives handle all communication with the client and have a combined 35+ years of experience in local government. They ensure the project is completed on schedule and to the client's satisfaction. An Account Executive is responsible for project supervision and is available to meet periodically via phone or in person for project coordination and progress updates.

Michael Steelman, National Director of Indexing & Onsite Imaging

Steelman's industry experience dates to 1993, where he worked with one of Kofile's base companies as Vice President, Customer Care—specifically for the CountyFusion™ system. At Kofile since 2016, he initially continued the previous role overseeing the development, maintenance, and implementation of pricing guidelines for industry segments on a multiple regional basis. Currently, he utilizes his experience to design, implement, and manage processes by the indexing production groups. He coordinates imaging technology (imaging hardware and software) and identifies leading-edge imaging technologies.

Julie Hoover, Data Entry Manager

Hoover's knowledge, reliability and pursuit of excellence make her an invaluable asset. Her career in data entry began in 1981, in which she began as an operator and moved into a supervisory role. She has worked as a supervisor in the industry's leading companies in the spanning four decades. She will work with the county customer to ensure they received a quality product. Hoover updates Kofile's indexing standards as needed. She specializes in current and historical data.

Janice Casey, Indexing Supervisor

Casey oversees keying and verification, and updates the manual for process/procedures as needed. She is available to answer questions concerning document interpretation. She oversees the transfer of new documents from Daily Indexing to Internal Systems, and releases indexes to the county. Casey's career in data entry began in 1980. She has worked as a Lead Data Entry Operator for four decades.

CINDY ROUNTREE, OPERATIONS DIRECTOR-IMAGING

QUALIFICATIONS SUMMARY

Organizational direction of Imaging departments Dallas, TX Imaging Labs. Prioritize projects based on SLAs and revenue goals. Allocate resources to meet goals. Interact with PMO, Process Engineers, Quality Engineers, Sales and Executive Leadership to ensure timely, quality deliveries to clients.

PROFESSIONAL HISTORY

2022 - Present

Kofile Technologies, Inc.
Operation Director—Imaging

2021 - 2022

OPEX Corporation, Plano, TX
Product Launch and Vertical Strategist

2018 - 2020

Avenu Insights & Analytics, Dallas, TX
Director of Digital Processing Services

2017 - 2018

Conduent, Dallas, TX
SBU Manager II

2007 - 2016

Xerox Services, Dallas, TX
Operations Manager

1999 - 2007

Affiliated Computer Services (ACS), Syracuse, NY
Digitizing Manager, 2003-2007
Systems Administrator, 1999-2003

1993 - 1999

Business Records Corporation (BRC), Syracuse, NY
Systems Administrator

EDUCATION

Studies, B.A., Organizational Leadership, University of Mary Hardin-Baylor, Belton, TX

Studies, B.A., Business Administration, Ashford University, San Diego, CA

A.A.S., Accounting, Bryant & Stratton College, Syracuse, NY

TRAINING

2014, Certified PMP, Project Management Institute (PMI)

JEFF BALDWIN, SME, TECH-ENABLED SERVICES & PRODUCT MANAGER

QUALIFICATIONS SUMMARY

Baldwin is a Project Operations Manager with years of experience in management, leadership, education, teaching, training, and consulting. He is experienced in a wide variety of business applications and internet tools and is fluent in business and financial aspects. Baldwin manages digitization services at the Dallas facility and has been with Kofile for over six years.

PROFESSIONAL HISTORY

2011-present

Kofile Technologies, Inc.

SME, Tech-Enabled Services & Product Manager, 2020-present

Operations Manager, Imaging, 2019-2020

Project Manager, 2016-2019

- Oversee projects from receipt to delivery. Manage imaging, digitization, and indexing of projects. Train employees on specific responsibilities, and balance workload between employees to finish multiple projects in budget and on time. Work with sales team & county officials to solve problems and inconsistencies. Create expense projections for potential future off-site projects.

Regional Imaging Manager, 2014-2016

- Manage a team of temporary employees to scan land records from 1800's to present on-site. Train employees on specific responsibilities, and balance workload between employees to finish the project in budget and on time. Work with county clerk and county employees to solve problems and inconsistencies. Train new teams in different regions of the U.S. Create expense projections for potential future projects.

Senior Operations Manager, 2011-2014

- Hire and supervise a team of 15. As management team member, participate in strategic planning, including profit/loss statements, expense forecasting, and investment strategies. Delegated tasks and responsibilities to employees and supervisors as needed.

2008-2011

School Administrator

- Founded and opened a K-12 Private Christian School and operated school as Principal for 3 years.

2002-2008

Affiliated Computer Services (ACS), Management Support Analyst

- Supported management with monthly service-level agreement auditing & reporting. Worked directly with developers and clients regarding workflow technical issues.

EDUCATION

2003-2007 B.S. Music, Commonwealth Baptist College, Lexington, KY (Valedictorian)

MICHAEL STEELMAN, DIRECTOR OF NATIONAL INDEXING

QUALIFICATIONS SUMMARY

Dedicated Support and Operations Manager demonstrating effective leadership in all aspects of the job. Effectively managing people and workloads to meet departmental and organizational goals. IT Knowledge and background through 20+ years managing a national hardware and software support center.

PROFESSIONAL HISTORY

2016 - Present

Kofile Technologies, Inc.
Director of National Indexing, 2020– Present
Vice President, Customer Success, 2019—2020
Senior Operations Manager, 2016--2019

1993 - 2016

PropertyInfo Corporation, San Antonio, TX, and Nashville, TN
Senior Operations Manager, 2013-2019
Vice President, Customer Care, 2000-2013
Support Technician, 1993-2000

Financial Analysis

- Identified opportunities and improved efficiencies within Georgia. Operations to grow revenue for the line of business by 125% and 54% over last two years while maintaining a 30% profit.
- Identified and improved efficiencies in Cook County Title Plant.
- Within one year took P&L from losing \$80K a year to making \$30K.

Efficiency Analysis

- San Antonio Title Plant Team – identify and streamline team skills. Reduce team 50% while improving service. Plant count increased from 20 to 25.
- Turnaround time on major plant project reduced from 44 Days to 22 Days.

National Roll Out of Help Desk/CRM Solution

- Application rolled out to pilot team of 40 people.
- Within 18 months 230 full time users nationwide.
- Utilization throughout organization not just Support.
- Customer service improved by organization collaboration and cooperation.

Customer Service Centralization/Decentralization

- Combination of 7 independent support centers from Florida to Washington.
- Utilized best of the best technicians to reduce support technician head count from 140 to 45 across the country.
- Customer Satisfaction increased from 92% to 99%.

EDUCATION

1987 - 1992 BAsC, Bachelor's of Applied Science, Computer and information Sciences and Support Service, Middle Tennessee State University, Murfreesboro, TN

TRISH ANGLETON, DIRECTOR OF PROGRAM MANAGEMENT

QUALIFICATIONS SUMMARY

Motivated and results-driven professional with a strong operations background experienced in project management, process efficiency, and strategic planning. Extensive leadership experience skilled in building cross-functional teams, driving positive change, and executing change management strategies. Over 15 years of experience with employee development and optimization of team performance practicing emotional intelligences and strong leadership skills. Organized, creative, forward-thinker with expertise in managing a multidimensional portfolio of projects.

PROFESSIONAL HISTORY

2021 - Present

Kofile Technologies, Inc.
Director of Program Management

2016 - 2021

Village Health Partners,
Director of Program Management, 1 year

- Develop a PMO to streamline project management and communication so projects were within scope, budget, and completed on time. With a team, define timelines, KPIs, deliverables, milestones, and allocate resources.
- Project Manager for a multidimensional portfolio of projects.

Site Director, Plano, TX, 2 years

- Provide operational leadership for 75 team members, and directly managed 5 managers. Reduce turnover by 22% by investing in employee development and improving overall culture.
- Manage day to day operations, project leadership, manage training department, review P&L statements, and strategically reduce expense.
- With a team, restructured the call center to provide timely quality care, one-call resolutions, and improved patient satisfaction.
- Project Manager for the VHP and Texas Family Medicine merger.

Site Director, McKinney, TX, 2 years

- Manage three providers and 20 team members with collaborative leadership and improved overall culture.
- Manage day to day operations and help grow practice with new providers.
- Chair Quality Committee and oversee standardized quality measures.
- Organized and structured 4 corporate specialty departments.

2004 - 2016

Clinical Coordinator, Wichita, KS, *Clinical Coordinator*

EDUCATION

B.B.A., Business Administration, Management, Fort Hays State University, Hays, KS

F. PRICE PROPOSAL

Please see the accompanying spreadsheet for the required 'Scope of Service and Price Proposal Sheet—Attachment A' which is included with this submission.

PRICING UNDERSTANDING

- Pricing is all inclusive of required services.
- Pricing is based on a Good Faith Estimate of document counts. Billing occurs on actuals, not to exceed the P.O. without written authorization from the County.
- The County signs off on an inventory prior to commencement of services, and upon acceptance of deliverables.
- Key and human blind re-key verify all documents per the fields identified in the RFP, as appropriate.
- Format metadata (indexes) per the requirements of the County's System vendor.
- Create a pipe-delimited index file for import into GovOS *CountyFusion*TM Platform.

H. OTHER INFORMATION THAT MAY BE HELPFUL IN THE EVALUATION

LOCATION OF WORK

Kofile's corporate headquarters at 6300 Cedar Springs Road in Dallas, TX, see *pictured*. Kofile possesses a history of responsibility, and invests in facilities with superior security to mitigate potential loss or destruction. **This facility also manages and supports Kofile's indexing teams.**



Facility Security Measures

This is a permanent facility employing full-time, permanent employees since July 2011. It is a 150,000 sq. ft. facility with three stories (119,000 sq. ft. used for production and executive offices).



Webb County is welcome to inspect any Kofile facility—with or without notice—at any time.

The Dallas facility is a fire-resistant brick and concrete building with structural steel support members and fire-rated walls, ceiling, and flooring. It is situated above flood plains, and the location is unlikely to suffer hurricane, tornado, or other cataclysmic natural disaster. In fact, for decades, this structure served as the emergency shelter for its neighbor, Dallas Love Field Airport. Other benefits include:

- This facility is EF 5 Tornado Resistant according to an architectural assessment by Tanner Consulting, 2010 (*Architect's Report available upon request*).
- According to FEMA issued Flood Map 48113C0330J:DALLAS CO UNINC & INC AREAS, this facility is located in an area of Minimal Flood Hazard, and it is not located in a 100 Year Flood Zone Area.
- This facility is not located in a Hurricane-Susceptible Zone according to FEMA 320.
- This facility is approximately three miles away from the closest Hazard Waste Route (I-35E) according to the National HM Route Registry.

Regulated Facility Environment

Kofile has 24-hour temperature and Relative Humidity (RH) controls. All work areas for original documents meet archival climate control standards. Kofile has four independent HVAC systems with programmable thermostats. Each vault has a separate and independent HVAC system. The HVAC for the work and storage areas are constantly set at 70°F. The level of relative humidity (RH) is maintained.

The laboratories are windowless and centrally located to eliminate exposure to ultraviolet (UV) light. Kofile does not have any issues with pest control. The building is regularly maintained. Food and drinks are not permitted in the conservation areas by anyone, for any reason. Garbage is removed daily. Records treated for mold or pests are quarantined in standard polyethylene bags, separate from other records, until remedial treatment is complete.

Vaults

The Dallas facility has three vaults. Each vault is secured with Level 5 vault doors with a 4-Hour UL Rating of at least 350°F. Each vault has its own independent HVAC system, monitors for humidity and temperature, and controls for airborne particulates (monitored by analog methods). Kofile actively monitors for micro-organic growth.

Vault interiors do not have cameras, but each vault has a camera at its door.

Daily protocol requires that records removed from the vault for work are in the custody of a technician at all times. When records are not undergoing treatment, they are immediately returned to the vault area.

Kofile provides storage services for microfilm, microfiche, and other types of data in its Media Vault. Kofile randomly performs spot tests to safeguard against certain contaminations, such as Vinegar Syndrome, mold, mildew, and/or Redox on microfilm. Acetate Base Film is separated from Polyester Base Film and is stored in separate storage boxes to help eliminate film contamination, as Eastman Park Micrographics, Inc. (EPM) recommends.

Kofile can retrieve any part of the microfilm/data and transmit the requested microfilm/data to a customer electronically or through other means. The client owns all of the stored microfilm/data, and Kofile will not sell or distribute the microfilm/data in any way.

This vault is regulated by an independent HVAC system that monitors humidity, temperature, and controls airborne particulate (monitored by analog methods).



The Level 5 door of the Long-Term Storage Vault (same model used for each vault).



'Works in Progress' Vault.



'Media Vault.'

SECURITY PROCEDURES

Security System

Due to the sensitive nature of the information recorded in local public records, Kofile provides multiple security measures. Kofile also follows rigorous end-of-day closing and lock-down inspection protocol. A Motion Detector Security System protects the entire building, with installation of more than 50 internal and external security cameras. The entire building is equipped with a fire suppression system.

Restricted and Controlled Entry

The building is a “locked down” facility. No one is allowed in unless employed or are escorted by management. All access points are monitored, and a security fence limits facility access. The primary gate is open during business hours, but the premises are locked and gates only accessible after hours with a security card.

Visitors are buzzed in after confirmation of identity via a video and voice system. Staff are positioned at department access points for an extra level of security.

Fire Suppression System

The entire structure is fire-resistant brick, walls, ceiling, and flooring with structural steel support members. Kofile's facility fire suppression is Water-Based. There are sprinklers strategically placed to ensure protection. Water is housed in a reservoir line and connected to the water supply. This system holds water poised for action 24/7. Any fire detection releases the water. This system is assessed annually and all checks are current and up to local code.

Technological Security

Due to the data's confidentiality and security, Kofile implements multiple security measures. The Kofile facilities are designed to ensure the safety of its clients' data.

Kofile has taken substantial safeguards to protect clients from release of information through “social engineering” exploits. Kofile has sensitivity policies that are enforced and circulated to classify the sensitivity of data within its possession, however short its stay.

Operator terminals are configured to ensure data cannot leave any facility. Any technician assigned to the project is issued a username and password to access images. Kofile works in a secured, directory-based environment. Rights are assigned to individual images as “read only.” Only approved staff have the passwords to change image permissions. No one can delete or modify images without authorization. All activity of this nature is logged.

Back-Ups—Kofile delivers a true native cloud security for its images and data. All Labs save images and data to a local server. Each night this server synchronizes with the cloud. Each day, a snapshot of all data occurs. All data is accessible in realtime via the cloud. Within the cloud are multiple levels of redundancy and failover to various datacenters regionally situated across the U.S.

Servers are locked and managed in a secure environment with temperature and moisture monitoring with badge access limited to only key personnel. *All digital data in the possession of Kofile and used for production purposes is as follows:*

All data is kept in secure locations with controlled and limited access both physically and electronically. Only such personnel that require access to the data for either production-related purposes or Information Technology (IT) -related maintenance is allowed.

- All production data (with the exception of specific projects) is copied to the primary site daily (nightly).
- All data at rest is encrypted.
- All data is restricted to a “need to access” basis.
- All data is nightly backed-up (with encryption).
 - ◇ A secondary copy of this backup is copied offsite to a secure co-location over VPN tunnel.
- All data is both weekly and monthly backed-up to a tape archive.
 - ◇ A copy of this archive is stored in the Media Vault (Dallas primary site).

Kofile follows the industry standard backup and archive principle of 3->2->1:

- 3 copies of the data (and generally more); 2 Different media formats; 1 Copy offsite

PROJECT MANAGEMENT

Kofile has never experienced an event in which unauthorized access resulted in any unsanctioned distribution of information.

- Issues are resolved with direct and open communication with the designated Webb County personnel.
- Kofile will meet any reasonable tracking requirements set by Webb County and maintain adequate files and records and meet statistical reporting requirements.
- The County is open to inspect the records at any point of the project without notice.
- At every stage, Kofile will advise the County of unusual or unexpected conditions and proceed only with authorization by the County’s authorized designee.
- Upon award and approval, Kofile will confirm all necessary reporting required.
- Kofile will disclose any loss, damage to, or theft of the documents immediately upon becoming aware of such damage. Kofile will provide information about security incidents in the secure rooms to the Webb County within (24) hours of detection. Included in these reports are incidences involving the server, workstations, physical space, or the County’s documents.

The Project Manager leads Kofile’s performance team and has the following responsibilities:

- Project planning and kickoff
- Project phase management
- Execution, monitoring, and reporting
- Risk management
- Stakeholder and customer communication
- Single source contact for customers
- On time deliverables

Kofile's Project Management Team is led by Trish Angleton. The Project Manager is responsible for project supervision along with the Account Executive.

The Project Manager provides a work breakdown structure (WBS) and task structure for each project. This methodology is the basis for Kofile's Project Management Office (PMO) project management system allowing for open communication between stakeholders, seamless transitions between project phases, risk management, resource management, and concise reporting on project health and delivery. Kofile is committed to open and frequent communication between Webb County believing it to be essential for a successful project and healthy customer relationship. To ensure agreed upon schedules are met, both parties will be aware of the status of the various tasks in progress at any given time due to regular reporting and communication.

Kofile's Project Management Methodology (KS/PMM) is a grouping of plans, processes, procedures, and tools used to manage a project. KS/PMM is built on the recognized project management areas of knowledge of *A Guide to the Project Management Body of Knowledge (PMBOK® Guide) — Third Edition*.

ACCESSIBILITY

Records held at Kofile are viewed as private and confidential and treated as such. Webb County is guaranteed access to records via email or toll-free fax at Kofile's expense.

Upon receipt of a records request, Kofile flags the requested record and verifies inventory control, pulls supporting paperwork, and emails/faxes a response to the approved requester or alternate. The turnaround time is expeditious and will meet or exceed Webb County's requirements.

Requests for plats or oversized documents are handled accordingly. If Webb County has a plat printer, then Kofile can email a working copy image for immediate printing. If not, and a reasonable number of hard copies are required, Kofile will print and ship directly to Webb County.

Kofile has never charged for fulfillment of ad-hoc requests for copies of records in its possession by the County. This is a standard level of service for any project.

QUALITY ASSURANCE PLAN

An integral part of project management relates to the cataloguing of tracking incoming items (physical or digital). Kofile uses NetSuite as its enterprise resource planning system (ERP) to produce unique IDs via barcodes for each physical control unit. Each workstation has a tablet device that technicians use to check in and out work as it moves through production. This ERP provides the tools necessary to establish positive control of the project and continuously manage inventory (e.g., book, document, image, microfilm). Kofile can track the individual status of each item traveling through its system. ERP is also used for audit tracking purposes for each employee.

OWNERSHIP OF DATA

All Webb County records (including volumes, document, digital images, metadata, and microfilm) serviced by Kofile shall remain the property of Webb County. This policy is applicable to any agreement, verbal or written, between Webb County and Kofile.

- The records are not used by Kofile other than in connection with providing the services pursuant to any agreement between Kofile and Webb County.
- The records are not commercially exploited by or on behalf of Kofile, its employees, officers, agents, invitees, or assigns, in any respect.

WORK PLAN & SCHEDULE

Kofile is available to begin the project upon award of contract. A kickoff call will occur within 30 days of contract execution and will set mutually-agreed-upon timelines.

Kofile does not have any commitments that may impact its ability to perform this project. There are no other factors known to Kofile that could materially impair the ability to carry out duties and obligations under this Contract or that could materially affect the County's decision. Following the execution of an Agreement, Kofile will complete the project based on a mutually agreed upon timeline. Both Kofile and the County will mutually agree to any reasonable changes to the timeline.

Indexing will commence within thirty (30) days of receipt of images. Completion time varies based on the project size. A sample of 500-1,000 documents is provided to the Webb County Clerk's Office for review approximately (30) days following the commencement of indexing.

APPENDIX I. REQUIRED FORMS

THIS FORM MUST BE INCLUDED WITH RFP PACKAGE; PLEASE CHECK OFF EACH ITEM INCLUDED WITH RFP PACKAGE AND SIGN BELOW TO COMPLETE SUBMITTAL / COMPLETION OF EACH REQUIRED ITEM.

**ARPA Project No. 22
Indexing Project of Historical Documents for the Webb County Clerk**

- References Form
- Conflict of Interest Form (CIQ)
- Certification regarding Debarment (Form H2048)
- Certification regarding Federal lobbying (Form 2049)
- Code of Ethics Affidavit
- House Bill 89 Form
- Senate Bill 252 Form
- SAMs Registration completed by Offeror (**See Section 1.13**)
- Proof of No Delinquent Tax Owed to Webb County



Signature of Person Completing this Package


January 28, 2023

Date

REFERENCES FORM

Please see Pages 18-20 for the required References Form.

CONFLICT OF INTEREST QUESTIONNAIRE (FORM CIQ)

CONFLICT OF INTEREST QUESTIONNAIRE		FORM CIQ
For vendor doing business with local governmental entity		
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	OFFICE USE ONLY	
<p>1 Name of vendor who has a business relationship with local governmental entity.</p> <p>Kofile Technologies, Inc.</p>	<p>Date Received</p>	
<p>2 <input checked="" type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>		
<p>3 Name of local government officer about whom the information is being disclosed.</p> <p style="text-align: center;">None</p> <p style="text-align: center;">Name of Officer</p>		
<p>4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</p> <p style="margin-top: 20px;">A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="margin-left: 100px;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p style="margin-top: 10px;">B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="margin-left: 100px;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p>		
<p>5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</p>		
<p>6 <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</p>		
<p>7</p> <p style="text-align: center;"></p> <p style="text-align: center;">Signature of vendor doing business with the governmental entity</p>		<p>January 28, 2023</p> <p>Date</p>

CERTIFICATION REGARDING DEBARMENT (FORM H2048)

Texas Department of
Agriculture

Form H2048
January 2008

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS

PART A.

Federal Executive Orders 12549 and 12689 require the Texas Department of Agriculture (TDA) to screen each covered potential contractor to determine whether each has a right to obtain a contract in accordance with federal regulations on debarment, suspension, ineligibility, and voluntary exclusion. Each covered contractor must also screen each of its covered subcontractors.

In this certification “contractor” refers to both contractor and subcontractor; “contract” refers to both contract and subcontract.

By signing and submitting this certification the potential contractor accepts the following terms:

1. The certification herein below is a material representation of fact upon which reliance was placed when this contract was entered into. If it is later determined that the potential contractor knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the Department of Health and Human Services, United States Department of Agriculture or other federal department or agency, or the TDA may pursue available remedies, including suspension and/or debarment.
2. The potential contractor will provide immediate written notice to the person to which this certification is submitted if at any time the potential contractor learns that the certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The words “covered contract”, “debarred”, “suspended”, “ineligible”, “participant”, “person”, “principal”, “proposal”, and “voluntarily excluded”, as used in this certification have meanings based upon materials in the Definitions and Coverage sections of federal rules implementing Executive Order 12549. Usage is as defined in the attachment.
4. The potential contractor agrees by submitting this certification that, should the proposed covered contract be entered into, it will not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department of Health and Human Services, United States Department of Agriculture or other federal department or agency, and/or the TDA, as applicable.

Do you have or do you anticipate having subcontractors under this proposed contract?

Yes

No


5. The potential contractor further agrees by submitting this certification that it will include this certification titled “Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Covered Contracts” without modification, in all covered subcontracts and in solicitations for all covered subcontracts.
6. A contractor may rely upon a certification of a potential subcontractor that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless it knows that the certification is erroneous. A contractor must, at a minimum, obtain certifications from its covered subcontractors upon each subcontract’s initiation and upon each renewal.
7. Nothing contained in all the foregoing will be construed to require establishment of a system of records in order to render in good faith the certification required by this certification document. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for contracts authorized under paragraph 4 of these terms, if a contractor in a covered contract knowingly enters into a covered subcontract with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, Department of Health and Human Services, United States Department of Agriculture, or other federal department or agency, as applicable, and/or the TDA may pursue available remedies, including suspension and/or debarment.

PART B. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS

Indicate in the appropriate box which statement applies to the covered potential contractor:

- The potential contractor certifies, by submission of this certification, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any federal department or agency or by the State of Texas.
- The potential contractor is unable to certify to one or more of the terms in this certification. In this instance, the potential contractor must attach an explanation for each of the above terms to which he is unable to make certification. Attach the explanation(s) to this certification.

Name of Contractor	Vendor ID No. or Social Security No.	Program No.
Kofile Technologies, Inc.	26-4034328	RFP 2023-003



 Signature of Authorized Representative

January 28, 2023

 Date

Michael Hill, Chief Revenue Officer

 Printed/Typed Name and Title of
 Authorized Representative

CERTIFICATE REGARDING FEDERAL LOBBYING (FORM 2049)

Texas Department of
Agriculture

Form H2049
January 2008

CERTIFICATION REGARDING FEDERAL LOBBYING (Certification for Contracts, Grants, Loans, and Cooperative Agreements)

PART A. PREAMBLE

Federal legislation, Section 319 of Public Law 101-121 generally prohibits entities from using federally appropriated funds to lobby the executive or legislative branches of the federal government. Section 319 specifically requires disclosure of certain lobbying activities. A federal government-wide rule, “New Restrictions on Lobbying”, published in the Federal Register, February 26, 1990, requires certification and disclosure in specific instances.

PART B. CERTIFICATION

This certification applies only to the instant federal action for which the certification is being obtained and is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with these federally funded contract, subcontract, subgrant, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions. (If needed, contact the Texas Department of Agriculture to obtain a copy of Standard Form-LLL.)

3. The undersigned shall require that the language of this certification be included in the award documents for all covered subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all covered subrecipients will certify and disclose accordingly.

Do you have or do you anticipate having covered subawards under this transaction?

- Yes
 No

Name of Contractor/Potential Contractor	Vendor ID No. or Social Security No.	Program No.
Kofile Technologies, Inc.	26-4034328	RFP 2023-003

Name of Authorized Representative	Title
Michael Hill	Chief Revenue Officer



Signature – Authorized Representative

January 28, 2023

Date

CODE OF ETHICS AFFIDAVIT

WEBB COUNTY PURCHASING DEPT.
QUALIFIED PARTICIPATING VENDOR CODE OF ETHICS
AFFIDAVIT FORM

STATE OF TEXAS *
COUNTY OF DALLAS *

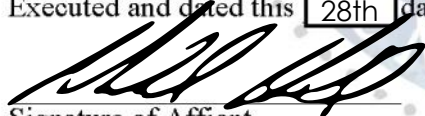
KNOW ALL MEN BY THESE PRESENTS:

BEFORE ME the undersigned Notary Public, appeared Michael Hill, the herein-named "Affiant", who is a resident of Sarasota County, State of Florida and upon his/her respective oath, either individually and/or behalf of their respective company/entity, do hereby state that I have personal knowledge of the following facts, statements, matters, and/or other matters set forth herein are true and correct to the best of my knowledge.

I personally, and/or in my respective authority/capacity on behalf of my company/entity do hereby confirm that I have reviewed and agree to fully comply with all the terms, duties, ethical policy obligations and/or conditions as required to be a qualified participating vendor with Webb County, Texas as set forth in the Webb County Purchasing Code of Ethics Policy posted at the following address: <http://www.webbcountytexas.gov/PurchasingAgent/PurchasingEthicsPolicy.pdf>

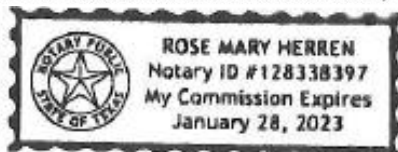
I personally, and/or in my respective authority/capacity on behalf of my company/entity do hereby further acknowledge, agree and understand that as a participating vendor with Webb County, Texas on any active solicitation/proposal/qualification that I and/or my company/entity failure to comply with the Code of Ethics policy may result in my and/or my company/entity disqualification, debarment or make void my contract awarded to me, my company/entity by Webb County. I agree to communicate with the Purchasing Agent or his designees should I have questions or concerns regarding this policy to ensure full compliance by contacting the Webb County Purchasing Dept. via telephone at (956) 523-4125 or e-mail to the Webb County Purchasing Agent to joel@webbcountytexas.gov.

Executed and dated this 28th day of January, 2023


Signature of Affiant

Michael Hill
Printed Name of Affiant/Company/Entity

SWORN to and subscribed before me, this 28th day January, 2023




NOTARY PUBLIC, STATE OF TEXAS

HOUSE BILL 89 FORM

Offeror: Complete & Return this Form with Response Submission.

House Bill 89 Verification

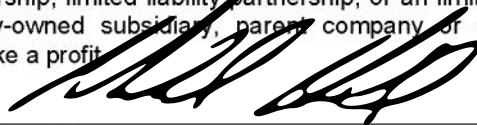
I, Michael Hill, the undersigned representative of (company or business name) Kofile Technologies, Inc. (heretofore referred to as company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or an limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business association that exist to make a profit



Signature of Company Representative

January 28, 2023

Date

On this 28th day of January, 2023, personally appeared

Michael Hill, the above named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

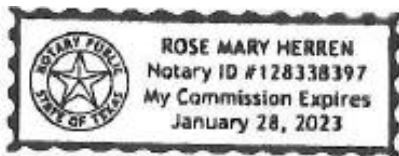


Notary Seal

Notary Signature

January 28, 2023

Date



SENATE BILL 252 FORM

**Offeror: Complete & Return this Form with Response Submission.
Senate Bill 252 Certification**

SB 252 CHAPTER 2252 CERTIFICATION I, Michael Hill, the undersigned representative of Kofile Technologies, Inc. (Company or business name) being an adult over the age of eighteen (18) years of age, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that the company named above is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153. I further certify that should the above-named company enter into a contract that is on said listing of companies on the website of the Comptroller of the State of Texas which do business with Iran, Sudan or any Foreign Terrorist Organization, I will immediately notify Mr. Jose Angel Lopez III, Webb County Purchasing Agent at (956) 523-4125 or via email at joel@webbcountytx.gov

Michael Hill Name of Company Representative (Print)

 Signature of Company Representative

January 28, 2023 Date

SAM.GOV ENTITY REGISTRATION (SAM CLEARANCE)



KOFILE TECHNOLOGIES, INC.

ALERT! This entity is only available FOR OFFICIAL USE ONLY.

DUNS Unique Entity ID 078296441	SAM Unique Entity ID GUUCEJ3BYEB4	CAGE / NCAGE 6PGU1
Purpose of Registration All Awards	Registration Status Active	Expiration Date Jan 20, 2023
Physical Address 6300 Cedar Springs RD Dallas, Texas 75235-5809 United States	Mailing Address P.O. Box 541028 Dallas, Texas 75354 United States	

Business Information

Doing Business as (blank)	Division Name (blank)	Division Number (blank)
Congressional District Texas 30	State / Country of Incorporation Delaware / United States	URL www.kofile.com
MPIN *****rve1		

Registration Dates

Activation Date Jan 27, 2022	Submission Date Jan 20, 2022	Initial Registration Date Mar 9, 2012
--	--	---

Entity Dates

Entity Start Date Jan 1, 2009	Fiscal Year End Close Date Dec 31
---	---

Immediate Owner

CAGE 1GOL5	Legal Business Name KOFILE INC
----------------------	--

Highest Level Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Executive Compensation

In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which this specific SAM record, represented by a DUNS number, belongs) receive both of the following: 1. 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements and 2. \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?
No

Does the public have access to information about the compensation of the senior executives in your business or organization (the legal entity to which this specific SAM record, represented by a DUNS number, belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?
Not Selected

Proceedings Questions

Is your business or organization, as represented by the DUNS Number on this entity registration, responding to a Federal procurement opportunity that contains the provision at FAR 52.209-7, subject to the clause in FAR 52.209-9 in a current Federal contract, or applying for a Federal grant opportunity which contains the award term and condition described in 2 C.F.R. 200 Appendix XII?
No

Does your business or organization, as represented by the DUNS number on this specific SAM record, have current active Federal contracts and/or grants with total value (including any exercised/unexercised options) greater than \$10,000,000?
Not Selected

Within the last five years, had the business or organization (represented by the DUNS number on this specific SAM record) and/or any of its principals, in connection with the award to or performance by the business or organization of a Federal contract or grant, been the subject of a Federal or State (1) criminal proceeding resulting in a conviction or other acknowledgment of fault; (2) civil proceeding resulting in a finding of fault with a monetary fine, penalty, reimbursement, restitution, and/or damages greater than \$5,000, or other acknowledgment of fault; and/or (3) administrative proceeding resulting in a

finding of fault with either a monetary fine or penalty greater than \$5,000 or reimbursement, restitution, or damages greater than \$100,000, or other acknowledgment of fault?

Not Selected

Exclusion Summary

Active Exclusions Records?

No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure	Entity Type	Organization Factors
Corporate Entity (Not Tax Exempt)	Business or Organization	(blank)
Profit Structure		
For Profit Organization		

Socio-Economic Types

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Financial Information

Accepts Credit Card Payments	Debt Subject To Offset
Yes	No

EFT Indicator	CAGE Code
0000	6PGU1

Electronic Funds Transfer

Account Type	Routing Number	Lock Box Number
Financial Institution	Account Number	

Automated Clearing House

Phone (U.S.)	Email	Phone (non-U.S.)
Fax		

Remittance Address

Taxpayer Information

EIN	Type of Tax	Taxpayer Name
****4328	Applicable Federal Tax	Kofile Technologies Inc
Tax Year (Most Recent Tax Year)	Name/Title of Individual Executing Consent	TIN Consent Date
2020	President	Jan 20, 2022
Address		
6300 Cedar Springs RD		
Dallas, Texas 75235		

Points of Contact

Accounts Receivable POC

✎
 Pamela Schneider
 pam.schneider@kofile.com
 2146827849

Electronic Business

✎	6300 Cedar Springs RD
Susanna Records	Dallas, Texas 75235

Last updated by Susanna Records on Jan 20, 2022 at 07:09 PM

KOFILE TECHNOLOGIES, INC.

preserve@kofile.com
 3373756338
 SUSANNA RECORDS
 SUSANNA.RECORDS@KOFILE.com
 3373756338

United States
 6300 Cedar Springs RD
 Dallas, Texas 75235
 United States

Government Business

♀
 Susanna Records
 susanna.records@kofile.com
 3373756338

6300 Cedar Springs RD
 Dallas, Texas 75235
 United States

SUSANNA RECORDS
 SUSANNA.RECORDS@KOFILE.com
 3373756338

6300 Cedar Springs RD
 Dallas, Texas 75235
 United States

Security Information

Company Security Level
 (blank)

Highest Level Employee Security Level
 (blank)

Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	518210	Data Processing, Hosting, And Related Services
	424120	Stationery And Office Supplies Merchant Wholesalers
	511210	Software Publishers
	519120	Libraries And Archives
	541519	Other Computer Related Services
	541922	Commercial Photography
	541990	All Other Professional, Scientific, And Technical Services

Size Metrics

IGT Size Metrics

Annual Revenue (from all IGTs)
 (blank)

Worldwide

Annual Receipts (in accordance with 13 CFR 121)
 \$116,000,000.00

Number of Employees (in accordance with 13 CFR 121)
 405

Location

Annual Receipts (in accordance with 13 CFR 121)
 (blank)

Number of Employees (in accordance with 13 CFR 121)
 (blank)

Industry-Specific

Barrels Capacity
 (blank)

Megawatt Hours
 (blank)

Total Assets
 (blank)

Electronic Data Interchange (EDI) Information

This entity did not enter the EDI information

Disaster Response

Yes, this entity appears in the disaster response registry.

Bonding Levels	Dollars
(blank)	(blank)

States

Counties

Metropolitan Statistical Areas

<https://sam.gov/entity/078296441/coreData?status=Active>

Page 3 of 4

Last updated by Susanna Records on Jan 20, 2022 at 07:09 PM

KOFILE TECHNOLOGIES, INC.

Any

(blank)

(blank)

PROOF OF NO DELINQUENT TAXES OWED TO WEBB COUNTY

PROOF OF NO DELINQUENT TAXES OWED TO WEBB COUNTY

Name n/a owes no delinquent property taxes to Webb County.

Kofile Technologies, Inc. owes no property taxes as a business in Webb County.
(Business Name)

n/a owes no property taxes as a resident of Webb County.
(Business Owner)

Michael Hill 
Person who can attest to the above information

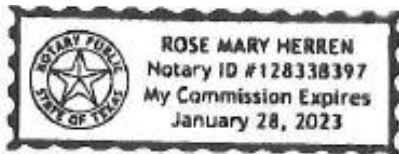
*** SIGNED NOTORIZED DOCUMENT AND PROOF OF NO DELINQUENT TAXES TO WEBB COUNTY.**

The State of Texas
County of Webb

Before me, a Notary Public, on this day personally appeared Michael Hill, know to me (or proved to me on the oath of Susanna Records to be the person whose name is subscribed to the forgoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

Given under my hand and seal of office this 28th day of January 2023.

Notary Public, State of Texas



Rose Mary Herren

(Print name of Notary Public here)

My commission expires the 28th day of January 2023.

APPENDIX II. ACKNOWLEDGMENT OF ADDENDA

County of Webb

ADDENDUM No. 1 TO THE RFP DOCUMENTS

Addendum Date: December 20, 2022

RFP DOCUMENT NUMBER RFP 2023-003

ARPA Project No. 22

“Indexing Project of Historical Documents for the Webb County Clerk”

A. This Addendum shall be considered part of the RFP documents for the above-mentioned project as though it had been issued at the same time and shall be incorporated integrally therewith. Where provisions of the following supplementary data differ from those of the original bid documents, this Addendum shall govern and take precedence. **RESPONDENTS MUST SIGN THE ADDENDUM AND SUBMIT IT WITH THEIR BIDS/PROPOSALS.**

B. Respondent are hereby notified that they shall make any necessary adjustments in their estimates as a result of this Addendum. It will be construed that each bidder's proposal is submitted with full knowledge of all modifications and supplemental data specified herein.

Except as described below, the original RFP document remains unchanged. The RFP documents are modified and/or clarified, as follows:

- **1.34 Insurance Requirements:**

General Liability - \$1,000,000 per occurrence, \$2,000,000 annual aggregate with separate \$2,000,000 aggregate for products and completed operations. General liability should include \$1,000,000 Personal/Advertising liability

Automobile Liability - \$1,000,000 combined single limit including owned, non-owned and hired auto coverage

Workers Compensation – Statutory compensation with \$1,000,000 Employers’ Liability

Cyber Liability – \$5,000,000 including third party liability

General Liability and Automobile Liability should include a primary and non-contributory additional insured in favor of the County

All required coverages should include a waiver of subrogation in favor of the County

All policies should be endorsed to provide the County a minimum of 30 days advanced notice of cancellation

Addendum No. 1 - Page 2 of 2

**RESPONDENT MUST ACKNOWLEDGE THIS ADDENDUM BY
SIGNING BELOW AND ATTACHING THE SIGNED ADDENDUM TO
THE PROPOSAL FORM(S):**

Company Name
Kofile Technologies, Inc.

Contact Person
Michael Hill

Signature


Date
January 28, 2023

THIS CONCLUDES ADDENDUM NO. 1 IN ITS ENTIRETY.

This Addendum is being transmitted electronically via our E-Bid site @ <https://webbcountyebid.ionwave.net/Login.aspx>. If you have any questions, please direct them to; Juan Guerrero Jr. (956) 523-4149 or email at juguerrero@webbcountytexas.gov.

AGENCY CUSTOMER ID: _____
 LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Willis Towers Watson Northeast, Inc.		NAMED INSURED Kofile Group Holdings, L.P. 6300 Cedar Springs Road Dallas, TX 75235	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Kofile Products, Inc.
 GovOS, Inc.
 MUNIREvs, Inc.
 MUNIREvs, Inc. d/b/a LODGINGREvs
 Bizodo, Inc. d/b/a SeamlessDocs
 Kofile Shared Services, Inc.
 Kofile Management Services, Inc.
 Kofile, Inc.
 Kofile Services, Inc.
 Kofile Software Intermediate Holdings, L.P.

Cyber Tech / E&O - Each Claim \$5,000,000
 Professional Liability/Technology Services Liability - Each Claim \$5,000,000
 Media Liability - Each Claim \$5,000,000
 Privacy/Network Security & Privacy - Each Claim - \$5,000,000
 Privacy and Network Security Breach Costs \$5,000,000
 Direct Business Interruption Loss \$5,000,000
 Cyber Extortion Threat \$5,000,000
 Contingent Business Interruption Loss \$5,000,000
 Digital Asset Loss \$50,000
 Professional Liability/Technology Services Liability Retro Date: 10/30/2009



RECORD SERIES	Volume Range	Yr. Range	EST PAGE COUNT	EST DOC COUNT	SERVICES	NOTES	Proposal Price (\$)
Deed	A, B, C, and 1 - 125	1836 - 1930	75,326	97,498	ID	Vols. A & B in Spanish	\$316,137.50
Deed of Trust	1 - 7	1887 - 1907	4,228	3787	ID		\$15,148.00
** TOTAL PROPOSAL PRICE							\$ 331,285.50

ESTIMATED PAGE COUNT BREAKDOWN:

Volume	Book	Yr.	Pg. Count	Type
Deed	36		640	Manuscript
Deed	37		639	Manuscript
Deed	39		27	Manuscript
Deed	40	1899	242	Manuscript
Deed	41		640	Manuscript
Deed	42		639	Manuscript
Deed	43		644	Manuscript
Deed	44		639	Manuscript
Deed	45	1905	640	Manuscript
Deed	46		639	Manuscript
Deed	47		640	Manuscript
Deed	48		634	Manuscript
Deed	49		640	Manuscript
Deed	50	1907	606	Manuscript
Deed	51		637	Manuscript
Deed	52		14	Manuscript
Deed	53		640	Manuscript
Deed	54		640	Manuscript
Deed	55		639	Manuscript
Deed	56		638	Manuscript
Deed	57		639	Manuscript
Deed	58		640	Manuscript
Deed	59		640	Manuscript
Deed	60	1912	640	Manuscript
Deed	61		639	Manuscript
Deed	62		638	Manuscript
Deed	63		635	Manuscript
Deed	64		640	Manuscript
Deed	65		638	Manuscript
Deed	66		631	Manuscript
Deed	67		640	Manuscript
Deed	68		646	Manuscript
Deed	69		645	Manuscript
Deed	70	1919	639	Manuscript
Deed	71		217	Manuscript
Deed	73		640	Manuscript
Deed	C	1860	558	Manuscript
Deed	1		638	Manuscript

Deed	2		640	Manuscript
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EXHIBIT B

Volume	Book	Yr.	Pg. Count	Type
Deed	3		405	Manuscript
Deed	4		648	Manuscript
Deed	5		461	Manuscript
Deed	6		799	Manuscript
Deed	7		799	Manuscript
Deed	8		797	Manuscript
Deed	9		811	Manuscript
Deed	10		799	Manuscript
Deed	11		636	Manuscript
Deed	12		639	Manuscript
Deed	13		639	Manuscript
Deed	14		637	Manuscript
Deed	15		637	Manuscript
Deed	16		639	Manuscript
Deed	17		640	Manuscript
Deed	18		640	Manuscript
Deed	19		641	Manuscript
Deed	20		640	Manuscript
Deed	21		640	Manuscript
Deed	22		638	Manuscript
Deed	23		373	Manuscript
Deed	24		642	Manuscript
Deed	25		632	Manuscript
Deed	26		638	Manuscript
Deed	27		638	Manuscript
Deed	28		86	Manuscript
Deed	29		639	Manuscript
Deed	30		637	Manuscript
Deed	31		95	Manuscript
Deed	32		638	Manuscript
Deed	33		639	Manuscript
Deed	35		638	Manuscript
Deed	89		640	Manuscript
Deed	90		640	Manuscript
Deed	100		207	Manuscript
Deed	110		648	Manuscript
Deed	117		643	Manuscript
Deed	123		646	Manuscript
Deed	125	1930	640	Manuscript
Deed	A	1836	88	Spanish
Deed	B	1840	97	Spanish
Deed	72	1919	640	Typed
Deed	74		645	Typed
Deed	75		640	Typed
Deed	76		640	Typed
Deed	77		640	Typed
Deed	78	1920	639	Typed
Deed	79	1920	640	Typed
Deed	80	1921	640	Typed
Deed	81		639	Typed
Deed	82		639	Typed
Deed	83		640	Typed
Deed	84		640	Typed
Deed	85		640	Typed

Deed	86		640	Typed
Deed	87		640	Typed
Deed	88		640	Typed

EXHIBIT B

Volume	Book	Yr.	Pg. Count	Type
Deed	91		640	Typed
Deed	92		640	Typed
Deed	93		640	Typed
Deed	94		640	Typed
Deed	95		640	Typed
Deed	96		640	Typed
Deed	97		640	Typed
Deed	98		640	Typed
Deed	99		640	Typed
Deed	101	1926	639	Typed
Deed	102		640	Typed
Deed	103		640	Typed
Deed	104		640	Typed
Deed	105		640	Typed
Deed	106		438	Typed
Deed	107		640	Typed
Deed	108		639	Typed
Deed	109		641	Typed
Deed	111		640	Typed
Deed	112		639	Typed
Deed	113		639	Typed
Deed	114		641	Typed
Deed	115		645	Typed
Deed	116		640	Typed
Deed	118		376	Typed
Deed	119		640	Typed
Deed	120		639	Typed
Deed	121		640	Typed
Deed	122		640	Typed
Deed	124		499	Typed
Est. Page Count Total:			75,326	

Volume	Book	Yr.	Pg. Count	Type
Deed of Trust	1	1887	468	Manuscript
Deed of Trust	2	1886	640	Manuscript
Deed of Trust	3	1890	640	Manuscript
Deed of Trust	4	1890	609	Manuscript
Deed of Trust	5	1893	639	Manuscript
Deed of Trust	6	1903	641	Manuscript
Deed of Trust	7	1907	591	Manuscript
Est. Page Count Total:			4,228	

****TOTAL PRICE PROPOSAL IN WORDS:**

Three hundred thirty one thousand two hundred eighty five dollars and fifty cents.

The undersigned bidder certifies that he has currently checked the bid prices contained herein and is entirely satisfied that they are correct and final.

BIDDER: Kofile Technologies, Inc.

BY: Michael Hill

TITLE: Chief Revenue Officer
ADDRESS: 6300 Cedar Springs Road
CITY: Dallas STATE: Texas
ZIP: 75235 PHONE: 214-351-4800

Attachment A

EXHIBIT C

KOFILE STANDARD TERMS AND CONDITIONS

FOR GOODS AND SERVICES

Welcome to Kofile Technologies, Inc., (“**KOFILE**”). Kofile is a Delaware corporation with a business address of 6300 Cedar Springs Road, Dallas, Texas 75235.

These Standard Terms and Conditions (“Terms”) are incorporated into and a part of the contract between Kofile and the Customer under which Kofile provides services or products (collectively “Services”) to a Customer. A Customer is the governmental entity or company which has executed an Agreement with Kofile for Services. Customer and Kofile may each be referred to as a “Party” and together the “Parties.”

1. Scope and Timing of Services

During the term of the Agreement, Kofile will provide Customer with Services outlined and set forth in the Proposal. Unless otherwise specified in the Proposal, Kofile will arrange for the transportation of the Customer records for Service as necessary and Kofile may use third parties to provide certain portions of the Services. Kofile will use reasonable efforts to complete the Services within the time-period(s) indicated in a Schedule or as otherwise agreed to by the parties.

2. Termination

This Agreement is subject to termination for convenience and without penalty by either party with no less than thirty (30) days written notice to the other party. Either party may terminate this Agreement for a material breach of the other party if such breach remains uncured after ten (10) days written notice to the other party. Kofile will use reasonable efforts not to incur additional fees upon notice of termination. Customer will be responsible for payment of all Services performed through the termination date.

3. Payment Terms

a. Fees. Customer will timely pay all undisputed amounts required under the Agreement. Kofile’s Proposal pricing is provided as good faith estimate of cost based upon information about the project provided to or understood by Kofile. Actual pricing may vary based upon the actual quantity and condition of records as determined after a full assessment performed by Kofile once it receives the Records. As a result, actual price may vary from an estimated price listed in a Proposal. Kofile will notify Customer within a reasonable period of time from when it determines actual price will exceed an estimated price.

b. Invoicing and Payment. Unless otherwise provided for in the Proposal: a) payment of all fees is due in full upon the Effective Date of the Agreement; and b) Customer will pay all invoiced amounts due within 30 days of the date on the applicable invoice. Customer is responsible for providing complete and current billing and contact information.

c. Taxes. Fees do not include any taxes, levies, duties, or similar assessments of any kind including value-added, sales, use or withholding taxes (“Taxes”). Unless indicated otherwise in the Proposal, Customer is exempt from Taxes and can provide an exemption certificate or citation to legal authority

EXHIBIT C

outlining Customer's tax-exempt status. Kofile is responsible for taxes assessed against Kofile based on its income, property, or employees.

d. Suspension. Kofile may suspend provision of Services to Customer if Customer does not pay in full any undisputed balance within sixty (60) days of the date of an invoice until Customer satisfies any undisputed.

4. Indemnification

Kofile shall defend, indemnify, and hold harmless the Customer and its officers, agents, and employees, from any and all losses, claims, demands, damages, injuries, causes of action, assessments, penalties, costs, expenses, judgments, or other liabilities (collectively "Claims") arising directly out of Kofile's negligent performance of any Services provided pursuant to this Agreement. Kofile's indemnification obligation shall only exist for the Term of this Agreement. Nothing in this Agreement shall be construed to require Kofile to provide indemnification for Claims (a) arising out of or otherwise related to, in whole or in part, the negligence or willful misconduct of the Customer or (b) concerning or otherwise related to the accuracy or inaccuracy, content, or omission of any information provided by, or on behalf of, Customer to Kofile.

5. Limitation of Liability

- a. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY CLAIMS, PENALTIES OR DAMAGES, WHETHER IN CONTRACT, TORT, OR BY WAY OF INDEMNIFICATION, IN AN AMOUNT EXCEEDING THE FEES PAID BY CUSTOMER TO KOFIL IN THE MOST RECENT TWELVE (12) MONTHS.
- b. UNDER NO CIRCUMSTANCES WILL EITHER PARTY TO THIS AGREEMENT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, INTRINSIC VALUE, OR SPECIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, HOWEVER CAUSED AND BASED ON ANY THEORY OF LIABILITY. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

6. Confidentiality

a. Subject to legal process and any public records request laws, information disclosed by or otherwise obtained from a party ("Disclosing Party") to or by the other party ("Receiving Party"), designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, will be maintained in confidence by the Receiving Party. Customer will provide Kofile sufficient notice of any public records request pertaining to Kofile information to allow Kofile time to identify to Customer any applicable exemptions to disclosure for Customer's consideration.

b. Confidentiality Safeguards. Kofile will maintain appropriate physical, administrative and technical safeguards to protect Confidential Information constituting non-public personal information provided to it by Customer. Kofile will only use and disclose non-public information to its employees, agents, or subcontractors for the purpose of providing Service subject to the terms of the Agreement. Kofile will be permitted to compile and use aggregated or anonymized data from certain Services for Kofile's business purposes provided Customer is not identified as the source of such data. Upon

EXHIBIT C

creation, Kofile will be the owner of any aggregated or anonymized data and may copy, comingle, and use such data for analytics, improving our services, or any other lawful purpose.

- a. Healthcare Information. Personal healthcare information (PHI) and other healthcare information may be subject to regulations including the Health Insurance Portability and Accountability Act (“HIPAA”). HIPAA may require the parties to enter into a business associate agreement (“BAA”) regarding PHI. Unless indicated otherwise in the Proposal, Customer represents it is not a covered entity as defined by HIPAA and will not provide healthcare records subject to HIPAA without prior notice to Kofile so the parties may determine whether a BAA is required.

7. Customer Property

- a. All Customer property, including Records, sent to Kofile by Customer will remain the property of Customer. Upon written request, Kofile will return to Customer any Customer property it may possess or control. Kofile may destroy any electronic images or copies of Customer property ninety (90) days after the completion of the Services unless otherwise agreed upon by the parties. Kofile will provide Customer reasonable access to, or copies of, Records upon request while in the custody or control of Kofile.

8. Service Warranty

- a. Kofile warrants to the Customer that all Services provided under this Agreement will be performed in a manner consistent with or greater than that degree of care, qualification, and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the time the Services were performed. If any work is reasonably determined by Customer to be less than professional quality, Kofile will correct such work without charge. This warranty extends for ninety (90) business days past termination or expiration of this Agreement. This warranty is limited to reworking of the unsatisfactory product without change to the original specifications and without regard to the amount of effort expended on the original work product.

THE GOODS AND SERVICES ARE PROVIDED ON AN “AS-IS” AND “AS AVAILABLE” BASIS. EXCEPT FOR THE SERVICE WARRANTY PROVIDED HEREIN, KOFILE AND ITS AFFILIATES AND AGENTS: 1) EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUALITY, ACCURACY, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE; 2) DO NOT WARRANT THAT ACCESS TO GOODS AND SERVICES WILL BE UNINTERRUPTED, ERROR-FREE OR SECURE, OR THAT ANY INFORMATION, SOFTWARE, OR OTHER MATERIAL ACCESSIBLE OR PROVIDED THROUGH SERVICES IS ACCURATE, COMPLETE OR FREE OF VIRUSES OR OTHER HARMFUL CONTENTS OR COMPONENTS; 3) SHALL IN NO EVENT BE LIABLE FOR ANY INACCURACY, ERROR, OMISSION, OR LOSS, INJURY OR DAMAGE (INCLUDING LOSS OF DATA) CAUSED IN WHOLE OR IN PART BY FAILURES, DELAYS, OR INTERRUPTIONS OF CUSTOMER.

9. General

- a. No Actions, Suits, Proceedings, or Debarment. Kofile warrants there are no actions, suits, or proceedings, pending or threatened, that will have a material adverse effect on Kofile’s ability to fulfill

EXHIBIT C

its obligations under this Agreement. Kofile certifies as of the date of the Agreement, Kofile is not on the federal government's list of suspended, ineligible, or debarred contractors.

- b. Relationship. The parties are independent contractors, and this Agreement does not create a partnership, franchise, joint venture, agency, or employment relationship between the parties.
Assignment. Kofile will not assign, transfer, or convey its interest in this Agreement without the prior written consent of Customer, which will not be unreasonably withheld. Notwithstanding the foregoing, Kofile may freely assign this Agreement to a corporate affiliate or in the event of the sale of all, or substantially all, of its assets.
- c. Notices. All notices to Customer will be sent to the address identified on the Proposal. Notices to Kofile will be sent to the following address:

Kofile Technologies, Inc.
6300 Cedar Springs Road
Dallas, Texas 75235
Attention: Legal Department
Kofile@Legal.com

All notices must be made either via email, conventional mail, or overnight courier.

- d. Force Majeure. Except for payment obligations for Services, any delay in or failure by either party in performance of this Agreement will be excused if and to the extent the delay or failure is caused by conditions beyond its control including but not limited to war, riot, strike, lock-out, fire, flooding, natural disasters, pandemics, force majeure events of subcontractors, or any other cause beyond the reasonable control of the party whose performance is affected.
- e. Waiver. The waiver by either party of any breach of any provision of this Agreement does not waive any other breach. The failure of any party to insist on strict performance of any obligation in accordance with this Agreement will not be a waiver of the party's right to demand strict compliance in the future.
- f. Survival. Unless otherwise provided elsewhere in the Agreement, the following provisions shall survive termination or expiration of the Agreement: 4 Payment Terms, 6 Indemnification, 7 Limitation of Liability, 9 Confidentiality, 10 Customer Property, 11 Service Warranty, and 12 General.
- g. Governing Law. This Agreement and all matters arising out of or relating to this Agreement, shall be governed by the laws of the state of Customer's primary place of business without reference to the principles of conflicts laws.
- h. Modification of Terms. The Agreement may not be amended or modified except in writing and signed by both parties to the Agreement.
- i. Authority and Signatures. The individual signing the Agreement on behalf of each party represents they have authority to enter into the Agreement on behalf of their respective entities and the execution of the Agreement is an act of the entities and constitutes legal, valid, and binding obligations of the parties. Each party agrees the Agreement may be electronically signed, (digital or encrypted) and electronic signatures have the same force and effect as manually written signatures.

Request for Proposals (RFP)
RFP 2023-003

ARPA Project No. 22
Indexing Project of Historical Documents for the Webb County Clerk

Due: January 31, 2023 at/or before 10 am (CT)

Webb County is soliciting Requests for Proposals for the Indexing of Historical Deed and Deed of Trust records to include but not limited to archival indexing of manuscript and typed historical instruments to include Spanish instruments from Companies that have extensive experience working with Public Entity records in this capacity, which services requested must be in accordance with the Code of Ethics and Guidelines for Practice of the American Institute of Conservation. Records needed to be archived / preserved will include deed and deed of trust records as further detailed under the scope of services section. This document outlines the requirements, selection process and documentation necessary to submit a formal proposal in response to this RFP. **These items are being solicited to assist Webb County in completing and implementing programs and/or projects funded with its allocation of American Rescue Plan Act (ARPA) funds. This solicitation will comply with Texas Procurement Laws and with the Code of Federal Regulations §200.318 - §200.327 (General Procurement Standards).** *NOTE: All interested vendors must be registered in SAM.gov. The registration process will take 30-40minutes. After registering, the time to become active in SAM.gov takes 7-10 days. If submitting a proposal and you are not registered in SAM.gov, please register ASAP so that your active registration can be submitted with your proposal.*

The accompanying RFP with its terms, conditions, attachments and all other forms in this RFP package are due by or before 10 a.m. (Central Time) on, January 31, 2023. RFP received after the due date and time will not be accepted. All RFP meeting the required deadline will be read publicly at the following location in accordance with Federal and State Procurement rules:

Webb County Purchasing Department
1110 Washington St., Ste. 101
Laredo, Texas 78040

This RFP solicitation can be viewed at the following online address. Interested Firms/individuals may submit their Statement of Qualifications by registering on Webb County's e-Bid site and uploading their file to our "Response Attachments" tab. All new supplier registrations must be completed one workday prior to official due date of submittal. Should anyone need assistance please contact Mr. Juan Guerrero, Contract Administrator at (956) 523-4125.

<https://webbcountybid.ionwave.net/Login.aspx>



WEBB COUNTY reserves the right to reject any and all RFP, to waive informalities in the RFP process, or to terminate the RFP process at any time, if deemed in the best interest for WEBB COUNTY. In addition, WEBB COUNTY shall not, under any circumstances, be bound by or be liable for any obligations with respect to this public solicitation until such time (if at all) a professional service agreement has been awarded and all approvals obtained in form and substance satisfactory to the WEBB COUNTY have been executed and authorized by the WEBB COUNTY Commissioners Court, and then only to the extent of such fully executed agreements.

EXHIBIT D

THIS FORM MUST BE INCLUDED WITH RFP PACKAGE; PLEASE CHECK OFF EACH ITEM INCLUDED WITH RFP PACKAGE AND SIGN BELOW TO COMPLETE SUBMITTAL / COMPLETION OF EACH REQUIRED ITEM.

**ARPA Project No. 22
Indexing Project of Historical Documents for the Webb County Clerk**

- References Form

- Conflict of Interest Form (CIQ)

- Certification regarding Debarment (Form H2048)

- Certification regarding Federal lobbying (Form 2049)

- Code of Ethics Affidavit

- House Bill 89 Form

- Senate Bill 252 Form

- SAMs Registration completed by Offeror (**See Section 1.13**)

- Proof of No Delinquent Tax Owed to Webb County

Signature of Person Completing this Package

Date

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Section 1. Introduction to Offerors

This RFP solicitation is a public invitation to all parties interested in submitting a formal proposal for the scope of services stipulated herein. The word "Offeror" "Firm" and "Respondent" will be interchanged throughout the document, but have the same meaning as it pertains to this request for proposal; *An individual, Firm, corporation or other entity supplying information/responding to a public solicitation.*

The following items are provided as general information and instructions as required by Webb County.

1.1 Offeror Instructions

Read the document carefully. Follow all instructions. You are responsible for fulfilling all requirements of this RFP. Be sure you have a clear understanding of the RFP.

1.2 Governing Law

Offeror is advised that these requirements shall be fully governed by the laws of the State of Texas and that Webb County may request and rely on advice, decisions, and opinions of the Attorney General of Texas and General Counsel for Webb County concerning any portion of these requirements.

1.3 Ambiguity, Conflict, or other errors in the RFP

If Offeror discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, Offeror shall immediately notify the Webb County Purchasing Agent of such error in writing and request modification or clarification of the document. Modifications will be made by issuing Addenda. Written notice will be given to all parties who have been furnished with the RFP without divulging the source of the request for the same. If the Offeror fails to notify the Webb County Purchasing Agent prior to the date and time fixed for submission of proposals of an error or ambiguity in the RFP known to Offeror, or an error or ambiguity that reasonably should have been known to Offeror, then Offeror shall not be entitled to compensation or additional time by reason of the error or ambiguity or its later resolution.

The County may also modify the RFP, no later than 48 hours prior to the date and time fixed for submission of proposals, by issuance of an Addendum to all parties who have received the RFP. All addenda will be numbered consecutively, beginning with number one (1).

1.4 Notification of Most Current Address

Firms in receipt of this RFP shall notify Mr. Juan Guerrero, Contract Administrator, of any address changes, contact person changes, and/or telephone number changes no later than 48 hours prior to the date and time fixed for submission of proposals. All electronic submittals can be retracted and resubmitted for same purpose prior to deadline. For instructions or additional information Mr. Guerrero can be reached at (956) 523-4149 or via email at juguerrero@webbcountytx.gov

1.5 PROPOSAL Preparation Cost

Respondents submitting PROPOSAL do so entirely at their expense. There is no express or implied obligation by the Webb County to reimburse a Respondent for any costs incurred in preparing or submitting PROPOSAL, providing additional information when requested by the Scoring Committee or Commissioners Court, participating in any selection interviews, site visits, or participating in this procurement.

1.6 Signature of Respondent

A transmittal letter, which shall be considered an integral part of the proposal, shall be signed by an individual who is authorized to bind the Offeror contractually. If the Offeror is a corporation, the legal name of the corporation shall be provided together with the signature of the officer or officers authorized to sign on behalf of the corporation.

EXHIBIT D

If the Offeror is a partnership, the true name of the firm shall be provided with the signature of the partner or partners authorized to sign.

If the Offeror is an individual, that individual shall sign. If signature is by an agent, other than an officer of a corporation or a member of a partnership, a power of attorney or equivalent document must be submitted prior to the deadline of RFP.

1.7 Economy of Presentation

PROPOSAL shall not contain promotional or display materials, except as they may directly answer in whole or in part questions contained in the RFP. Such exhibits shall be clearly marked with the applicable reference number of the question in the RFP. Proposals must address the technical requirements as specified in the RFP. All questions posed by the RFP must be answered concisely and clearly. PROPOSAL that do not address each criterion may be rejected and not considered.

1.8 Offeror Obligation

The contents of the response to RFP and any clarification thereof submitted by the selected Offeror shall become part of the contractual obligation and incorporated by reference into the ensuing contract.

1.9 Intentionally Left Blank

1.10 Governing Terms

In the event of any conflict of interpretation of any part of this overall document, Webb County's interpretation shall govern. To include any Addendum(s) published.

1.11 Implied Requirements

Products and services not specifically mentioned in the RFP, but which are necessary to provide the functional capabilities described by the Offeror, shall be included in the PROPOSAL, if applicable.

1.12 Compliance with RFP Specifications

It is intended that this RFP describe the requirements and the response format in sufficient detail to secure comparable PROPOSAL. Failure to comply with all provisions of the RFP may result in disqualification.

1.13 Offeror Registration: SAM (System for Award Management)

Vendors doing business with Webb County are required to be registered with The System for Award Management (SAM), with an "active" status.

The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/Fed Reg, ORCA, and EPLS. There is NO fee to register for this site. Entities may register at no cost directly from the SAM website at: <https://www.sam.gov>

NOTE: All interested vendors must be registered in SAM.gov. The registration process will take 30-40minutes. After registering, the time to become active in SAM.gov takes 7-10 days. If submitting a proposal and you are not registered in SAM.gov, please register ASAP so that your active registration can be submitted with your proposal.

1.14 Awarded Vendor(s): Submission of FORM 1295 (Texas Ethics Commission)

In accordance with House Bill 1295 (passed January 1, 2016), Vendors entering into contracts and professional agreements with Webb County will be required to complete a Certificate of Interested Parties (FORM 1295), unless contract is considered exempt as described below.

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In 2017, the Texas legislature amended the law to require Form 1295 to include an “unsworn declaration” which includes, among other things, the date of birth and address of the authorized representative signing the form. The unsworn declaration, including the date of birth and address of the signatory, replaces the notary requirement that applied to contracts entered into before January 1, 2018. The TEC filing application does not capture the date of birth or street address of the signatory and it will not appear on forms that are filed using the TEC filing application.

Changes to the law requiring certain businesses to file a Form 1295 are in effect for contracts entered into or amended on or after January 1, 2018. The changes exempt businesses from filing a Form 1295 for certain types of contracts and replace the need for a completed Form 1295 to be notarized. Instead, the person filing a 1295 needs to complete an “unsworn declaration.”

FORM 1295 Exemptions: What type of contracts are exempt from the Form 1295 filing requirement under the amended law? The amended law adds to the list of types of contract exempt from the Form 1295 filing requirement. A completed Form 1295 is not required for:

- a. a sponsored research contract of an institution of higher education
- b. an interagency contract of a state agency or an institution of higher education
- c. a contract related to health and human services if: the value of the contract cannot be determined at the time the contract is executed; and or any qualified Offeror is eligible for the contract
- d. a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity
- e. a contract with an electric utility, as that term is defined by Section 31.002, Utilities Code
- f. a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code

Upon entering into a contract or professional agreement, the Civil Legal Department will submit a request to the awarded Offeror to both:

1. Submit a FORM 1295 online via the Texas Ethics Commission website link below.

Vendors must enter the required information on Form 1295, and print a copy of the completed form. The form will include a certification of filing that will contain a unique certification number.

2. Submit a FORM 1295 hard copy (completed & signed by an Authorized Agent of the Awarded Offeror), to the Civil Legal Department.

FORM 1295, Completion Instructions, and Login Instructions are available via the Texas Ethics Commission Website at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

1.15 Acceptance of Sealed Hard Copy PROPOSAL

Webb County will accept hard copy PROPOSAL, Respondent must provide one original and four (4) copies in a sealed envelope. Sealed envelope must contain the name and number of RFP on the top right corner of envelope and be delivered sealed to the following address prior to deadline (See RFP Schedule – Section 1.41)

Webb County Purchasing Agent's Office
1110 Washington Street, Suite 101
Laredo, Texas 78045
Attn: Contract Administrator

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PROPOSAL received after the published deadline to submit will not be accepted and will be returned to Respondent unopened. **Webb County encourages all interested parties to register on our e-bid portal <https://webbcountyebid.ionwave.net/Login.aspx> Click on "Supplier Registration" and submit your PROPOSAL online.** For assistance on supplier registration please contact Mr. Juan Guerrero, Contract Administrator with the Purchasing Department at (956) 523-4125 or email at juguerrero@webbcountytexas.gov

1.16 Evaluation

Webb County reserves the right to use all pertinent information (also learned from sources other than disclosed in the RFP process) that might affect the County's judgment as to the appropriateness of an award to the best evaluated Offeror. This information may be appended to the PROPOSAL evaluation process results. Information on a service provider from reliable sources, and not within the service provider's PROPOSAL, may also be noted and made part of the evaluation file. Webb County shall have sole responsibility for determining a reliable source.

1.17 Withdrawal of Proposal

For hard copy submittals, the Offeror may withdraw its PROPOSAL by submitting a written request over the signature of an authorized individual, as described in paragraph 1.6, to the Purchasing Agent any time prior to the submission deadline. The Offeror may thereafter submit a new PROPOSAL prior to the deadline. If Offeror submitted PROPOSAL electronically (<https://webbcountyebid.ionwave.net/Login.aspx>) Offeror may retract and resubmit PROPOSAL prior to deadline without notification to the Purchasing Agent. **Modification or withdrawal of the proposal in any manner, oral or written, will not be considered if submitted after the deadline.**

1.18 Small Business Enterprises, Minority Business Enterprises & Women's Business Enterprises

Webb County encourages all Small Business Enterprises (SBE), Minority Business Enterprises (MBE), and Women's Business Enterprises (WBEs) to participate in this solicitation. Webb County will email the corresponding information to further promote participation of all SBEs, MBEs, and WBEs to the following email address mwbe@texasagriculture.gov.

1.19 Award

Webb County will award the services requested to the highest-ranking respondent based on the published weighted criterion and Respondents will be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals, and revisions may be permitted after submission and before award for the purpose of obtaining best and final offers, if requested by the Webb County Purchasing Agent on behalf of Webb County. After official award by Commissioner Court all formal submittals in respond to this RFP will become public record. Awarded Respondent's proposal will be published on Webb County's e-bid site along with the proposal tabulations.

1.20 Ownership of Proposal

All PROPOSAL become the property of Webb County and will not be returned to Respondents.

1.21 Disqualification of Respondent

Upon submission of Respondents PROPOSAL, a Respondent offering to sell supplies, materials, services, or equipment to Webb County certifies that the Offeror has not violated the antitrust laws of this state codified in Section 15.01, et seq, Business & Commerce Code, or the Federal Antitrust Laws, and has not communicated directly or indirectly the offer made to any competitor or any other person engaged in such line of business. Any or all PROPOSAL may be rejected if the County believes that collusion exists among the Respondents.

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1.22 Contractual Development

The contents of the RFP and the selected PROPOSAL will become an integral part of the contract, but may be modified by provisions of the contract as negotiated and in accordance with any and all applicable Local, State, and Federal regulations/provisions. Therefore, the Offeror must be amenable to inclusion in a contract of any information provided (in writing) either in response to this RFP or subsequently during the selection and negotiation process.

1.23 Intentionally left Blank

1.24 Contract Obligation

Webb County Commissioners' Court must award the contract, and the County Judge or other County Official authorized by Webb County Commissioners Court must sign the contract before it becomes binding on Webb County or the Offeror. **Elected Officials and Department heads are not authorized to sign contracts/agreements for Webb County for the exception of General Counsel with final approval and signature by the Webb County Judge.** Binding agreements shall remain in effect until all products and/or services covered by an executed agreement/contract have been satisfactorily delivered and accepted by Webb County.

1.25 Termination

Webb County reserves the right to terminate the agreement/contract for default if the awarded Offeror breached any of the terms stipulated on final executed agreement / contract between awarded Offeror and County, including warranties of Offeror, or if the Offeror becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies Webb County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all other requirements to Webb County's satisfaction, and/or to meet all other obligations and requirements. Contracts may be terminated without cause in accordance with final contract/agreement termination provisions with a written notice to either party unless otherwise specified.

1.26 Inspections

Webb County reserves the right to inspect any item(s) or service location(s) for compliance with specifications and requirements and needs of the using department. If a PROPOSAL cannot furnish a sample of a proposed item for review, or fails to satisfactorily show an ability to perform, the County can reject the Offeror as inadequate.

1.27 Testing

Webb County reserves the right to test equipment, supplies, material and goods proposed for quality, compliance with specifications, and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the offer is subject to rejection, if applicable.

1.28 Intentionally left Blank

1.29 Taxes

The Offeror and its sub-offerors, agents and employees, as the case may be, will be responsible for the payment of all federal, state and local taxes, and deposits or contributions imposed or required by Local, State or Federal law.

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1.30 Non-Discrimination

The successful offeror will be required to comply with the Americans With Disabilities Act and with all provisions of federal, state, county and local laws and regulations to ensure that no employee or applicant for employment is discriminated against because of race, color, religion, sex, age, handicap or national origin.

1.31 Intentionally left blank

1.32 Intentionally left blank

1.33 Acknowledgment of Insurance Requirements

By signing its PROPOSAL, Offeror acknowledges that it has read and understands the insurance requirements for this proposal as stipulated under Section 1.34 (Insurance). Offeror also understands that evidence of required insurance must be submitted within five (5) working days following notification of award of its offer; otherwise, Webb County may rescind its acceptance of the Offeror's PROPOSAL. Proof of required minimum insurance will need to be submitted directly to the Webb County Civil legal Department.

1.34 Insurance

Requirements will be posted through an official addendum after RFP is posted publicly.

1.35 Intentionally left blank

1.36 Intentionally left Blank

1.37 Special Accommodations

To request special accommodations pursuant to the Americans with Disabilities Act (ADA), please notify the contact shown below, a minimum of 48 hours prior to a scheduled meeting.

Mr. Juan Guerrero, Contract Administrator at (956) 523-4149 or email at juguerrero@webbcountytx.gov

1.38 Webb County Purchasing Code of Ethics Policy

The County of Webb will ensure that it will promote and enforce proper ethical conduct by all Vendors, Procurement Officials, Elected Officials and County employees directly or indirectly involved in the procurement process. All vendors wishing to participate in any solicitation **must sign and notarize the affidavit form included as part of this solicitation package** and upload with your electronic submission or included with your hard copy sealed submission. Failure to submit form will disqualify your bid or proposal package from being considered.

The Ethics Policy can be viewed at the Webb County Purchasing Agents website listed below for vendors to read prior to signing and submitting the affidavit form.

<http://www.webbcountytx.gov/PurchasingAgent/PurchasingEthicsPolicy.pdf>

The Webb County Purchasing Board approved the Code of Ethics policy on April 19, 2018 and adopted by the Webb County Commissioners Court on May 14, 2018.

When responding to an Active Solicitation, Vendors shall be required to disclose donations and campaign contributions by the Vendor or any individual or entity acting on the Vendor's behalf to the Purchasing Agent or his designee made within six (6) months prior to the date of the Active Solicitation. **Failure by a Vendor to accurately disclose such contributions may result in the Vendor's disqualification, debarment, or contract voidance as per Section 18 of the Ethics Policy.**

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1.39 Proposal Submissions During Time of Inclement Weather, Disaster, or Emergency

In case of inclement weather or any other unforeseen event causing the County to close for business on the date of a bid/proposal/request for statement of qualifications submission deadline, the bid/proposal/request closing will automatically be postponed until the next business day that County offices are open to the public. Should inclement weather conditions or any other unforeseen event cause delays in courier service operations, the County may issue an addendum to all known vendors interested in the project to extend the deadline. It will be the responsibility of the Offeror to notify the County of their interest in the project should these conditions impact their ability to submit a bid/proposal/statement of qualifications submission before the stated deadline. The Webb County Purchasing Agent reserves the right to make the final judgement call to extend any deadline. Should an emergency or unanticipated event interrupt normal County processes, and bid/proposal/statement of qualifications submissions cannot be received by the Webb County Purchasing Department's office by the exact time specified in the RFP and urgent County requirements preclude amendment to the RFP, the time specified for receipt of proposal will be deemed to be extended to the same time of day specified in the solicitation on the first business day on which normal County processes resume.

1.40 Questions

Questions may be submitted by Respondents by signing in to our e-bid portal and using the "Questions" tab for submission by published deadline. All questions requiring an official response will be posted on e-bids for all interested parties to read in accordance with deadlines published under Section 1.41 (RFP Schedule of Events).

1.41 RFP Schedule of Events

Activity	Time	Date	Responsible Party
Public Notice/Newspaper	n/a	Dec. 20 th , Dec. 27 th	County Purchasing Office
Posted RFP on Website	n/a	Dec. 16 th - Until awarded	County Purchasing Office
Pre-Proposal Meeting	2 pm	Jan. 11 th	County Purchasing Office
Questions Due to County	No later than 5pm	Jan. 12 th	Respondent
Posting of Answers	No later than 5pm	Jan. 13 th	County Purchasing Office
Sealed Proposals Due	10 am (CT)	Jan. 31 st	Respondent
Evaluation of Proposals	TBD	Jan. 31 st – Feb. 3 rd	Scoring Committee
Award of Contract	TBD	TBD	Governing Body
Finalization of Contract	TBD	TBD	Governing Body

Footnote: County reserves the right to adjust time and dates on above projected schedule if it is in the best interest for Webb County. Addendum will be issued to inform the Public and all interested parties.

A pre-proposal meeting has been scheduled for Wednesday January 11, 2023 @ 2 pm at the following location.

***Webb County Clerk's Office
1110 Victoria St. Ste. 201
Laredo, TX 78040***

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2.0 Appendix II to Part 200 – Contract Provisions for Non-Federal Entity Contracts under Federal Awards

The Following Federal provisions are applicable to this solicitation; Therefore, the Offeror awarded a contract from this solicitation will be subject to compliance with the provisions under the Code of Federal Regulation Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Award, to include and not limited to the General Procurement Standards under §200.317 - §200.327. In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

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(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) § 200.323 Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part

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247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

(K) § 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Firm or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Firm, or Dahua Technology Firm (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115-232, section 889 for additional information.

(d) See also § 200.471.

(l) § 200.322 Domestic preferences for procurements.

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

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(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

3. Response Format

3.1 Introduction

Each PROPOSAL submitted in response to this RFP must be organized to correspond with those numbered sections of this RFP that require a response. Failure to arrange the proposal as requested may result in the disqualification of the PROPOSAL. Conciseness and clarity of content are emphasized and encouraged. Vague and general proposals will be considered non-responsive, and will result in disqualification. The response must be complete. Failure to provide the required information may result in the disqualification of the PROPOSAL. All pages of the PROPOSAL must be numbered and the PROPOSAL must contain an organized, paginated table of contents corresponding to the sections and pages of the PROPOSAL.

3.2 Proposal Contents Requirements

Each PROPOSAL must be organized in the manner described below.

- a. Transmittal Letter
- b. Executive Summary
- c. Table of Contents
- d. Archival Indexing and related services - Experience
- e. Personnel Qualifications
- f. Price Proposal
- g. References and Projects
- h. Other information that may be helpful in the evaluation

4. Background

The Webb County Clerk's Office is currently seeking formal proposals for the indexing and modernization of historical documents. The County Clerk's Office houses an estimated 100,000 documents of historical deed records from the years of 1830-1930 alone. Many of these documents are not indexed, quickly fading and difficult to interpret due to handwritten Spanish language. This project will provide customers remote and in-person access to search the documents and will also provide the County Clerk's Office with different revenue streams. The County Clerk's goal is to continue to modernize and upgrade the public records and expedite record searching by having more documents available for in-person and electronic retrieval. During the COVID-19 pandemic, it was impossible for the general public to access these documents. Once indexed, the customers of the County Clerk's Office will be able to search the documents remotely.

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5. Scope of Services

Archival Indexing (ID)

- Key and blind re-key verify all English documents per the fields identified.
 - Document Type
 - Instrument No.
 - Document Reference No.
 - Volume/Page
 - Grantor(s)
 - Grantee(s)
 - File Date
 - Document Date
 - Brief Property Description

- Key and blind re-key verify all Spanish documents per the fields identified.
 - Grantor(s)
 - Grantee(s)
 - File Date
 - Document Date
 - Volume/Page
 - File Number

- Offeror must provide formatting of metadata (indexes) per the requirements of the County's System.
- Offeror must create a pipe-delimited index file for import into Gov-OS County Fusion Platform.
- Offeror must repair any existing documents which are not stapled correctly.
- Offeror must hold a security copy of all digital images and metadata for safekeeping.
- Offeror is not permitted to sell, distribute, or grant unauthorized access to County records.
- Offeror must provide a brief description of how Offeror will maintain records for Webb County, how they will be made accessible to the County Clerk or designated employees of the County Clerk. What will be the estimated turnaround time for producing the records. Most importantly what is the policy of Offeror in respect to confidentiality and accessibility by the County Clerk to records maintained by Offeror, if selected.

This Request for Proposal provides interested Offerors a preliminary scope of services only, Offerors are encouraged to attend the pre-proposal meeting to obtain more information and review the records to be included with scope of work (*See RFP schedule section 1.41*).

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Summary of Project Inventory

RECORD SERIES	Volume Range	Year Range	EST PAGE COUNT	EST DOC COUNT	SERVICES	NOTES
Deed	A, B, C, and 1 - 125	1836 - 1930	75,326	97,498	ID	Vols. A & B in Spanish
Deed of Trust	1 - 7	1887 - 1907	4,228	3787	ID	

PAGE COUNT BREAKDOWN OF PROJECT INVENTORY:

Volume	Book	Yr.	Pg. Count	Type
Deed	36		640	Manuscript
Deed	37		639	Manuscript
Deed	39		27	Manuscript
Deed	40	1899	242	Manuscript
Deed	41		640	Manuscript
Deed	42		639	Manuscript
Deed	43		644	Manuscript
Deed	44		639	Manuscript
Deed	45	1905	640	Manuscript
Deed	46		639	Manuscript
Deed	47		640	Manuscript
Deed	48		634	Manuscript
Deed	49		640	Manuscript
Deed	50	1907	606	Manuscript
Deed	51		637	Manuscript
Deed	52		14	Manuscript
Deed	53		640	Manuscript
Deed	54		640	Manuscript
Deed	55		639	Manuscript
Deed	56		638	Manuscript
Deed	57		639	Manuscript
Deed	58		640	Manuscript
Deed	59		640	Manuscript
Deed	60	1912	640	Manuscript
Deed	61		639	Manuscript
Deed	62		638	Manuscript
Deed	63		635	Manuscript
Deed	64		640	Manuscript
Deed	65		638	Manuscript

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Deed	66		631	Manuscript
Deed	67		640	Manuscript
Deed	68		646	Manuscript
Deed	69		645	Manuscript
Deed	70	1919	639	Manuscript
Deed	71		217	Manuscript
Deed	73		640	Manuscript
Deed	C	1860	558	Manuscript
Deed	1		638	Manuscript
Deed	2		640	Manuscript

Volume	Book	Yr.	Pg. Count	Type
Deed	3		405	Manuscript
Deed	4		648	Manuscript
Deed	5		461	Manuscript
Deed	6		799	Manuscript
Deed	7		799	Manuscript
Deed	8		797	Manuscript
Deed	9		811	Manuscript
Deed	10		799	Manuscript
Deed	11		636	Manuscript
Deed	12		639	Manuscript
Deed	13		639	Manuscript
Deed	14		637	Manuscript
Deed	15		637	Manuscript
Deed	16		639	Manuscript
Deed	17		640	Manuscript
Deed	18		640	Manuscript
Deed	19		641	Manuscript
Deed	20		640	Manuscript
Deed	21		640	Manuscript
Deed	22		638	Manuscript
Deed	23		373	Manuscript
Deed	24		642	Manuscript
Deed	25		632	Manuscript
Deed	26		638	Manuscript
Deed	27		638	Manuscript
Deed	28		86	Manuscript
Deed	29		639	Manuscript
Deed	30		637	Manuscript

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Deed	31		95	Manuscript
Deed	32		638	Manuscript
Deed	33		639	Manuscript
Deed	35		638	Manuscript
Deed	89		640	Manuscript
Deed	90		640	Manuscript
Deed	100		207	Manuscript
Deed	110		648	Manuscript
Deed	117		643	Manuscript
Deed	123		646	Manuscript
Deed	125	1930	640	Manuscript
Deed	A	1836	88	Spanish
Deed	B	1840	97	Spanish
Deed	72	1919	640	Typed
Deed	74		645	Typed
Deed	75		640	Typed
Deed	76		640	Typed
Deed	77		640	Typed
Deed	78	1920	639	Typed
Deed	79	1920	640	Typed
Deed	80	1921	640	Typed
Deed	81		639	Typed
Deed	82		639	Typed
Deed	83		640	Typed
Deed	84		640	Typed
Deed	85		640	Typed
Deed	86		640	Typed
Deed	87		640	Typed
Deed	88		640	Typed

Volume	Book	Yr.	Pg. Count	Type
Deed	91		640	Typed
Deed	92		640	Typed
Deed	93		640	Typed
Deed	94		640	Typed
Deed	95		640	Typed
Deed	96		640	Typed
Deed	97		640	Typed
Deed	98		640	Typed
Deed	99		640	Typed

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6. Conflict of Interest

Each Offeror must disclose any existing or potential conflict of interest relative to the performance of the requirements of this RFP. Examples of potential conflicts may include an existing business or personal relationship between the Offeror, its principal, or any affiliate or sub-offeror, with the County or any other entity or person involved in any way in the project that is the subject of this RFP. Similarly, any personal or business relationship between the Offeror, the principals, or any affiliate or sub-offeror, with any employee of the County or its suppliers must be disclosed. Any such relationship that might be perceived or represented as a conflict must be disclosed. Failure to disclose any such relationship or reveal personal relationships with state employees may be cause for contract termination. The County will decide if an actual or perceived conflict should result in proposal disqualification.

Each Offeror must reveal any past or existing relationship between the Offeror, its principal, employees, or any affiliate or sub-offeror, with any county agency, entity, county employee, or other person in anyway involved in the county's procurement and/or contracting processes. It shall be the sole prerogative of the County to determine if such relationship constitutes a conflict of interest.

By submitting a proposal in response to this RFP, all Offerors affirm that they have not given, nor intend to give, at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or any employee or representative of same, in connection with this procurement and more specifically to any member of the Webb County Governing Body.

The contract or contracts in this solicitation are subject to Texas Govt. Code Sec. 2261.252(b), which prohibits the Webb County from entering into contracts with certain private vendors in which certain Webb County officers and employees have a financial interest. Each respondent shall include in its PROPOSAL a statement that it is not prohibited from entering into a contract with Webb County as a result of a financial interest as defined under Texas Govt. Code Sec. 2261.252(b).

6.1 Confidential/Proprietary Information

If any material in the proposal submission is considered by Offeror to be confidential or proprietary information (including manufacturing and/or design processes exclusive to the Offeror), Offeror must clearly mark the applicable pages of Offeror's proposal submission to indicate each claim of confidentiality. Additionally, Offeror must include a statement on Firm letterhead identifying all Proposal section(s) and page(s) that have been marked as confidential. Webb County will protect from public disclosure such portions of a proposal, unless directed otherwise by legal authority, including existing open records acts. Merely making a blanket claim that the entire proposal submission is protected from disclosure because it contains some proprietary information is not acceptable, and will make the entire proposal submission subject to release under the Texas Public Information Act.

By submitting a PROPOSAL, Offeror agrees to reproduction by Webb County, without cost or liability, of any copyrighted portions of Offeror's proposal submission or other information submitted by Offeror.

6.2 Intentionally left Blank

6.3 Intentionally left Blank

EXHIBIT D

7. PROPOSAL Evaluation and Selection Process

7.1 Introduction

The PROPOSAL evaluation and selection process are detailed in this section, as are other factors, and the format in which the cost response of each proposal must be submitted.

7.2 PROPOSAL Evaluation Committee

The following Webb County employees are involved in the evaluation process for this procurement:

- 1) Leroy Medford, Executive Administrator to Commissioners Court
- 2) Roberto Lopez, Chief Deputy Clerk
- 3) Maribel Vela, Chief Deputy District Clerk

Note: Do not contact these individuals about this solicitation during the restricted contact period. [Please refer to our Purchasing Ethics Policy Section 6 \(Restricted Contact Period\)](#).

Restricted Contact Period. The Restricted Contact Period for any solicitation shall be in effect during the time the solicitation is considered an Active Solicitation under this Code of Ethics (regardless of when a Vendor submits a proposal or bid for the solicitation). All Vendor communications including, but not limited to, questions, comments, requests for clarification, and general information requests, during the Restricted Contact Period, regarding any Active Solicitation, must be directed solely to the Contact Person and the Contact Person's Designated Representatives (as defined by the Contact Person on a question-by-question basis). The Contact Person for any specific solicitation can be identified by visiting <https://webbcountyebid.ionwave.net/Login.aspxto> or by calling the Purchasing Department at (956) 523-4125.

VIOLATIONS. *Any communication by Vendors with any Procurement Professionals, Elected Officials, or any of their respective staff members, agents, or representatives (excluding the Contact Person and Designated Representatives), regarding an Active Solicitation, will be considered a violation of the Restricted Contact Period unless the Vendor receives express written permission from the Purchasing Agent or his designee.*

7.3 Evaluation Criteria and Selection

a. **Archival Indexing and related services - Experience – 30 points**

Indicate the date your firm was established. Describe the products and services provided by your firm. Describe your firms' specialty and/or area(s) of expertise. The response should identify the length of time that the firm has provided the requested and/or similar services requested by this RFP. More specifically expertise and experience in providing services related to the scope of services described in this Request for Proposal.

Offerors must provide the following identifying information:

- 1) Name and address of business entity submitting the proposal;
- 2) Type of business entity (i.e., corporation, partnership);
- 3) Place of incorporation, if applicable;
- 4) Name and location of major offices and other facilities that relate to the Offeror's performance under the terms of this RFP;

EXHIBIT D

- 5) Name, address, business and fax number of the Offeror's principal contact person regarding all contractual matters relating to this RFP;
- 6) Full name and business address for each member, partner, and employee of the Offeror (and any sub-offerors) who will perform services on this project; and
- 7) A statement regarding the financial stability of the Offeror, including the ability of the Offeror to perform the functions required by this RFP and to provide those services represented by the Offeror in its response.

b. Personnel Qualifications – 30 points

- 1) If selected, identify the team that would be assigned to Webb County throughout the term of these awarded services.
- 2) List individual resumes with title, educational background and experience of each staff member that would be assigned to the Webb County Clerk's Office.
- 3) The Offeror must briefly state why it believes its PROPOSAL best meets the County's needs and RFP requirements, and the Offeror also must concisely describe any additional features, aspects, or advantages of its experience in any relevant area not covered elsewhere in this RFP.

c. Price Proposal – 25 points

- 1) Pricing is based on estimated page count as per scope of work described on this RFP.
- 2) Refer to Section Five (5) Scope of Services and Price Proposal Sheet – Attachment "A". Price Proposal Sheet must be submitted. Failure to submit price proposal sheet will disqualify Offeror.
- 3) Offerors will be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals, and revisions may be permitted after submission and before award for the purpose of obtaining best and final offers.

d. References and Projects – 15 points

- 4) List at minimum five (5) prior clients where your Company has provided Archiving Indexing and other related services for public entities similar in size and scope.
- 5) Provide Name of Client, address, Client direct contact person name and title, his/her email address and direct phone number. This contact person must have direct knowledge of your firm's services / performance. Include name of each project and project budget and date completed.

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The Evaluation Committee may elect to require an oral presentation from each qualified Offeror of the information contained in their PROPOSAL. Any invitation for an oral presentation will be solely for the purpose of clarifying PROPOSAL received from each qualifying Offeror.

Upon completion of Evaluation Committee review and any oral presentations if required, the Evaluation Committee will convene one or more times to discuss the PROPOSAL officially submitted for this RFP as a group. Each Evaluation Committee member will individually score each PROPOSAL independently. The Webb County Purchasing Agent will collect all scores and tabulate scores of all Committee members. The Purchasing Agent will then submit an item to Commissioners Court for award based on the highest-ranking Respondent for consideration to include any best and final offers requested, if any.

Upon the award of successful Respondent, the Court shall authorize the Civil Legal Department and/or other designees to proceed with contract negotiations and attempt to finalize a written contract with the awarded Respondent. If a contract cannot be successfully negotiated within a reasonable period of time, negotiations will be terminated, and negotiations with the next highest-ranking Offeror may commence. This process may continue until a contract is signed or the County may, in its sole judgment and at any time upon failure of negotiations, choose to reissue or withdraw the RFP rather than continue with negotiations.

Commissioners Court Meeting

Meeting Date: 02/13/2023

Award RFP 2023-003 ARPA Project No. 22 Indexing Project of Historical Documents

Submitted for: Joe Lopez

Submitted By: Joe Lopez

Department: Purchasing

Subject:

Discussion and possible action to accept the rankings and award Request for Proposal (RFP) 2023-003 ARPA Project No. 22 "Indexing Project of Historical Documents for the Webb County Clerk" to the highest-ranking respondent, Kofile Technologies, Inc. in accordance with Texas Procurement Laws and with the Code of Federal Regulations §200.318 - §200.327 (General Procurement Standards) and to further authorize the General Counsel to negotiate the terms and conditions of the agreement and any other matters incident thereto.

Supplier	Rank	Score	Archival Indexing & Related Services- Experience	Personnel Qualifications	Price Proposal	References & Projects
		100	30.00	30.00	25.00	15.00
Kofile Technologies, Inc.	1	84.00	24.00	28.00	20.00	12.00
US Imaging, Inc.	2	77.67	22.00	22.00	21.67	12.00
Scott-Merriman, Inc.	3	50.00	16.00	10.00	15.00	9.00

Issue: Webb County Commissioners Court approved this project to be funded under the American Rescue Plan Act. Three (3) proposals were submitted in response to the RFP solicitation.

Solution: All firms were evaluated and scored accordingly. Consideration to accept the rankings and award to highest-ranking respondent.

Result: If approved, authorize General Counsel to negotiate the terms and conditions of the professional services agreement to include any federal contract provisions required.

Background:

N/A

Previous Court Action:

Fiscal Impact

Budget Account Number: TBD

Funding Source: TBD

Balance: TBD

Financial Impact: TBD

Attachments

Kofile Technologies Inc.

Evaluation Summary RFP 2023-003

Exhibit F

County of Webb

ADDENDUM No. 1 TO THE RFP DOCUMENTS

Addendum Date: December 20, 2022

RFP DOCUMENT NUMBER RFP 2023-003

ARPA Project No. 22

“Indexing Project of Historical Documents for the Webb County Clerk”

A. This Addendum shall be considered part of the RFP documents for the above-mentioned project as though it had been issued at the same time and shall be incorporated integrally therewith. Where provisions of the following supplementary data differ from those of the original bid documents, this Addendum shall govern and take precedence. **RESPONDENTS MUST SIGN THE ADDENDUM AND SUBMIT IT WITH THEIR BIDS/PROPOSALS.**

B. Respondent are hereby notified that they shall make any necessary adjustments in their estimates as a result of this Addendum. It will be construed that each bidder's proposal is submitted with full knowledge of all modifications and supplemental data specified herein.

Except as described below, the original RFP document remains unchanged. The RFP documents are modified and/or clarified, as follows:

- **1.34 Insurance Requirements:**

General Liability - \$1,000,000 per occurrence, \$2,000,000 annual aggregate with separate \$2,000,000 aggregate for products and completed operations. General liability should include \$1,000,000 Personal/Advertising liability

Automobile Liability - \$1,000,000 combined single limit including owned, non-owned and hired auto coverage

Workers Compensation – Statutory compensation with \$1,000,000 Employers’ Liability

Cyber Liability – \$5,000,000 including third party liability

General Liability and Automobile Liability should include a primary and non-contributory additional insured in favor of the County

All required coverages should include a waiver of subrogation in favor of the County

All policies should be endorsed to provide the County a minimum of 30 days advanced notice of cancellation

Exhibit F

Addendum No. 1 - Page 2 of 2

RESPONDENT MUST ACKNOWLEDGE THIS ADDENDUM BY SIGNING BELOW AND ATTACHING THE SIGNED ADDENDUM TO THE PROPOSAL FORM(S):

Company Name

Contact Person

Signature

Date

THIS CONCLUDES ADDENDUM NO. 1 IN ITS ENTIRETY.

This Addendum is being transmitted electronically via our E-Bid site @ <https://webbcountyebid.ionwave.net/Login.aspx>. If you have any questions, please direct them to; Juan Guerrero Jr. (956) 523-4149 or email at juguerrero@webbcountytexas.gov.