

MARGIE R. IBARRA
COUNTY CLERK
FILED

2022 DEC 16 AM 10:08

WEBB COUNTY, TEXAS

BY All DEPUTY

**Honorable Margie Ibarra
Webb County Clerk**

Historical Probate Case Files (Tri-folds)

SUBMITTED BY:

Scott Fausto & Catherine 'Cathy' Drolet
Account Executives

Kofile 

6300 Cedar Springs Road, Dallas, TX 75235

p: 214.442.6668 | f: 214.442.6669

info@kofile.com | www.kofile.com



Hon. Margie Ibarra
County Clerk
Webb County
1110 Victoria Street
Laredo, Texas 78040

Dear Honorable Margie Ibarra,

This proposal addresses Webb County Clerk's historical probate records and is presented by Kofile Technologies, Inc. (Kofile). Quoted services include conservation treatments, rehousing and imaging services. Archival rehousing includes encapsulation and loose-leaf binding into Archival Recorder Binders. This assessment also contains photographic documentation of the records in their current state. Note that prices for the inventory herein are good for 90 days from the date of this assessment.

Kofile Technologies, Inc. (Kofile) is uniquely qualified to complete your modernization goals by taking an innovative approach to this project to ensure a successful outcome. Kofile's basis for success is decades of experience, realistic solutions, and professional analysis and each project is unique and deserves special attention. Our team provides realistic solutions, professional analysis, and innovative archival products to equip records stewards with the information and resources needed to preserve collections.

Kofile performs all services in accordance with the Code of Ethics & Guidelines for Practice of the American Institute for Conservation (AIC) and is an Awardee of a Library of Congress FEDLINK Preservation Services for Library & Archival Collections contract.

SCOPE OF SERVICES

General treatments and services are outlined in the following. Services are tailored to the needs of the specific item.

Preservation—Conservation Treatments, Deacidify, Encapsulate, & Bind (PRV)

- Inspect and evaluate current condition and handling condition (prize value, etc.) and condition of the item to be preserved. Item may require repair and/or conservation treatment. A full inventory of the collection is required.
- Treat and repair damaged items, including water damage, mold, insect damage, etc. Items may require repair and/or conservation treatment. A full inventory of the collection is required.
- Encapsulate and rehouse items in archival quality loose-leaf binders. Items may require repair and/or conservation treatment. A full inventory of the collection is required.
- Provide a full inventory of the collection, including a full description of the items, including the date of the collection, the date of the assessment, and the date of the report.
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- Kofile will capture images of all records on file to quality standards set by the project team. Images will be captured at 300 dpi at 256 gray levels, ensuring the highest quality for preservation and readability. Capture ensures optimum resolution for each page.
- Images will be captured at 4K resolution. Tri-fold records will be scanned at 8K resolution.
- Kofile's TDFE software, proprietary software, ensures the optimum image quality with built-in image denoising and enhancement features such as skew, skew correction, color, contrast, and image optimization.
- Images are stored locally with real-time storage. The only workflow management mapping to ensure efficient workflow.
- Images are captured tagged for the directory file structure at page level.
- Images are grouped (stapled) together to form documents. Pages are grouped and indexed by keyword elements (page number).
- Images are indexed by keyword and file combination for verification.
- Images are optimized and stored in the system output.
- Work is only done on records of MA/JFF type. (D, DVI, flip, high density records suitable for the public page).
- Kofile will hold the software of all records for future usage.

Image—Archival Image Capture, Image Processing, Clean Up, & Enhancements (IM)

- Capture images of a minimum of 300 dpi at 256 gray levels, ensuring the highest quality for preservation and readability. Capture ensures optimum resolution for each page.
- Images will be captured at 4K resolution. Tri-fold records will be scanned at 8K resolution.
- Kofile's TDFE software, proprietary software, ensures the optimum image quality with built-in image denoising and enhancement features such as skew, skew correction, color, contrast, and image optimization.
- Images are stored locally with real-time storage. The only workflow management mapping to ensure efficient workflow.
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- Images are indexed by keyword and file combination for verification.
- Images are optimized and stored in the system output.
- Work is only done on records of MA/JFF type. (D, DVI, flip, high density records suitable for the public page).
- Kofile will hold the software of all records for future usage.

Other Services

- Project management, file sorting, file's budget, file managers to monitor a budget. As needed.
- Kofile's 12-Disc Hard Binder with 12-Disc Hard Binder.

PROJECT PRICING

This project is presented via TXMAS Contract No. **TXMAS-18-3602**. Once project is approved a TxMAS shopping cart will be provided to help purchasing generate the required TXMAS PO for work to commence. Please reference Kofile's TXMAS number on all county generated POs.

Without a signed agreement, prices are good for 90 days. All pricing is based on estimated page counts. Final billing occurs on actuals per mutually agreed upon pricing; not to exceed the P.O. without written authorization.

WEBB COUNTY - COUNTY CLERK PROJECT OVERVIEW						
RECORD SERIES	CASE RANGE	CASE DOCUMENT COUNT	FORMAT	PAGE COUNT	LEVEL OF SERVICE	LINE ITEM TOTAL
Probate Case Files	1419 - 2400	982	Tri-fold	53,169	PRV/IM	\$ 514,144.00
Disaster Safe Binders - 12 QTY						\$ 8,400.00
PROJECT TOTAL						\$ 522,544.00

PROJECT INVENTORY

BOX	DESCRIPTION	CASE RANGE	FORMAT	PAGES	ACT/EST	TAPE	NOTES
1	PROBATE	1419-1442	T	3042	ACT	MINOR	HEAVY STAPLES, MINOR CLIPS, HEAVY GLUE.
2	PROBATE	1443-1499	T	3619	EST		HEAVY STAPLES, MINOR CLIPS.
3	PROBATE	1501-1581	T	3492	ACT	MINOR	HEAVY STAPLES
4	PROBATE	1579-1639	T	3201	EST		HEAVY STAPLES
5	PROBATE	1640-1666	T	3549	EST		HEAVY STAPLES
6	PROBATE	1667-1746	T	3688	EST		HEAVY STAPLES
7	PROBATE	1747-1772	T	5034	ACT		HEAVY STAPLES, MINOR CLIPS. HEAVY GLUE.
8	PROBATE	1772-1810	T	3549	EST	MINOR	HEAVY STAPLES
9	PROBATE	1810-1903	T	3100	ACT	MINOR	HEAVY STAPLES, MINOR GLUE.
10	PROBATE	1905-1978	T	3619	EST		HEAVY STAPLES
11	PROBATE	1980-2024	T	3340	EST		HEAVY STAPLES
12	PROBATE	2025-2065	T	3340	EST		HEAVY STAPLES
13	PROBATE	2068-2145	T	2848	ACT	MINOR	HEAVY STAPLES
14	PROBATE	2148-2292	T	3340	EST		HEAVY STAPLES
15	PROBATE	2293-2368	T	3230	ACT	MINOR	HEAVY STAPLES, HEAVY GLUE, HEAVY CLIPS.
16	PROBATE	2370-2389	T	1178	ACT		HEAVY TEAR, MINOR STAPLES.

TOTAL PAGES	53,169
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Please let me know if you have any questions. We look forward to serving Webb County Clerk and to working together for the preservation and access of its public and historical assets.

Sincerely,

Scott Fausto & Catherine 'Cathy' Drolet

Scott: 210-286-1647

Cathy: 210-860-6906

PHOTOGRAPHIC DOCUMENTATION OF PROJECT



This proposal shall be governed by the terms of use found at www.kofile.com/termsandconditions/.

Payment Terms: Pay 50% upon pick-up with the balance due upon project completion with the last payment adjusted to actual number indexed instruments. Kofile will not exceed the County's Purchase Order without prior written approval by the County Clerk.

CUSTOMER ACCEPTANCE

Signature Authorized Official

Title of Authorized Official

Date

KOFILE ACCEPTANCE

Signature Authorized Official

Title of Authorized Official

Date

ACCESSIBILITY OF RECORDS

Records held at Kofile are maintained as private and confidential material. Webb County Clerk is guaranteed access to records via email or toll-free fax at our expense. Upon receipt of a records request, Kofile will flag the requested record and verify inventory control, pull supporting paperwork, and email/fax a response to the approved requester or alternate. The turnaround time for a records request will meet or exceed requirements.

Please note that all records (including volumes, documents, digital images, metadata or microfilm) serviced by Kofile shall remain the property of Webb County Clerk. This policy applies to any agreement, verbal or written, between Webb County Clerk 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 Clerk. The records are not commercially exploited by or on behalf of Kofile, its employees, officers, agents, or assigns, in any respect.

Please let me know if you have any questions. We look forward to serving Webb County Clerk and to working together for the preservation and access of its public and historical assets.

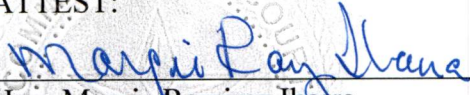
Sincerely,

Scott Fausto & Catherine 'Cathy' Drolet

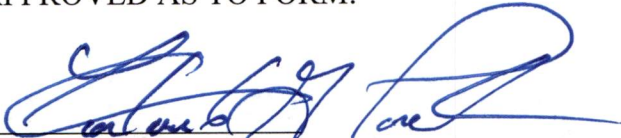
Scott: 210-286-1647

Cathy: 210-860-6906

ATTEST:


Hon. Margie Ramirez Ibarra
Webb County Clerk

APPROVED AS TO FORM:


Fortunato G. Paredes
Assistant General Counsel
Webb County Civil Legal Division

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



Terms and Conditions

Kofile Goods and Services

Effective May 25, 2022

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. Agreement

The Agreement means the contract between a Customer and Kofile consisting of these Terms and any proposal, purchase order, or sales order (“**Proposal**”) signed by a Customer which incorporates these Terms. Except as agreed to in writing by the

Parties, the Agreement does not include any other terms and conditions included in any purchase orders or other documents related to the Proposal made or accepted by the Customer. In the event there are conflicting terms between the Terms and Proposal, these Terms will control unless expressly provided for otherwise in the Proposal.

2. 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.

3. Term

The Agreement will become effective on the date (“Effective Date”) the Proposal is fully signed by an authorized representative of both parties and will remain in effect for the term identified in the Proposal (“Initial Term”). If no term is identified in the Proposal, the Agreement will remain in effect until any of the following occurs: a) delivery of product(s) or completion and acceptance by Customer of Services; b) or is terminated by either party.

4. 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.

5. 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 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.

6. Appropriation

The obligations of Customer under the Agreement are expressly contingent upon the availability of funding. In the event Customer is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding, Customer may terminate this Agreement by written notice to Kofile. Notwithstanding the foregoing, Customer is responsible for and shall pay for all Services performed up through and including the date of termination.

7. 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.

8. 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.

9. 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.

10. 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 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.

c. 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.

11. Customer Property

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.

12. Service Warranty

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, KOFIL 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.

13. 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 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.
- c. 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.

d. 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

Legal@Kofile.com

All notices must be made either via email, conventional mail, or overnight courier. Notice sent via conventional mail, using registered mail, is deemed received four (4) business days after mailing. Notice sent via email or overnight courier is deemed received twenty-four (24) hours after having been sent.

e. 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.

f. 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.

- g. **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.
- h. **Severability.** If any provision of this Agreement is determined to be illegal or invalid, they will be severed from the remainder of this Agreement without affecting the enforceability of the remaining portions.
- i. **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.
- j. **Modification of Terms.** The Agreement may not be amended or modified except in writing and signed by both parties to the Agreement.
- k. **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.
- l. **Entire Agreement.** The Proposal and these Terms constitute the entire Agreement between the parties regarding the provision of Services and supersedes all prior agreements, representations, arrangements, and understandings, whether

oral or written, express or implied, with respect to the subject matter.

Kofile



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Services 

Solutions

About