

MARGIE R IBARRA  
COUNTY CLERK  
FILED

2023 MAR 28 PM 4: 53

**AGREEMENT RFP 2023-003**

WEBB COUNTY, TEXAS **ARPA Project - Preservation of Case Files (Project 22)**

BY <sup>KC</sup> ~~DEPUTY~~ 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and Kofile Technologies, Inc 6300 Cedar Springs Road, Dallas, TX 75235, a (that provides primarily the preservation of historical documents hereinafter to as ("Kofile").

**WHEREAS**, the Webb County Clerk's Office is required to maintain, preserve, and archive historical documents; and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 KOFIL 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](mailto: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

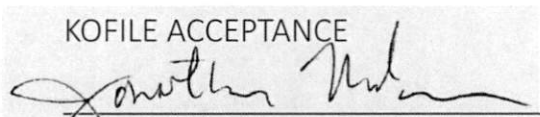
Tano E. Tijerna  
\_\_\_\_\_  
Print Name of Authorized Official

County Judge  
\_\_\_\_\_  
Title of Authorized Official

\_\_\_\_\_  
Title of Authorized Official

march 28, 2023  
\_\_\_\_\_  
Date

KOFILE ACCEPTANCE

  
\_\_\_\_\_  
Signature of Authorized Official

Jonathan Mohn  
\_\_\_\_\_  
Print Name of Authorized Official

President  
\_\_\_\_\_  
Title of Authorized Official

\_\_\_\_\_  
Title of Authorized Official

March 21, 2023  
\_\_\_\_\_  
Date

**ATTESTED:**

*Margie Ramirez-Ibarra, K.C.*

\_\_\_\_\_  
Margie Ramirez-Ibarra  
Webb County Clerk

**APPROVED AS TO FORM:**

*Jorge L. Treviño*

\_\_\_\_\_  
Jorge L. Treviño  
Assistant General Counsel  
Civil Legal Division

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

**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.

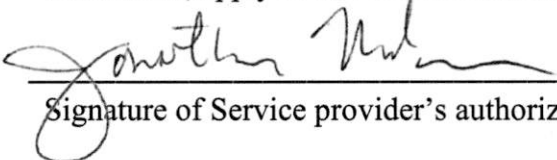
**31 CFR Part 21 – New Restrictions on Lobbying - CERTIFICATION REGARDING LOBBYING**

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", written over a white background.

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 <i>Office Phone:</i> 214/351.4800 <i>Fax:</i> 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> <b>Lay Flat Archival Polyester Pocket™</b> <b>Disaster Safe County Binder™</b> <b>Archival Quality County Binder™</b>	<i>Solutions &amp; Services:</i> <b>Book &amp; Document Conservation</b> <b>Map Restoration</b> <b>Encapsulation</b> <b>Deacidification</b> <b>Negative Photostat Stabilizer</b> <b>County Recorder Binders</b>	<b>Archival Imaging</b> <b>Book Re-creation</b> <b>Indexing (Back File &amp; Daily)</b> <b>Micrographics</b> <b>High Density Shelving</b> <b>Transcription &amp; Translation</b>
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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.

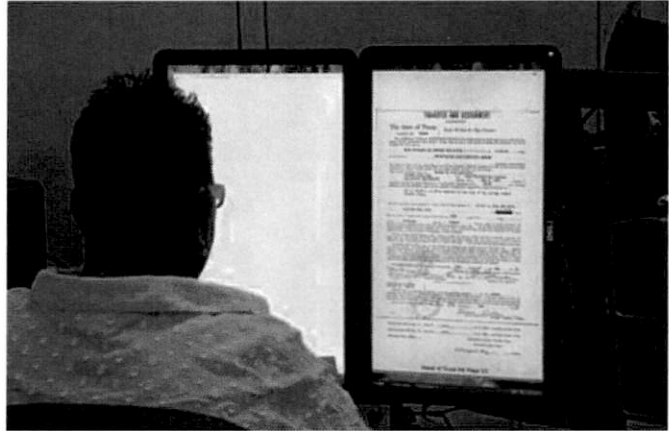
During the assessment, Kofile documents established methods of indexing specific instruments, clarifying terminology, and determining the standards used to enter names, dates, and other basic required information. This analysis produces essential information to ensure the metadata's accuracy and integrity,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

Stelman'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.**

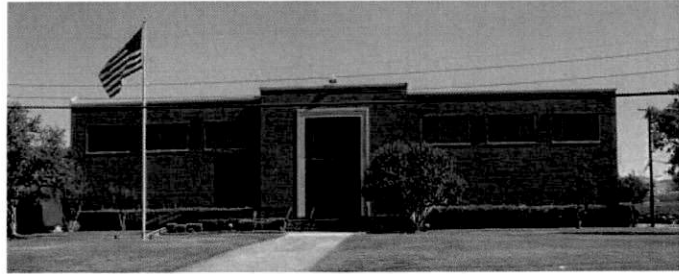
### PRICING UNDERSTANDING

- 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*<sup>TM</sup> 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).



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:

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

- 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.

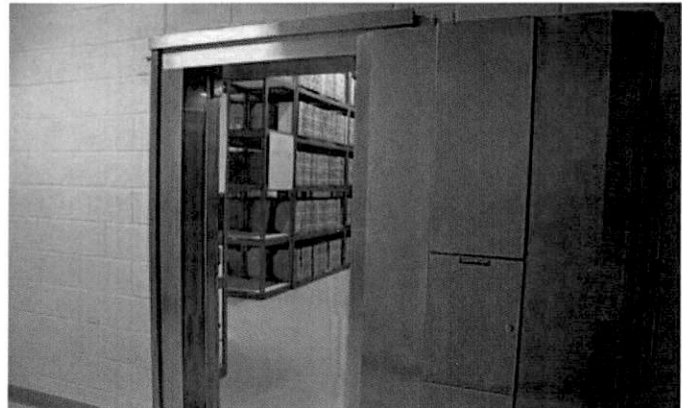
Vault interiors do not have cameras, but each vault has a camera at its door.

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.



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

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.



'Works in Progress' Vault.

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).



'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)

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b>		<b>FORM CIQ</b>
<b>For vendor doing business with local governmental entity</b>		
<p><b>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</b></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>	<b>OFFICE USE ONLY</b>  Date Received	
<b>1 Name of vendor who has a business relationship with local governmental entity.</b>  Kofile Technologies, Inc.		
<b>2</b> <input checked="" type="checkbox"/> <b>Check this box if you are filing an update to a previously filed questionnaire.</b> (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.)		
<b>3 Name of local government officer about whom the information is being disclosed.</b>  <div style="text-align: center;"> <u>None</u>            Name of Officer         </div>		
<b>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.</b>  <div style="margin-left: 40px;"> <p>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="text-align: center;"> <input type="checkbox"/> Yes      <input type="checkbox"/> No         </p> <p>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="text-align: center;"> <input type="checkbox"/> Yes      <input type="checkbox"/> No         </p> </div>		
<b>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.</b>		
<b>6</b> <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).		
<div style="text-align: center;">             Signature of vendor doing business with the governmental entity         </div>		<div style="text-align: center;"> <u>January 28, 2023</u>            Date         </div>



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 \*

KNOW ALL MEN BY THESE PRESENTS:

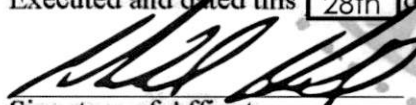
COUNTY OF DALLAS \*

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>*

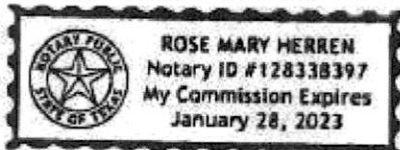
*I personally, and/or in my respective authority/capacity on behalf of my company/entity do hereby  
further acknowledge, agree and understand that as a participating vendor with Webb County,  
Texas on any active solicitation/proposal/qualification that I and/or my company/entity failure to  
comply 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](mailto: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**

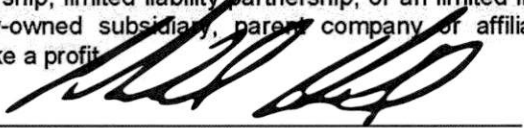
I, Michael Hill, the undersigned representative of (company or business name) Kofile Technologies, Inc. (heretofore referred to as company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company 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.

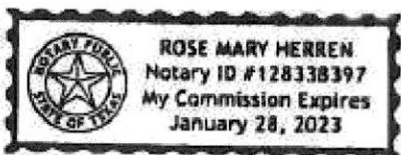


Notary Seal

\_\_\_\_\_  
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@webbcountytexas.gov](mailto:joel@webbcountytexas.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 <b>078296441</b>	SAM Unique Entity ID <b>GUUCEJ3BYEB4</b>	CAGE / NCAGE <b>6PGU1</b>
Purpose of Registration <b>All Awards</b>	Registration Status <b>Active</b>	Expiration Date <b>Jan 20, 2023</b>
Physical Address <b>6300 Cedar Springs RD Dallas, Texas 75235-5809 United States</b>	Mailing Address <b>P.O. Box 541028 Dallas, Texas 75354 United States</b>	

**Business Information**

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

**Registration Dates**

Activation Date <b>Jan 27, 2022</b>	Submission Date <b>Jan 20, 2022</b>	Initial Registration Date <b>Mar 9, 2012</b>
--	--	---

**Entity Dates**

Entity Start Date <b>Jan 1, 2009</b>	Fiscal Year End Close Date <b>Dec 31</b>
---	---

**Immediate Owner**

CAGE <b>1G0L5</b>	Legal Business Name <b>KOFILE INC</b>
----------------------	--

**Highest Level Owner**

CAGE <b>(blank)</b>	Legal Business Name <b>(blank)</b>
------------------------	---------------------------------------

**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

**Corporate Entity (Not Tax Exempt)**

Entity Type

**Business or Organization**

Organization Factors

**(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

**Yes**

Debt Subject To Offset

**No**

EFT Indicator

**0000**

CAGE Code

**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

**\*\*\*\*\*4328**

Type of Tax

**Applicable Federal Tax**

Taxpayer Name

**Kofile Technologies Inc**

Tax Year (Most Recent Tax Year)

**2020**

Name/Title of Individual Executing Consent

**President**

TIN Consent Date

**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**

🔗

**Susanna Records**

**6300 Cedar Springs RD**

**Dallas, Texas 75235**

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

KOFILE TECHNOLOGIES, INC.

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 3373756338  
 SUSANNA RECORDS  
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**Government Business**

♀  
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 Dallas, Texas 75235  
 United States

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**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

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

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