

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

Any

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PROOF OF NO DELINQUENT TAXES OWED TO WEBB COUNTY

PROOF OF NO DELINQUENT TAXES OWED TO WEBB COUNTY

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

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

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

Michael Hill 
Person who can attest to the above information

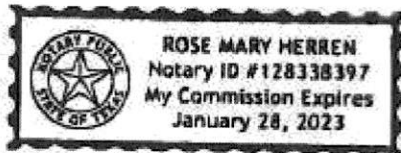
*** SIGNED NOTORIZED DOCUMENT AND PROOF OF NO DELINQUENT TAXES TO WEBB COUNTY.**

The State of Texas
County of Webb

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

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

Notary Public, State of Texas



Rose Mary Herren

(Print name of Notary Public here)

My commission expires the 28th day of January 2023.

APPENDIX II. ACKNOWLEDGMENT OF ADDENDA

County of Webb

ADDENDUM No. 1 TO THE RFP DOCUMENTS

Addendum Date: December 20, 2022

RFP DOCUMENT NUMBER RFP 2023-003

ARPA Project No. 22

“Indexing Project of Historical Documents for the Webb County Clerk”

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

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

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

- **1.34 Insurance Requirements:**

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

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

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

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

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

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

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

Addendum No. 1 - Page 2 of 2

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

Company Name

Kofile Technologies, Inc.

Contact Person

Michael Hill

Signature



Date

January 28, 2023

THIS CONCLUDES ADDENDUM NO. 1 IN ITS ENTIRETY.

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

APPENDIX III. SAMPLE CERTIFICATE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
 12/14/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis Towers Watson Northeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: Willis Towers Watson Certificate Center	
	PHONE (A/C No. Ext): 1-877-945-7378	FAX (A/C No.): 1-888-467-2378
E-MAIL ADDRESS: certificates@willis.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: National Fire Insurance Company of Hartford		20478
INSURER B: Continental Insurance Company		35289
INSURER C: American Casualty Company of Reading Penns		20427
INSURER D: Endurance American Specialty Insurance Com		41718
INSURER E:		
INSURER F:		

INSURED
 Kofile Group Holdings, L.P.
 6300 Cedar Springs Road
 Dallas, TX 75235

COVERAGES **CERTIFICATE NUMBER:** W26906123 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBROGATION WAIVED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:		7011759995	11/08/2022	11/08/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		7011760001	11/08/2022	11/08/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		7011760032	11/08/2022	11/08/2023	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	7011760015	11/08/2022	11/08/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional/Cyber Security Liab		PRX30001481803	11/08/2022	11/08/2023	See Below

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Named Insured is completed to read:
 Kofile Group Holdings, LP
 Kofile Intermediate Holdings, Inc.
 Kofile Software Parent Holdings, Inc.
 Kofile Technologies, Inc.
 SEE ATTACHED

CERTIFICATE HOLDER	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: _____
 LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

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

ADDITIONAL REMARKS

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

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

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



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

** TOTAL PROPOSAL PRICE \$ 331,285.50

ESTIMATED PAGE COUNT BREAKDOWN:

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

Deed	2		640	Manuscript
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EXHIBIT B

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

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

EXHIBIT B

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

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

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

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

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

BIDDER: Kofile Technologies, Inc.

BY: Michael Hill

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

Attachment A

EXHIBIT C

KOFILE STANDARD TERMS AND CONDITIONS

FOR GOODS AND SERVICES

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

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

1. **Scope and Timing of Services**

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

2. **Termination**

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

3. **Payment Terms**

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

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

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

EXHIBIT C

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

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

4. Indemnification

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

5. Limitation of Liability

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

6. Confidentiality

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

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

EXHIBIT C

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

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

7. Customer Property

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

8. Service Warranty

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

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

9. General

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

EXHIBIT C

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

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

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

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

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

**Request for Proposals (RFP)
RFP 2023-003**

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

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

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

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

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

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

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



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

EXHIBIT D

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

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

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

Signature of Person Completing this Package

Date

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Section 1. Introduction to Offerors

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

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

1.1 Offeror Instructions

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

1.2 Governing Law

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

1.3 Ambiguity, Conflict, or other errors in the RFP

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

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

1.4 Notification of Most Current Address

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

1.5 PROPOSAL Preparation Cost

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

1.6 Signature of Respondent

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

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

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

1.7 Economy of Presentation

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

1.8 Offeror Obligation

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

1.9 Intentionally Left Blank

1.10 Governing Terms

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

1.11 Implied Requirements

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

1.12 Compliance with RFP Specifications

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

1.13 Offeror Registration: SAM (System for Award Management)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.15 Acceptance of Sealed Hard Copy PROPOSAL

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

Webb County Purchasing Agent’s Office
1110 Washington Street, Suite 101
Laredo, Texas 78045

Attn: Contract Administrator

EXHIBIT D

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

1.16 Evaluation

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

1.17 Withdrawal of Proposal

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

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

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

1.19 Award

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

1.20 Ownership of Proposal

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

1.21 Disqualification of Respondent

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

EXHIBIT D

1.22 Contractual Development

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

1.23 Intentionally left Blank

1.24 Contract Obligation

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

1.25 Termination

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

1.26 Inspections

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

1.27 Testing

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

1.28 Intentionally left Blank

1.29 Taxes

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

EXHIBIT D

1.30 Non-Discrimination

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

1.31 Intentionally left blank

1.32 Intentionally left blank

1.33 Acknowledgment of Insurance Requirements

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

1.34 Insurance

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

1.35 Intentionally left blank

1.36 Intentionally left Blank

1.37 Special Accommodations

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

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

1.38 Webb County Purchasing Code of Ethics Policy

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

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

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

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

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

EXHIBIT D

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

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

1.40 Questions

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

1.41 RFP Schedule of Events

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

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

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

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

EXHIBIT D

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) Procure or obtain;

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

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

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

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

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

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

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

(d) See also § 200.471.

(l) § 200.322 Domestic preferences for procurements.

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

(b) For purposes of this section:

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

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

3. Response Format

3.1 Introduction

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

3.2 Proposal Contents Requirements

Each PROPOSAL must be organized in the manner described below.

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

4. Background

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

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5. Scope of Services

Archival Indexing (ID)

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

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

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

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

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Summary of Project Inventory

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

PAGE COUNT BREAKDOWN OF PROJECT INVENTORY:

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

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

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

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

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

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Deed	101	1926	639	Typed
Deed	102		640	Typed
Deed	103		640	Typed
Deed	104		640	Typed
Deed	105		640	Typed
Deed	106		438	Typed
Deed	107		640	Typed
Deed	108		639	Typed
Deed	109		641	Typed
Deed	111		640	Typed
Deed	112		639	Typed
Deed	113		639	Typed
Deed	114		641	Typed
Deed	115		645	Typed
Deed	116		640	Typed
Deed	118		376	Typed
Deed	119		640	Typed
Deed	120		639	Typed
Deed	121		640	Typed
Deed	122		640	Typed
Deed	124		499	Typed
Est. Page Count Total:			75,326	
Volume	Book	Yr.	Pg. Count	Type
Deed of Trust	1	1887	468	Manuscript
Deed of Trust	2	1886	640	Manuscript
Deed of Trust	3	1890	640	Manuscript
Deed of Trust	4	1890	609	Manuscript
Deed of Trust	5	1893	639	Manuscript
Deed of Trust	6	1903	641	Manuscript
Deed of Trust	7	1907	591	Manuscript
Est. Page Count Total:			4,228	

Right of Negotiation: *The County reserves the right to negotiate with the highest-ranking respondent the terms and conditions related to the scope of services requested above and related fees after official award by Commissioners Court and prior to execution of contract/agreement or to request revisions from all Offerors after formal submittals but prior to Award to obtain Best and Final Offer (See following applicable sections: §1.19 Award, and §1.22 Contractual Development.*

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6. Conflict of Interest

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

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

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

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

6.1 Confidential/Proprietary Information

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

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

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EXHIBIT D

7. PROPOSAL Evaluation and Selection Process

7.1 Introduction

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

7.2 PROPOSAL Evaluation Committee

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

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

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

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

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

7.3 Evaluation Criteria and Selection

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

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

Offerors must provide the following identifying information:

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

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

b. Personnel Qualifications – 30 points

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

c. Price Proposal – 25 points

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

d. References and Projects – 15 points

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

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

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

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

Commissioners Court Meeting

Meeting Date: 02/13/2023

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

Submitted for: Joe Lopez

Submitted By: Joe Lopez

Department: Purchasing

Subject:

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

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

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

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

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

Background:

N/A

Previous Court Action:

Fiscal Impact

Budget Account Number: TBD

Funding Source: TBD

Balance: TBD

Financial Impact:
TBD

Attachments

Kofile Technologies Inc.

Evaluation Summary RFP 2023-003

Exhibit F

County of Webb

ADDENDUM No. 1 TO THE RFP DOCUMENTS

Addendum Date: December 20, 2022

RFP DOCUMENT NUMBER RFP 2023-003

ARPA Project No. 22

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

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

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

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

- **1.34 Insurance Requirements:**

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

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

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

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

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

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

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

Exhibit F

Addendum No. 1 - Page 2 of 2

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

Company Name

Contact Person

Signature

Date

THIS CONCLUDES ADDENDUM NO. 1 IN ITS ENTIRETY.

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