


2023 MAR 28 PM 4: 55

AGREEMENT RFP 2023-004

WEBB COUNTY, TEXAS

ARPA Project - Preservation of Case Files (Project 21)

BY  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 District 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and Kofile Technologies, Inc 6300 Cedar Springs Road, Dallas, TX 75235, a (that provides primarily the preservation of historical documents hereinafter to as ("Kofile").

WHEREAS, the Webb District Clerk's Office is required to maintain, preserve, and archive historical documents; and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

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 KOFILE 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 forgoing, 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 District Clerk's Office
Attention: District Clerk RFP Response 2023 -004 ARPA Project 21 – Indexing/Mold
Remediation Historical Documents
1110 Victoria St. Suite 201
Laredo, Texas 78040

And

Webb County Civil Legal Division
Attention: District Clerk Agreement: RFP 2023-004 ARPA No. 21
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
Email: catherine.drolet@kofile.com
Scott.fausto@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 Contractor 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 the Kofile proposed and the price sheet incorporated and attached as **Exhibit B**. In addition, the price or cost shall be no more than what was quoted in the proposal. 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

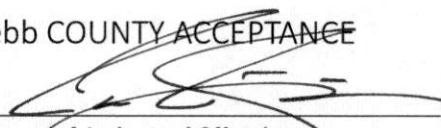
\$2,000,000.00 each occurrence, and \$2,000,000.00 in the aggregate, (b) Automobile Liability insurance of not less than \$2,000,000.00 combined single limit, (c) Errors and Omissions Liability insurance of not less than \$5,000,000.00, and (d) Workers' Compensation insurance meeting or exceeding the 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 Contracts Consists of this Agreement and:

- 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 28

All RFP pricing for Project 21 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 21: 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	KOFILE ACCEPTANCE
	
Signature of Authorized Official	Signature of Authorized Official
Tano E. Tijerina	Jonathan Mohn
Print Name of Authorized Official	Print Name of Authorized Official
County Judge	President
Title of Authorized Official	Title of Authorized Official
march 27, 2023	March 21, 2023
Date	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 contractor 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.

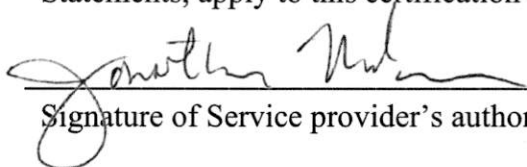
31 CFR Part 21 – New Restrictions on Lobbying - CERTIFICATION REGARDING LOBBYING

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 DISTRICT CLERK'S OFFICE
LAREDO, TEXAS

REQUEST FOR PROPOSALS (RFP)

RFP 2023-004

ARPA PROJECT NO. 21

PRESERVATION OF HISTORICAL CASE FILES
AND MOLD REMEDIATION FOR CIVIL DOCKET FILES
FOR THE WEBB COUNTY DISTRICT CLERK'S OFFICE

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

ELECTRONIC SUBMISSION

SUBMITTED BY KOFI FILE 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 2023-004 / ARPA Project No. 21 for the *Preservation of Historical Case Files and Mold Remediation for Civil Docket Files for the Webb County District Clerk's Office* 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.

With Kofile, Webb County ensures public access and bring historical data into the 21st century, while still protecting the original source. Kofile understands local government records and the role of local government recording offices. Kofile has assisted local governments throughout Texas preserve and digitize their records archives.

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 preservation, archival imaging, and mold remediation with emphasis on Case Files as requested in the RFP.

The location of work is Kofile's flagship *Digitization & Conservation Lab* in Dallas, TX. Kofile personnel pickup the inventory per the direction of the County. Kofile owns and operates its own fleet of transport vehicles. This can be one pickup or multiple batches (with pickups and deliveries overlapping).

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 42-44.

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,



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 2023-004 / ARPA Project No. 21 for the *Preservation of Historical Case Files and Mold Remediation for Civil Docket Files for the Webb County District Clerk's Office*. Kofile Technologies, Inc. (Kofile) will provide the required services

Kofile is uniquely qualified to complete Webb County District 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.

Preservation services include conservation treatments, deacidification, encapsulation, and binding. All deliverables will match the District Clerk's existing collection.

With Preservation services, Webb County has access to Kofile's proprietary archival products developed for local archives—the *Lay-Flat Archival Polyester Pocket™*, and the *Disaster Safe County Binder™* (DSB). Kofile holds the patent on both of these proprietary archival storage products. Kofile remains the sole source provider for both of these revolutionary products.

Do It Once, All items indicated will receive Archival Digitization includes capture and
Do It Right, processing (custom image enhancement and cleanup) and optimization
Do It Forever for access. enhancements. Kofile's services are not 'as-is' or 'scan it & forget it.' Images are the highest quality and are free of distortion and loss of information due to capture failures.

All services completed by Kofile are performed from its *Conservation & Digitization Lab* in Dallas, TX. The items for mold remediation are first treated with the assistance of a disaster recovery subcontractor, Belfor USA, at its Facility in Fort Worth, TX, then serviced by Kofile as appropriate. Both the Kofile and Belfor USA facilities use a Texas workforce.

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. Upon award, Kofile will discuss with the District Clerk whether the project is addressed batches (with staggered pickups and deliveries). Each batch will require at least 20 to 22 weeks for completion (delivery of preserved items and digitized images). Records are transported from Laredo to Dallas by Kofile staff an *off-the-shelf and on-the-shelf* service.

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

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**
- ✓ **Protect original records by reduction of daily use**
- ✓ **Reclaim space in the public records area**

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 this RFP. Kofile intimately understands the responsibility and required functions of recording offices.

Please see the following for an overview of 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 preserves over six million pages for Local Governments in the U.S.
- Annually, Kofile digitally captures over 25 million pages for Local Governments in the U.S.
- 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.



SUBJECT MATTER EXPERTISE

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

- Senior Conservator with 40+ years of experience.
- Imaging/Re-creation Manager with 29+ years of experience.



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.



TRANSPORTATION BY KOFILE STAFF (KOFILE-OWNED AND OPERATED VEHICLE)

Kofile personnel pick up and transport records. Kofile operates its own climate-controlled vehicles. Kofile will provide all supplies, materials, equipment, transportation, and related items.



ADVANCED TECHNICAL EQUIPMENT

Kofile invests in superior technological scanning equipment, software, and large format planetary/book scanners as part of its commitment to preserving documents and ensuring the best possible image capture.



QUALITY ASSURANCE (QA)

- There is no offshore remote access to any of Webb County's images and data. All work is performed by a US-based team.
- 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).
- Kofile does not miss pages, produce illegible images, or damage documents. Kofile will QC each image and sight verify each image (QC includes two instances of human eye verification).
- Domain specific knowledge is a necessity. Kofile will maintain data integrity, structure, order, and identification.



IMAGE PROCESSING: ZONAL ENHANCEMENTS

Kofile's proprietary software provides custom clean-up such as deskew, despeckle, character repair, and zonal enhancements.



CLOUD SECURITY

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



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.



PERMANENT FACILITY

Kofile's corporate facility (the location of work) maintains a superior security:

- Fire-resistant brick and concrete building (F5 Tornado Resistant). Structural steel support members, fire-rated walls, ceiling, and flooring.
- Three archival storage vaults (Media Vault and two (2) Book/Paper Vaults—Works in Progress & Long-term Storage)
- Security fence surrounds the property with restricted control access at each gate/door.
- State of the art security systems protect the entire facility and each vault.



OWNERSHIP OF DATA

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



RECORDS REQUESTS


For records in our possession, Kofile provides a records request line to efficiently provide scanned copies to the County approved personnel. Kofile has never charged for fulfillment of ad-hoc requests for copies of records. This is a standard level of service for any project.




ULTRASONIC HUMIDIFICATION CHAMBER

Humidification is essential for fragile documents in which manual unfolding would harm the document's structural integrity.

As previously noted, Kofile has revolutionized the preservation industry with patented, effective, and efficient archival products designed *specifically for county government*. Kofile's unique archival products and their exclusive U.S. Patent statuses are the results of years of research, testing, development, and expertise. Each *exclusive* product is the result of our Made-in-America ingenuity—made possible by the sacrifices and vision of the immigrants and pioneers represented in this collection. All products are constructed by a Kofile company in Missouri.

 **DISASTER SAFE COUNTY BINDER™ (DSB)**—*US Patent No. 10,160,255, issued 12/25/18, Class 6 Metal Goods.*
The DSB is equipped with a polyester foam insert that ensures physical support to the book block. Encapsulation allows sheets to hang from the posts. It offers progressive protection from fire, water, Relative Humidity (RH), atmospheric pollutants, ultraviolet (UV) light, and impact.

The DSB *exceeds* NFPA Fire Codes 1 & I, and Classification codes FMVSS 302, UL94 FLAME, and UL 746A IGNITION. In its 2nd generation model, upgrades include simplified access to the posts, and refined mechanisms and construction. NFPA® 232 Standard for the Protection of Records, ~6.12.2, states “All records shall be stored in fully enclosed noncombustible containers” (2017 Edition).

 **LAY-FLAT ARCHIVAL POLYESTER POCKET™**—*US Patent No. 7,943,220 B1, issued May 2011.*
Kofile utilizes SKC Films, Skyroll SH72S® for all of its encapsulation projects. Polyester or Polyethylene Terephthalate (PET) is the most inert, rigid, dimensionally stable (*dimstabil*), and strong plastic film. It is crystal clear, smooth, and odorless. Also, it will not distort or melt in case of fire. Reemay® Spunbond Polyester at the pocket edge offsets the document's thickness and seals out atmospheric pollutants.

Kofile's basis for success is decades of experience, realistic solutions, and expert 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 District Clerk's investment.

Kofile provides the professional conservation skills and resources to save records and maintain access to the recorded data. Kofile forms enduring relationships with customers and remains loyal to each project.

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D. PRESERVATION OF PUBLIC RECORDS AND MOLD REMEDIATION 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	<p>Kofile's principal business location is 6300 Cedar Springs Road, Dallas, TX 75235. This is the primary location of work for all Preservation and Archival Digitization services. Note, while Kofile does have other Labs, none will contribute to this project.</p> <p>Mold remediation will occur at the facility of the subcontractor, Belfor USA, located at 2425 Blue Smoke Ct. South, Fort Worth, TX 76105.</p>
Principal Contact Person	<p>Michael Hill, Chief Revenue Officer Kofile Technologies, Inc. 6300 Cedar Springs Road, Dallas, TX 75235 preserve@kofile.com Office Phone: 214/351.4800 Fax: 214/442.6669</p>
Team Members	<p>Kofile can provide any required information on its team members, partners, and employees who will perform services on this project following contract award. All Kofile staff identified herein are based from Kofile's corporate facility located at 6300 Cedar Springs Road, Dallas, TX 75235. Key staff are identified elsewhere in this proposal. Mold remediation will occur at the facility of the subcontractor, Belfor USA, located at 2425 Blue Smoke Ct. South, Fort Worth, TX 76105.</p>
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.

Key Products:

Lay Flat Archival Polyester Pocket™
Disaster Safe County Binder™
Archival Quality County Binder™

Solutions & Services:

Book & Document Conservation
Map Restoration
Encapsulation
Deacidification
Negative Photostat Stabilizer
County Recorder Binders

Archival Imaging
Book Re-creation
Indexing (Back File & Daily)
Micrographics
High Density Shelving
Transcription & Translation

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 Texas alone, Kofile has provided 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).

President George Washington, President Abraham Lincoln, President Thomas Jefferson, President John Quincy Adams, President John F. Kennedy, Bruce Lee, General Stonewall Jackson, King George III, Wyatt Earp, Stephen F. Austin, Senator Robert F. Kennedy, Grandma Moses, James Morris, and Henry David Thoreau

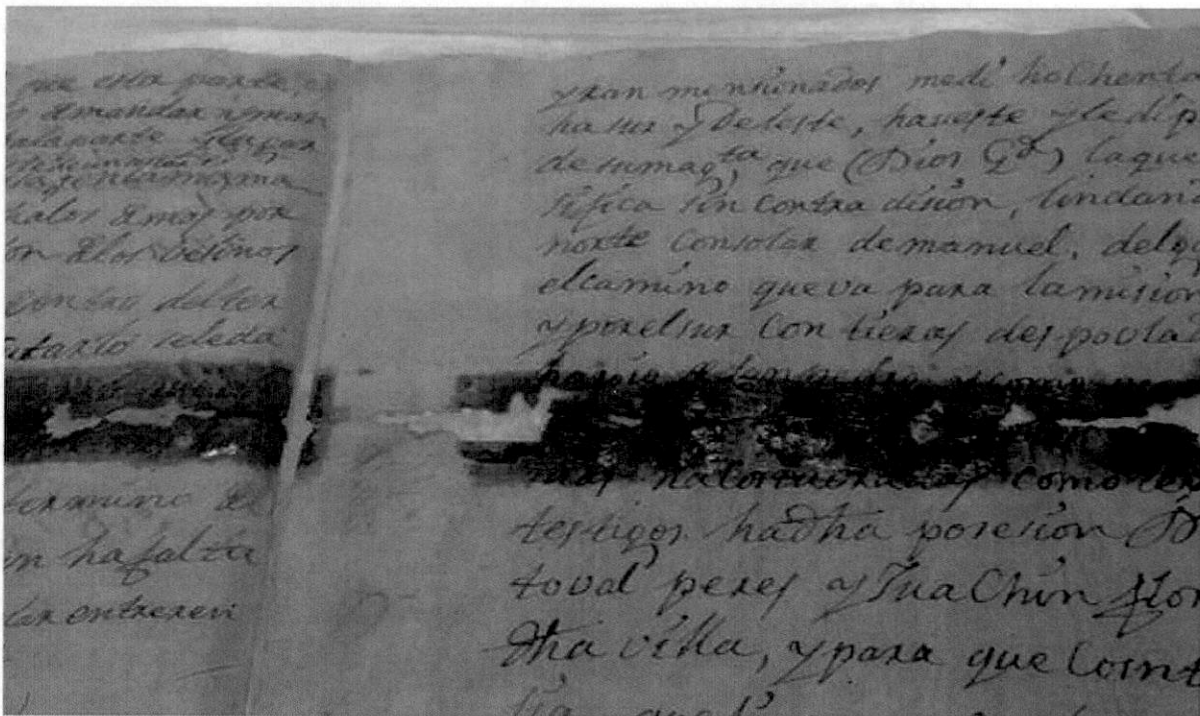
Whether written with their hands, treasured as their keepsake, recorded in their last breath, the names above represent a short selection of the historical significance personified by the written records and prints that Kofile has preserved and/or digitized.

The preservation of public records, including books and manuscripts, various documents, and maps, is Kofile's *specialty*. As the references document, Kofile establishes enduring professional relationships and remains loyal to each project.

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

Kofile's strength is not in the size of its staff or facility, but in its dedication and commitment to ensure the physical protection of America's public records. While the academic and professional community was limited to preserving documents related to national significance, it was the grassroots efforts of conservation facilities like Kofile that rallied for local records. However, over the years, Kofile's persistence and standard of workmanship has not only allowed Kofile to continue promoting and contributing to the preservation of local records but also to attend to those of national significance, too.

In the early days, faced with mounting collections of deteriorating paper, local government officials turned to local binderies for assistance. Then, as now, these offices were not financially equipped to maintain their historic records. Many offices resorted to limiting public access. These local governments needed someone with the experience and practical education to reverse the effects of time and use. The founders of Kofile educated themselves on the preservation procedures that fragile documents require. They listened to the concerns of records custodians and constituents and spoke with leading conservators across the country.



Ensuring that a preservation vendor is using professional standards, testing any methods, and educated is essential. Kofile has encountered work from labs that use poor conservation practices—one example above. The tape used to 'mend' has degraded with time, with its adhesive is burning and staining the original sheet. Close examination reveals that underneath the 'repairs,' portions of the page are even folded. This stresses the importance of carefully considering who is handling the County's historical documents.

MOLD REMEDIATION

Kofile recommends that each box or item requiring mold remediation is wrapped and moved to a control area (with proper environmental protections for the carrier and space) so no unaffected paper is contaminated. Disturbing paper will release mold spores into the air. Items with active toxins require ozone treatment in an isolation booth. Without isolation, the mold spores could enter the HVAC and infect an entire facility.

Files identified in the RFP require mold remediation prior to any services. Note, low bid vendors reach price points by scanning on low quality devices, which are disposed following the project. However, with the visible mold and the State of Texas code regarding safety of employees, any vendor will need to address the mold prior to services due to the liability concerns.

The introduction of water in can result in unmitigated damage. First, **red** inks smear, then **blue** inks, and lastly, **black** inks. Thus, often original signatures are lost first.

Overview of Mold Considerations

Mold is a serious liability to Webb County. An OSHA hazard, it exposes staff to respiratory health issues. Even inactive mold spores are allergens and hazardous. In an archives, mold and mildew often emerge following flood, fire, the presence of micro-organics, or proximity to toxic substances (asbestos or bacteria).

Items are tested for active microorganisms and humidity levels. Items with active toxins require ozone treatment in an isolation booth. Without isolation, the mold spores could enter the HVAC and infect a facility. This treatment kills the mold spores—meaning they will not grow or re-germinate. Inactive mold is still an allergen and requires removal.

Treatment varies per the paper's strength and stability. Kofile's treatment protocol follows a strict adherence to maintaining segregated work areas to prevent re-contamination. All tools and other reusable materials are cleaned after each use. All staff utilize protective personal equipment (PPE) to ensure safety and to prevent cross-contamination.

Mold Remediation Procedures

Kofile commences the project with an onsite assessment of the collection at its storage location. Kofile will work with the designated District Clerk staff to test items for active microorganisms and humidity levels (if applicable). Items with active mold are bagged and sealed on-site so that the spores do not spread. Mold is considered active if the growth is damp and smears. Inactive mold is dry and powdery.

All effected records undergo Vacuum Freeze-Drying in which the paper is dried in a vacuum freeze-dry chamber maintaining the vacuum pressure below 4.57 Torr to ensure sublimation of the ice directly to vapor.

Freeze drying is only necessary if the rolls are damp due to moisture content. Humidity and water are the most destructive threats to archives. After exposure to water, pages adhere to one another when compressed. Separation without loss of text and water soluble inks (such as ink signatures) is vital. Water damaged records are extremely fragile. The necessary conservation treatments are time consuming

and require a highly skilled conservator.

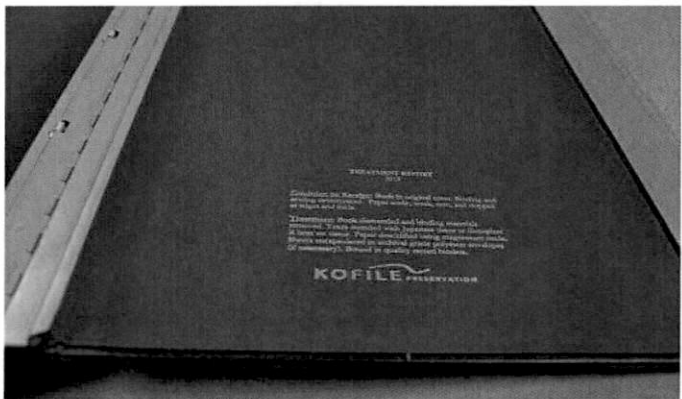
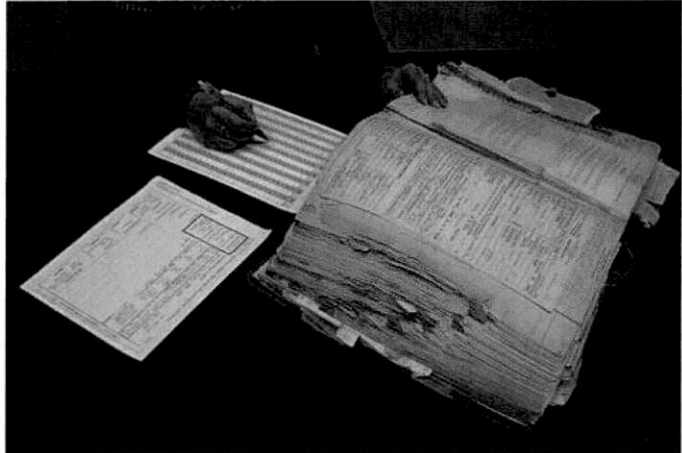
Next, the records undergo Gamma Irradiation Sterilization (GIS). This is a process of using high-energy electromagnetic radiation to sterilize paper. Gamma ray penetration results in damage to the DNA and other cellular structures. This causes the death of the organism (mold, bacteria, and viruses) or renders the organisms incapable of reproduction. This process is commonly used in the medical, pharmaceutical and food processing industries.

Remediation commences with dry surface cleaning. Surface cleaning incorporates accepted methods, including HEPA vacuum, latex sponges, soft bristled brushes, and isopropyl alcohol solutions. Soft brushes dislodge accumulated particles prior to and during vacuuming. Latex sponges lightly lift particles from surfaces. The HEPA vacuum allows for the suction, or aspiration, of mold spores, and a fine mesh-screen overlay protects delicate or degraded surfaces. Chemical treatments are only used when spores are embedded into the paper's fiber—and only in extreme cases. Materials are tested for stability and suitability before solutions are applied.

DOCUMENTATION OF TREATMENT

Upon receipt, items are assessed to document condition prior to service. A preservation technician inspects each sheet to ensure that it receives the appropriate level of treatment. A written record of pre-condition is retained and included in the final Treatment Report (Information Log). Information recorded includes:

- Date(s) of treatment
- Condition of document upon receipt
- Presence of acidic glues
- Presence of previous repairs
- Special characteristics
- Page count, pagination, and blank pages
- Loose pages or attachments
- Presence of pressure sensitive material
- Presence of staples, paper clips, brads, etc.
- Identity of certificates/records (manuscript, Photostat, typed, etc.)
- Notation of original lettering on spine and covers
- Any other information pertinent to the identification of the volume
- Name(s) of the conservator who worked on the item or held a supervisory position
- Name(s) of the preservation technicians who worked on the item



The work order and individual documentation logs accompany the item throughout the entire preservation process. Each project's information is entered on a color-coded production and control board. Storage areas are likewise color-coded to correspond to each batch or group of records. Records are housed in the same location throughout the project so that any given record is quickly located.

Please note that this is not a conservation treatment report disclaimer—this is provided in every finalized re-bound volume (see pictured).

CONSERVATION TREATMENTS

Kofile performs all preservation services in accordance with the *Code of Ethics & Guidelines for Practice* of the American Institute for Conservation (AIC). This includes conservation treatments, restoration, and rehousing of records with archival solutions and products.

Document integrity is essential. Kofile addresses each sheet individually. Kofile never utilizes any method of treatment, repair, or maintenance that is not 100% reversible. All work is designed for minimal additions, whenever possible. All materials used in the construction of products that contact records, including cover boards, are acid free and lignin free.

Kofile's extensive experience covers a wide range of permanent retention media—documents, volumes, tri-folds, plats, maps, negative Photostats, micrographics (film and fiche), digital images, etc. Projects range from one volume to thousands of volumes. Each problem is unique and deserves special attention.

Testing procedures measure the following: paper's pH, reaction to solutions and methods for reduction of adhesives, ink solubility in water or solvent, and free Iron II and III ions.

The following is an overview of treatments and services available at the Kofile lab. Services will be applied and equipment utilized as needed for individual pages.

Dismantling

Kofile does not attempt any procedure that results in a loss of text or weakens the paper's integrity.

During dismantling, a technician carefully removes original binding materials, such as threads and adhesive residues by hand; likewise, case files are removed from shucks.



This compromised binding allowed the loose sheets to drift from the protection of the book block. Dismantling required careful removal by hand of original adhesives and threads.

Original binding materials, such as threads and adhesive residues, are carefully removed. Old manuscripts often have protein-based binding adhesives such as fish, bone, or rabbit skin glues. The application of steam with specialized equipment can soften materials, which are otherwise difficult to remove.

Kofile never guillotines or chops pages; no original documents are cut. If trimming is necessary, technicians use handheld scissors or Jacques Board shears (specifically designed for trimming fragile paper). These allow Kofile to trim individual sheets carefully and accurately. One document is cut at a time to ensure no text is lost.

At this time, pages that are blank on both sides are removed (unless otherwise requested).

Surface Dry Cleaning

Surface cleaning is a generic term for the removal of materials deposited on pages—including dust, soot, airborne particulate, sedimentation from water damage, mold/mildew residue, active micro-organic growth, insect detritus, or even biological or mineral contaminants. All have serious consequences during long-term storage. To improve appearance, superficial grime is removed with a soft dusting brush. A microspatula is used to coax insect deposits. Other tools include a latex sponge, powdered vinyl eraser, or soft block eraser.

Removal of Fasteners

Kofile removes fasteners, page markers, and metal mechanisms. Fasteners (e.g., binder clips, staples, paper clips, string ties, rubber bands, brads, straight pins) can cause damage in short periods. This includes physical damage (decreased paper strength due to punctures or distortion) and chemical damage (rust). As metal disintegrates, the resulting rust "eats" the surrounding paper fibers.

Removal of Tape, Adhesives, Varnish, or Old Repairs

Varnish, tape, and adhesive residue are reduced as much as possible without further degrading the original. When possible, peelers and tape are removed with two primary mechanical techniques: Heat Removal or Peeling. Heat removal is used when adhesive is loose, old, or brittle. Peeling is used when removal by heat is unnecessary. Solvents are a last resort, and local application occurs only after testing.

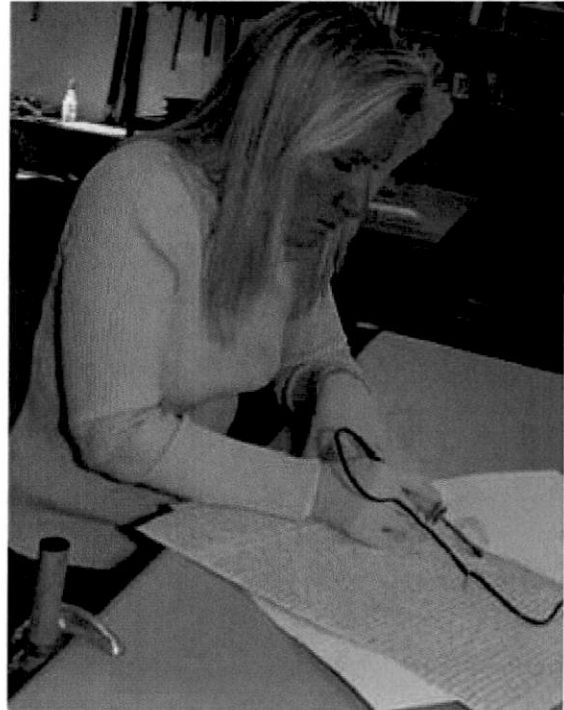
A *microspatula* (sometimes heated) coaxes threads, tape, and glue from the paper. A Hot Tools remover can soften adhesive for removal. Dial-Temp controls the transfer of heat and guards against scorching. Remaining adhesive is treated with a gum compound eraser.

If mechanical tape removal is unsuccessful, the next alternative is chemical. Adhesive reduction begins with the most benign process. Chemical removal is the last resort. This is either a local or spot treatment or immersion in a solvent bath. Kofile ensures that its laboratories are equipped to process chemical treatments correctly and safely. Previous repairs that cannot be removed safely will remain.

If possible, water-soluble repairs are removed with water or steam. Previous repairs that cannot be removed safely will remain. Only fully-trained, experienced, and supervised staff attempt removal of water-soluble repairs. While iron gall ink is safe for aqueous treatment, many inks may fade and compromise legibility. Therefore, extensive testing is required.

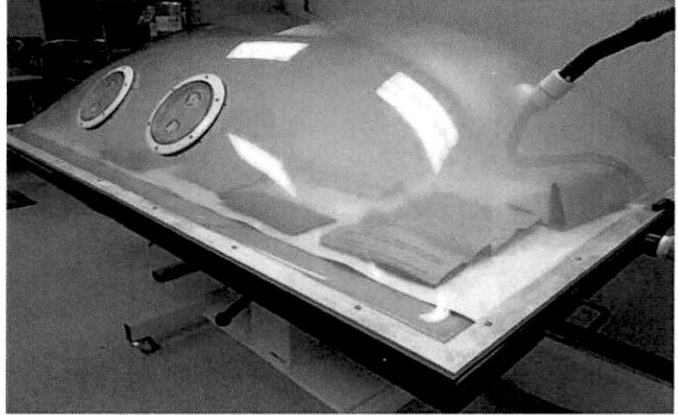
Flattening & Humidification

Improperly stored, papers become inflexible and retain a memory of the storage position. Flattening occurs in the Kofile lab with the strictest archival environmental control standards. 'Flattening' is accomplished by a variety of methods and tools. Tacking irons are one such tool and have adjustable temperature controls to alleviate damage. Another method uses moderate pressure drying between acid-free blotters. Monitoring eliminates bleeds and mold/fungus.



A Kofile conservator carefully coaxes adhesives and tape by application of heat and pressure with specialized conservation tools.

Items are humidified after testing the image solubility. The Ultrasonic Humidification Chamber can correct the most fragile document's folds and bends. This machine is enhanced with a cross flow and features a humidity dome and ultrasonic humidifier. Private labs are rarely equipped with this device, and this investment represents Kofile's foresight and commitment to offering the best available technology.



Ultrasonic Humidification Chamber.

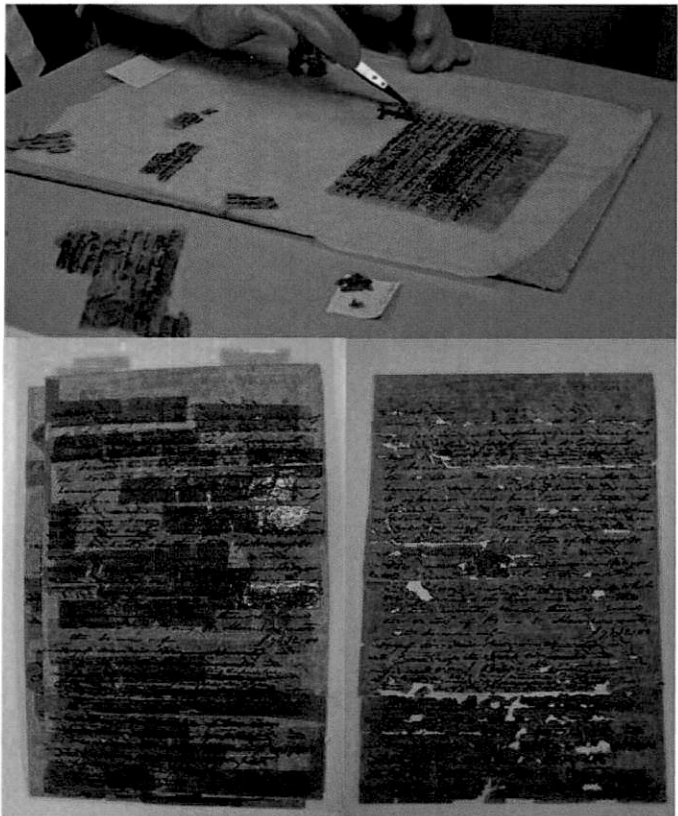
Repair & Restore Paper

Mending paper is an art form. It is accomplished with a variety of materials depending on the paper's color, tone, condition, and weight. The length of the tear(s) and the degree of embrittlement or fragmentation are also concerns. Kofile generally mends tears $>1/2"$.

Materials utilized for mending are acid free and reversible. Japanese paper and ethyl cellulose paste or Crompton tissue are used most often. Kozo paper, in natural and white finish, is commonly used because of its strength and transparent nature. While visible to the trained eye, it does not distract.

Mending strips are water cut so the edge of the Japanese paper visually integrates with the Document.

Kofile also uses a low-temperature acrylic adhesive to mend sheets which bonds to Japanese Kozo paper. Kofile also constructs its own version of this material with acid-free tissue paper and Rhoplex liquid acrylic adhesive. Fragmented edges, folds, tears, cracks, voids, and losses are all mended in this fashion.

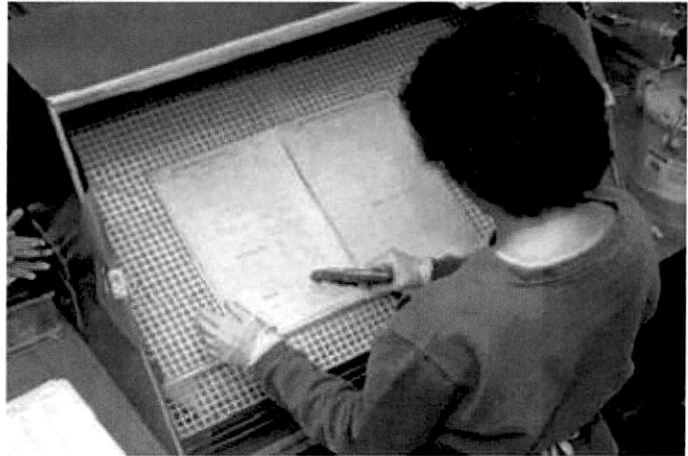


An 1848 Probate Record before (L) and after (R) treatment and mending with Japanese tissue. Above, a Kofile conservator pieces the document together after the tape was reduced.

DEACIDIFICATION

Deacidification is only performed after careful spot pH and compatibility testing. If the paper tests acidic, and the medium is suitable for deacidification, then this process is professionally recommended. Negative Photostats, blueprints, and blue line maps are generally not suitable for deacidification.

A commercially-prepared buffer solution is applied to **both sides** of the sheet with compressed air sprayer equipment. The solution is non-

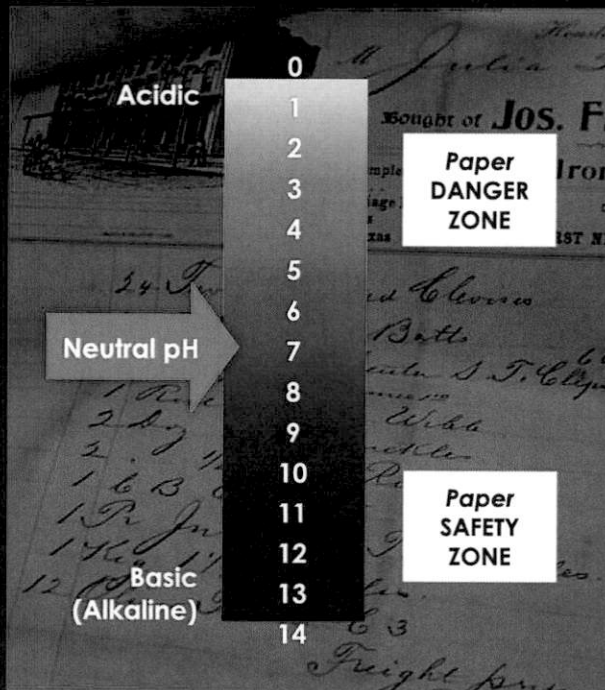


Non-aqueous deacidification with a fine mist on each side of the sheet.

DEACIDIFICATION (*Alkalinization*)

The addition of a finely divided alkaline material to paper fibers. The addition of an alkaline buffer is approved for use on papers that would otherwise deteriorate because of their tendency to produce acid, or for acidic papers that cannot be washed.

AIC Definitions of Conservation Terminology, Directory of the American Institute for Conservation of Historic and Artistic Works.



What this means to WEBB COUNTY

Without acid-free components, the chemicals deteriorating within the paper fibers and materials cause deterioration of bindings and pages. With time, papers become increasingly acidic. This breakdown is evident in yellowing or browning. In addition, the paper becomes brittle and loses its fold resistance. Deacidification will halt this process.

Most are familiar with the experience of handling of an old book—the binding is worn; the pages are brittle and yellowed; and it emits a slight odor. Unlike the aging of the readers, the aging of a book can be stopped through conservation. With simple treatments, books and their contents can be saved for countless generations.

While a fraction of damage to the books is due to handling, the major culprit is the acid in the paper fibers. Imagine your grandchildren reading the same book that you favored as a child, but the pages are just as stark white and crisp. This is accomplished through deacidification.

flammable and non-toxic. The active ingredient, magnesium oxide, neutralizes acid, and provides an alkaline reserve. This chemical is inert, safe, and does not degrade the sheet.

Kofile is equipped with multiple custom-built spray exhaust booths. All are routed through an HVAC system for optimum performance.

The buffer, once applied, alters the paper's pH slowly. After deacidification, random testing ensures an 8.5 pH with a deviation of no more than $\pm .5$.



A deacidification spray booth.

Negative Photostat Stabilizer

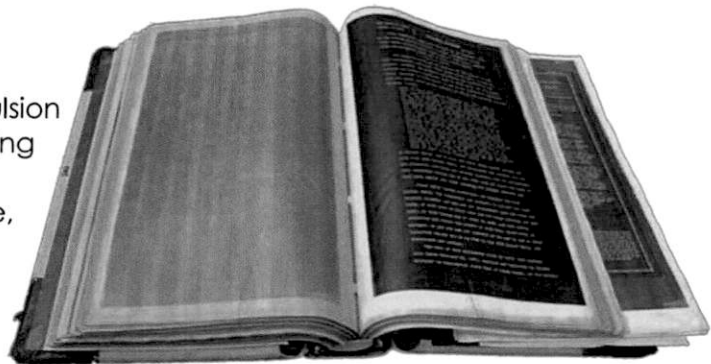
Time deteriorates Photostat emulsion (sulfiding). Exhausted or dirty 'fixing baths' during the silver print processing exacerbate damage, as seen through fading images, flaking, and browning sheets. Eventually, text becomes illegible.

Kofile's Archival Polyester Stabilizer preserves Photostats for long-term use and storage.

A thin application stabilizes both sides of the sheet.

Kofile is the only vendor who has the customized apparatus and sealant solution for treating negative Photostats.

This protective coating will not oxidize or cause the sheets to yellow. It contains ultraviolet (UV) absorbers that block 99% of ultraviolet light and Hindered Amine Light Stabilizers (HALS). It also contains water resistant properties. After application, negative Photostats better resist abrasion and humidity, and the image resists fading better than untreated images. These properties are vital to protecting archival negative Photostat records during public use.



This is the only existing version of a volume recording Texas history. It is now the original source. It is fading due to poor quality control during the Photostat's original development.

ENCAPSULATION

In archival encapsulation, the document floats freely. It is not adhered or heat set.

In archival encapsulation, the document is free floating. It is not adhered or heat set. The inherent static cling of polyester provides physical support and protection from use.

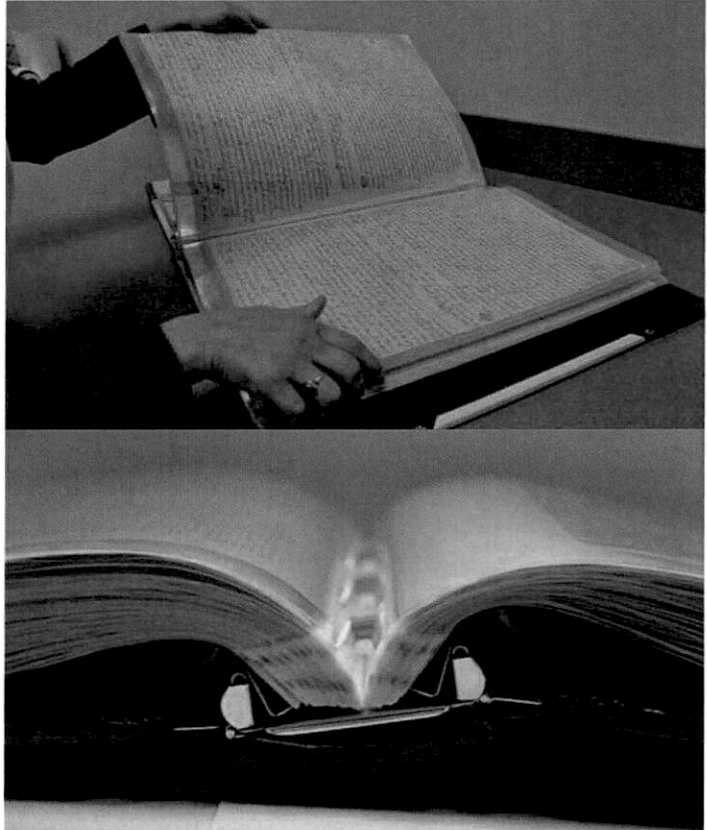
Weak and fragile paper is an obvious candidate for encapsulation. Compromised binding margin or guillotining volumes necessitates encapsulation. Another factor is the presence of acid burn due to Iron Gall inks. An additional benefit of Mylar® encapsulation is to prevent direct handling of any and all documents after preservation to prevent particulates or soil and oils present on fingers to re-contaminate the paper.

An additional benefit is the incorporation of an UV filter present in Mylar®, which helps filter damaging light. As a result, Kofile encapsulates most documents that go into public circulation.

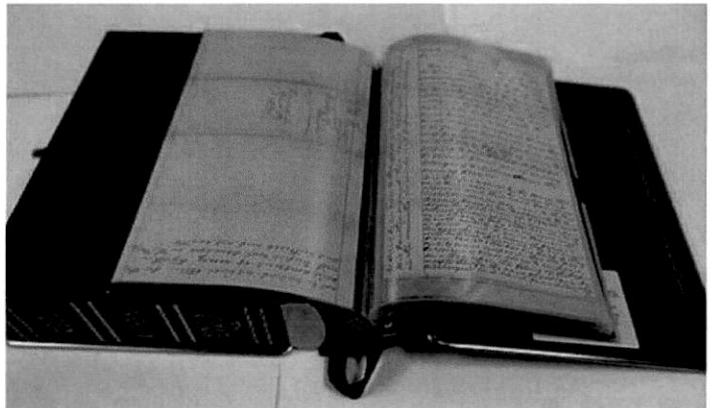
Kofile uses SKC SH725 PET polyester. Polyester or Polyethylene Terephthalate (PET) is the most inert, rigid, dimensionally stable (*dimstab*), and strongest plastic film. Otherwise known as Mylar® Type D or Melinex® 516, it is crystal clear, smooth, and odorless. It does not distort or melt in case of fire.

Each sheet is encapsulated in a 3 mil patented polyester pocket: *Lay Flat Archival Polyester Pocket™*, US Patent #7,943,220 B1, 5/17/2011. This pocket welded closed on three sides, and the binding process seals the fourth side statically. Pocket dimensions match the 'book block' dimensions with a 1½" or 1¼" binding margin.

A Reemay® strip or spunbond polyester at the binding edge offsets the document's thickness and seals out atmospheric pollutants while allowing off-gassing. This allows for a flat book block and reinforces the binding for added strength and service. Also, to access the original sheet, the Pocket would require cutting.



Preserved and encapsulated volumes bound in Heritage Recorder Binders.



Preserved and encapsulated volume in a DSB.

ARCHIVAL RECORDER BINDERS

Encapsulated sheets are hand-bound in books of 250 sheets or less, punched (on the pocket's edge), and bound. This may include *splitting books with large capacities into two volumes or combining similar volumes with low page counts*. Kofile punches pockets to any hole specifications.

WRITTEN WARRANTY

Kofile's products feature a Lifetime Warranty against defects. Any product (including binders and pockets) that fails to operate properly or to maintain its original integrity is replaced at no cost to Webb County.

Kofile repairs, reinforces, or replaces index tabs as necessary. All attachments are treated with the rest of the text block or file.

Binder covers are available in various colors in genuine leather, imitation leather, or canvas. Kofile can match existing books by manufacturing custom sizes, shapes, spines, colors, and lettering. Kofile manufactures binder components on a per-book basis, sized to 1/4" incremental capacities.

Kofile matches the existing collection by manufacturing custom sizes, shapes, spines, colors, and lettering. Binders are available in the colors shown to the right in Imitation Leather (white is also available, but requires black lettering instead of gold foil). Spines are available in genuine or imitation leather. *For hubs, the spine must be genuine leather (which introduces a non-archival component).*

All adhesives used in the construction of Kofile binders are acid-free and reversible. These adhesives are based on internally plasticized copolymers of vinyl acetate with ethylene, deputy male ate, or other suitable monomers, with a vinyl acetate monomer content of no more than 1%, and a minimum 6 pH.

Each binder features durable cover boards and a spine to support the pages' weight. All materials, including the cover boards and adhesives, are acid free. New binders stabilize documents and impede deterioration. *This will save Webb County valuable storage space and will require little or no maintenance for decades.*

Title Stamping

Title stamping can follow the same format/style of the originals. A stamping sheet is printed and sent to the County for approval.

Tooling is performed with 23-karat gold foil, guaranteed to resist fading. It will follow the same format/style of the originals or can incorporate custom seals and dedications. If any titling, dates, or other information from an original volume is noted in error, the District Clerk is notified to determine if correction is appropriate.

BROWN

MAROON

BURGUNDY

GREEN

ROYAL BLUE

NAVY BLUE

BLACK

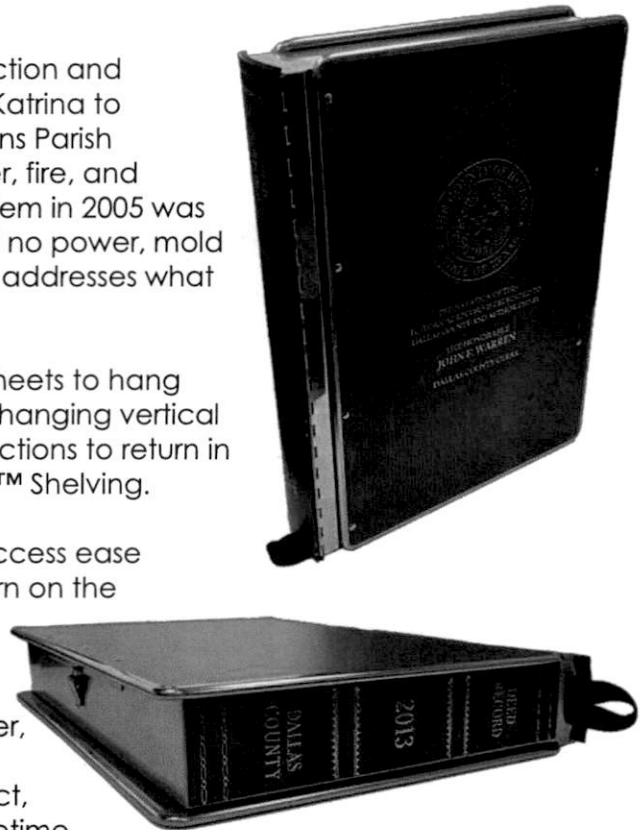
RED

Disaster Safe County Binder™ (DSB)

The DSB provides unparalleled protection and storage. Developed after Hurricane Katrina to address the devastation of the Orleans Parish archives, it protects sheets from water, fire, and physical disruption. The primary problem in 2005 was 100% relative humidity. With weeks of no power, mold was rampant. A hard lesson, the DSB addresses what went wrong in that natural disaster.

The DSB enables the encapsulated sheets to hang from the binder's posts—much like a hanging vertical plat cabinet. This feature allows collections to return in a smaller storage footprint with 4Post™ Shelving.

The DSB provides functionality and access ease while offering the highest rate of return on the client's investment. It is a portable vault for housing records of enduring value. It provides progressive protection from exposure to fire, water, Relative Humidity (RH), atmospheric pollutants, ultraviolet (UV) light, impact, and drops. The DSB also features a lifetime warranty against rust.



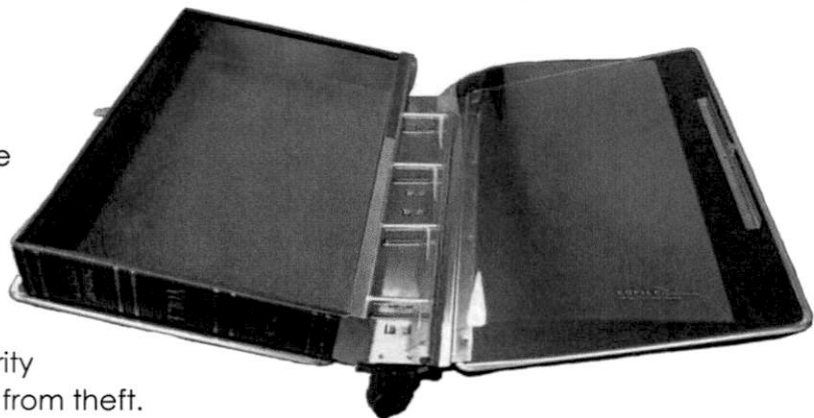
Other DSB Features Include:

Stainless Steel—The metal mechanism and book block apron are constructed of stable corrosion-proof 316 stainless steel, which does not emit harmful gaseous pollutants like cold roll steel.

Support to the Book Block—The DSB is equipped with a Polyester Foam Insert to ensure physical support to the book block and allow library style storage.

Microclimate—

The DSB creates a *Microclimate*, an independent, stable environment separating sheets from the external atmosphere.



Security Lock—A security lock hinge protects from theft.

Nonflammable & Self-Extinguishing—The DSB's nonflammable cover boards and materials make it self-extinguishing. These proprietary features protect the

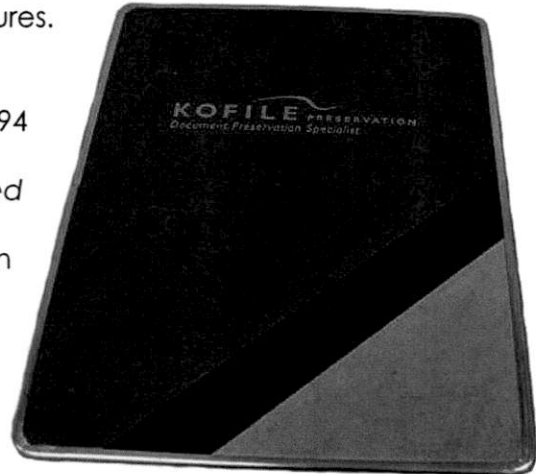
contained pages in extreme temperatures.

The DSB exceeds NFPA Fire Codes 1 & I, and Classification codes FMVSS 302, UL94 FLAME, & UL 746A IGNITION. NFPA 232, ~6.12.2, states "All records shall be stored in fully enclosed non-combustible containers" (Standard for the Protection of Records, 2017 Edition J).

FINAL QUALITY CHECK

Each volume is checked by a preservation technician before it is designated for return. Using the work order log (which accompanies the volume throughout the conservation process), this final quality check verifies page order. This check also ensures that all repairs are complete, edges of the Mylar envelopes are sealed, and the Treatment Report is accurate.

Finished books undergo extensive quality control inspections before being returned to Webb County. A Treatment Report—detailing materials and methodology—is included with each completed binder.



A cut-away of the DSB components—layers include: a metal rim, Imitation Leather (red), fire resistant material (black), a self extinguishing board, and a metal rim.

ARCHIVAL DIGITIZATION

Imaging a document creates an electronic representation of the original. This process is not meant to replace the archival record, but to aid in its preservation. The image serves as a reference tool and is a back-up if the original is damaged or destroyed.

Upon request, Kofile stores an electronic security back up of all images in case of loss, damage, or destruction by fire or natural disaster.

Many of Kofile's projects involve re-work for collections already imaged or indexed by low-bid vendors. Kofile's basis for success is decades of experience, realistic solutions, and professional analysis.

Kofile's imaging standard operating procedures (SOPs) were designed and implemented with the input of professional paper conservators. Technicians are trained to handle fragile documents. Services differ because Kofile guarantees Webb County that materials are addressed according to their specific condition and fold endurance (state of fragility) without blind, automatic scanner feeds.

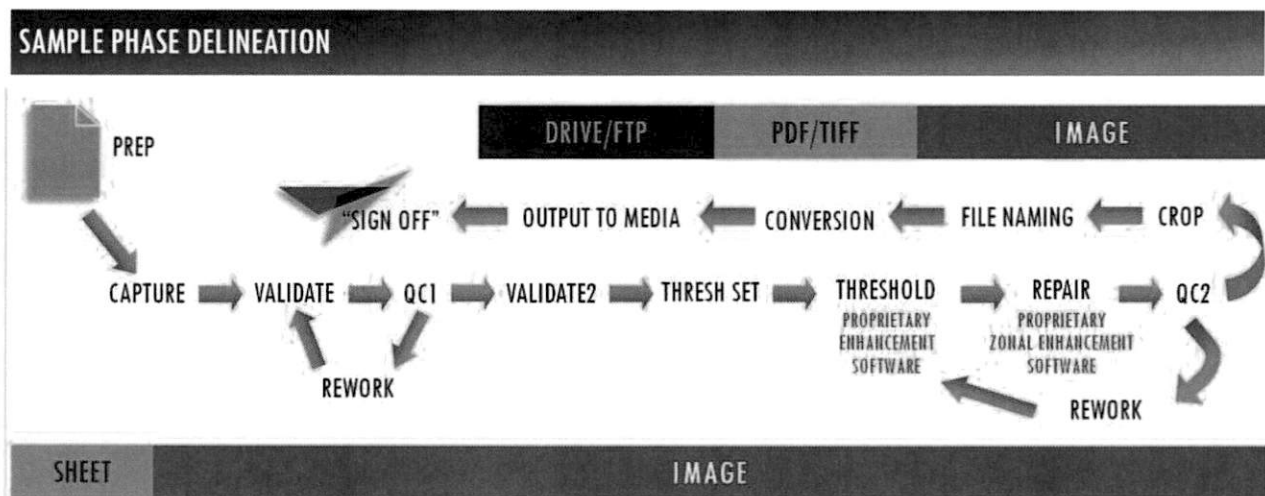
Imaging Standards

Kofile is highly capable to provide all standards in accordance with Webb County's specifications. Images are captured at a minimum of 300 dpi at 256 bi-tonal or gray levels. This ensures the highest image quality for documents with poor contrast and difficult-to-read information.

Images accumulate as Group IV bi-tonal images in a standard TIFF or PDF format. Images are optimized and scaled for output to the target system. Final images are delivered via SFTP (or CD/DVD/thumb drive/external hard drive).

Kofile always defaults to *National Archives & Records Administration (NARA)* technical guidelines for digitization.

It is Kofile's standard procedure that the client signs off on a pilot run prior to the commencement of full scale scanning.



TYPICAL CONVERSION PLAN FOR CASE FILES					
NO.	TASK	ASSIGN	START /END	STATUS	COM- MENT
1.0	SCOPE OF WORK & QUOTE				
1.1	Develop scope of project i.e. budget, date ranges, case range.	County & Kofile			
1.2	Sign, edit, & return executed quote or contract to Kofile.	County			
1.3	Issue Purchase Order.	County			
2.0	PICK UP FROM STORAGE SITE				
2.1	Export database of Case Files in a pipe delimited format, if applicable.	County IT			
2.2	Create manifest for Pick Up (a listing of case files per box).	Kofile			
2.3	Pick up from Client site(s).	Kofile			
2.4	Repeat Items 2.2 - 2.4 until scope of project (Item 1.1 pick up).	County & Kofile			
3.0	KOFILE PRODUCTION TASKS				
3.1	Inventory receivables and verify receipt.	Kofile			
3.2	Document Prep (e.g. remove clips & staples, tape receipts to black pages, position envelopes for scan. May require copying case file folder for inclusion.	Kofile			
3.3	Scan at 300 dpi at 256 gray levels with image enhancement to include deskew, despeckle, character repair, & zonal processing.	Kofile			
3.4	Quality Assurance (QA) Tasks include a visual examination of each image & comparison of image to paper. Compare Index data to database (Item 2.1) to match data.	Kofile			
4.0	DELIVERY OF IMAGES FOR IMPORT				
4.1	Provide media (CD, DVD, hard drive) for image & metadata delivery—includes case count, multi-page PDF files, & metadata.	Kofile			
4.2	Import images & metadata, if applicable. Verify that case count & other information matches quantity provided by Kofile.	County IT			
4.3	For imports with exceptions, provide Kofile with a list of exceptions for reimport.	County IT			
4.4	Verify users can access newly imported images & metadata.	County IT			
4.5	Back up Document Repository with newly imported images & other databases that may require a backup.	County IT			
5.0	COUNTY QUALITY ASSURANCE (QA) REVIEW				
5.1	County to complete a QA delivered Files.	County			
5.2	County to provide Kofile with an exception list of any issues.	County			
6.0	RETURN OF DOCUMENTS				
6.1	Documents return for storage.	Kofile			
7.0	MISCELLANEOUS				
7.1	Invoice per agreed upon period to the County.	Kofile			



The article implies that partial document destruction is normal. This is unacceptable and contrary to any preservation standard. Kofile has the experience and expertise to handle fragile documents and address the physical preservation of the source document.

Source: Higgins, Jessie. "Recorder's Office Preserving Oldest County Records by Digitizing Them: Some Century-Old Pages Crumble When Touched." Evansville Courier & Press, August 21, 2013.

Prep

Domain specific knowledge is necessary for this project. A vendor that does not understand permanent asset collections may address the Webb County records as disposable. Kofile understands that these are not disposable records.

Kofile will maintain file order and identification. Sequential document order is maintained and controlled by batch or page—as determined by client. Page order can be maintained by hand numbering with a light pencil.

Files are physically prepared for scanning. Prep may include staple and brad removal, disassembly of binder components, orientation of documents, and unfolding.

At this stage, fragile documents are flagged for exception handling and placement in Mylar, as necessary.

If applicable to the project, any volumes with bound/sewn bindings are imaged with a book scanner without compromising the binding's integrity. Kofile never guillotines or chops pages; no original documents are cut. Always question vendors if they recommend power cutters to dismantle sewn books. Never compromise the binding margin. Kofile never attempts any procedure that potentially results in a loss of text or weakening of document integrity. For these purposes, Kofile does not endorse or practice guillotining.

Confidential/Sealed Files & Physical Evidence

Kofile will cooperate with the County to process such files as mutually agreed upon. Kofile's standard procedure (SOP) is to scan everything as received. However, for sealed and secure documents/envelopes, Kofile's SOP is to leave unopened.

Kofile's SOP for unscannable physical evidence is to pull the evidence, insert a Proxy Indicator page into the file for imaging, create a control list, and bag/box with labels correlating to the specific case number accordingly for return to the County.

Image Capture

Operators observe each page during capture. Kofile's high-speed scanners utilize large wall-mounted monitors for observation.



A Kofile Imaging Technician captures a historical document on a flatbed scanner.

Kofile's Image Certification team reviews each page against the scanned image to certify each page is scanned and that each image is the best copy.

For faint or illegible pages, the operator marks the page, readjusts the scanner, and employs contrast tools until the best copy of the image is captured. If unsuccessful, the operator indicates and inserts a review form for the quality assurance team to assess. The page is treated with a "Best Possible Image Indicator" or further enhancements. The image processing team can apply zonal enhancements for further enhancements as necessary.

Image Processing & Enhancement

IMAGE PERFECT, Kofile's proprietary software, ensures optimum image quality. When sheets vary in size and density, this custom programming ensures image uniformity. It provides proprietary algorithms to achieve superior image quality. Utilization of algorithms is critical to address the varying densities and quality levels in any local public records collection.

This proprietary software is a digital SLR-based system. Kofile utilizes the Microsoft® SQL database as the underpinning for production. Operators can interactively build and edit image processing scripts. The image processing scripts can be saved for batch processing. It also boasts progress tracking capabilities and exceptions identification. Supervisors quickly and efficiently manage and correct problems.

At capture, this software automatically addresses many common problems:

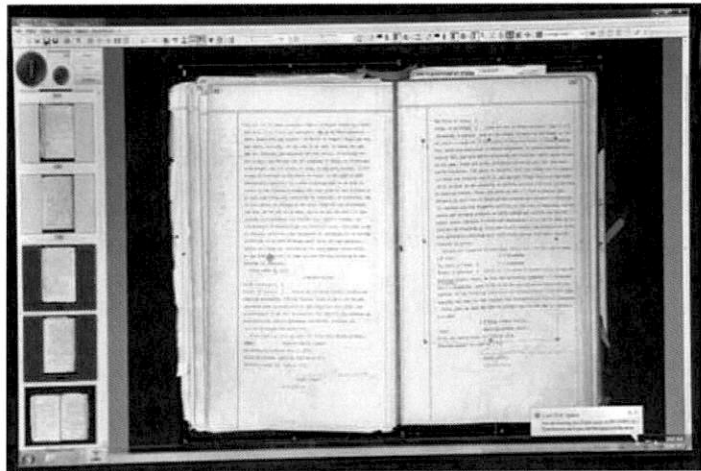
- White-on-white images
- Synchronizing images from different scanners
- Floating page cropping & segmentation
- Rotating & de-skewing images
- Tone correction
- Resolution adjustments
- Metadata Normalization

IMAGE PERFECT uses custom image clean up and enhancements such as deskew, despeckle, character repair, and zonal processing. Images are zonal enhanced to improve legibility.

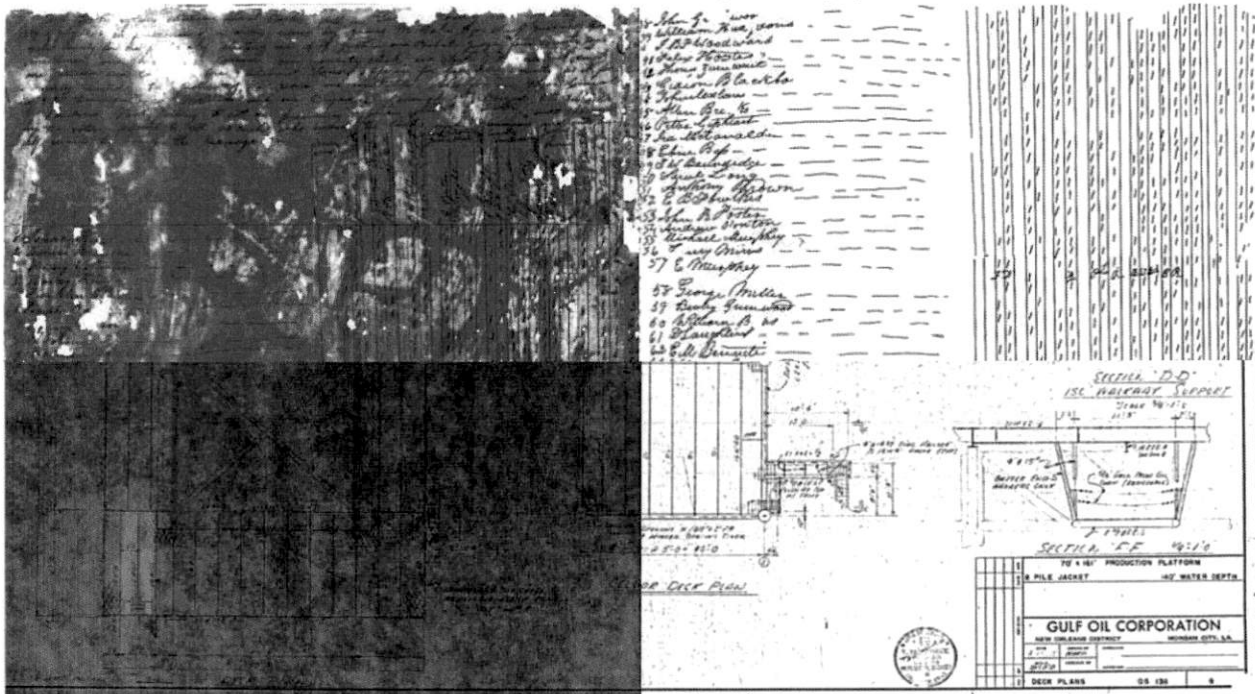
Kofile maintains 100% document integrity and image control with exclusive Image Locking. During image repair, IMAGE PERFECT allows repair of the currently displayed image without rescanning additional images (which compromises image integrity). When a re-scan is required, the processing procedures does not permit information from rescanned pages to accidentally cut and paste into the incorrect page.

Quality Targets (pictured) establish the scanner's baseline digital capture quality. This permits Kofile to measure the digitization physics at capture. Quality Target are the foundation of Kofile's quality assurance. IMAGE PERFECT measures each image for:

- Target dpi
- Target Tone scale & correction
- Color Management
- Brightness/Contrast Correction
- Gamma Adjustment
- White Balancing
- Page Orientation
- Exposure uniformity
- Color reproduction data



Quality Targets permit operators to view image quality at scan. Images, even when scanned on different devices, are "normalized" as if captured from one device. Rather than using ad-hoc algorithms and tricks, this software measures image quality and propagates this data through the imaging chain.



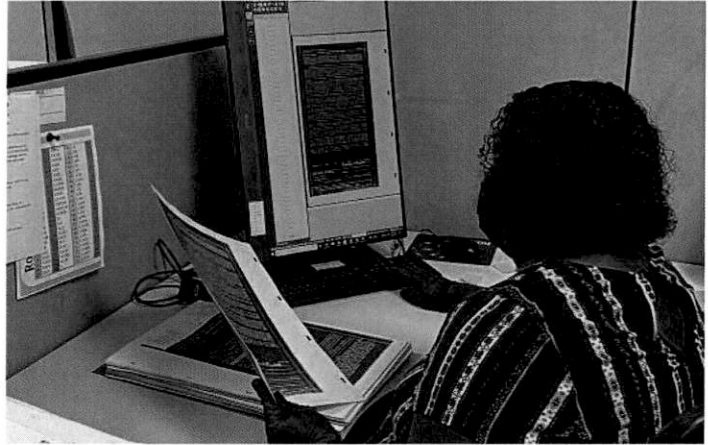
Examples of imaging before (L) and after (R) advanced levels of image cleanup and enhancements by Kofile technicians.

If requested, annotations are supported to allow the addition of Court, Case Number, Year on the digital image. Image quality metadata is captured as part of the image header along with a secured digital signature that certifies the fidelity and integrity of every image scanned.

Kofile performs Photostat polarity reversal (so all characters are black on a positive background). The document certification strip (file strip) is inverted to match the polarity of the final image.

Quality Control (QC)

Kofile's QC process ensures that each images is certified. **Each and every image is sight checked by human eye.** Each page is viewed to ensure there are no missing pages, double feeds, or "A" pages (those added to the original book or file). Each image is inspected prior to delivery to the customer. Webb County can receive an image log noting the steps employed.



A Kofile Imaging Technician performs a page-by-page visual review of the original page to the captured digital image.

Kofile's quality assurance involves three major thresholds for 100% review inspection: during preparation, at capture, and post-scan. Prior to delivery, all work undergoes a statistical, random, batch-based review of 8% of the inventory.

The three checkpoints for 100% review combined with the batch-based 8% review all establish the control levels for inspection of the finished product. In total, human eye verification occurs twice—first with comparison of the paper record to the captured digital image. Second, with comparison of the raw scan to the zonally enhanced image.

System Formatting

Images are optimized and scaled for system output. Kofile has worked with several records management system vendors, including GovOS, homegrown systems, and those managed by iDocket, NetData, Deketo, COTT, Tyler Technologies, Inc., Laserfiche, Granicus Legistor, etc.

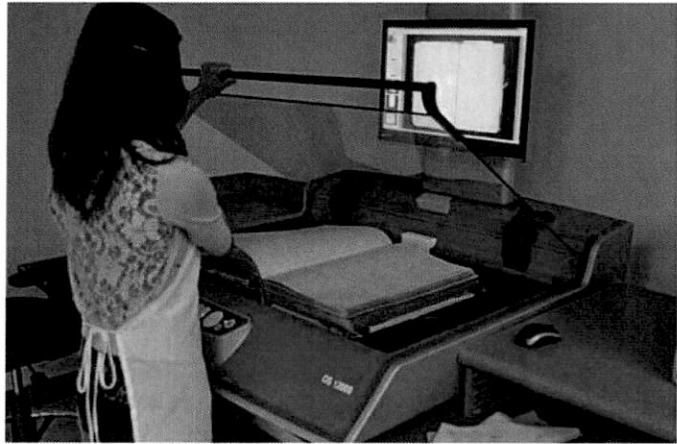
Advanced Technical Equipment

Kofile employs a range of scanners to tailor imaging services. Kofile's scanning capability includes mixed-sized and large-format documents. Each scanner employs page detection to adjust for varying sheet sizes and, more importantly, thicknesses (to reduce "pull-throughs" on thin papers following thick bond). Document fragility and stability determine which device is employed. This selection process also ensures a historical document is addressed by its specify density.

- Kodak i5850
- Kodak i5200
- Fujitsu® fi-5950
- Fujitsu® fi-6770C
- OPEX® Falcon
- OPEX® Gemini
- Zeutschel OS12000 A1
- Image Access BookEye® 4 Professional
- Image Access WideTEK® 36DS
- Image Access WideTEK® 60CL

Zeutschel—an overhead planetary tabletop scanner for books and large format items (e.g., certificates, drawings, maps, newspaper). A high end scanner for maximum performance and perfect images. It provides correction and automatic document detection with integrated color management, contrast improvement, image rotation, de-speckle, de-skew, cropping, masking, and scanning with dynamic threshold. Other advantages include:

- Perfect Book — 3D technology for perfect book curve
- High scan speed
- ROI-scan feature (limitation of scan area)
- Superior automatic color management
- Eliminates UV/IR radiation
- Scans with low exposure to light (illumination only activates at scan)
- No reflections with high-gloss originals



WideTEK® —This wide-format duplex scanner digitizes two-sided sheets. Kofile Labs have multiple models of WideTEK® devices to capture sheets up to 36"W and 60"W. In a single pass, this scanner captures both the front and back of a sheet in only 2.5 seconds in a single pass (even capable at a resolution of 300 dpi). The sheet no longer requires flipping over for verso capture. These scanners ensure the best possible gentle transport of a sheet without damage.

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.

Kofile provides the Best Value for any project involving active or permanent retention records, especially for those addressing historical, deteriorated, poor resolution, and/or fragile originals. Webb County benefits with Kofile's investments in the best hardware and software. Kofile can address any concerns regarding the handling of records, conservation and restoration treatments, confidentiality, superior image capture, quality of work, and commitment to its provided services.

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.

Conservation Team

A conservator supervises the conservation laboratory and daily work in the lab. Each of our locations has technicians that perform limited conservation treatments under close supervision. Kofile is a strong proponent of cross-training. Our conservation team has a strong retention rate and years of experience and practice. Less experienced workers are assigned to specific tasks, such as document prep or basic unbinding

procedures. The conservators oversee the performance of the treatments. They are responsible for the examination criteria of each item, including cost estimates.

Upper management attend continuing education conferences and hold professional memberships with such organizations as the American Institute for the Conservation of Historic and Artistic Works (AIC). Kofile is an institutional member of the AIC and subscribes to their *Code of Ethics & Standards of Practice*.

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
	Chris Marotti	SME, Conservator	20+ Years
	Vincent 'Vinnie' Prejean	VP of National Operations	20+ Years
	Jeff Baldwin	SME, Tech-Enabled Services	10+ Years
	Trish Angleton	Project Manager	1+ Year
	Mold Remediation Specialist (Belfor USA)		
Ramiro Rodriguez	Document Restoration Project Manager (resume not included—description of experience included in the following)	20+ Years	
Maria Duque	Document Restoration Technician (resume not included—description of experience included in the following)	5+ Years	
Martha Oropeza		20+ Years	

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.

Chris Marotti, Conservator, Subject Matter Expert

Marotti has a lifetime of experience in conservation and preservation practices. From a young age, he apprenticed in his father's conservation laboratory. His input is invaluable, and his is readily available to customers to records collection challenges. Marotti has worked as a consultant for large municipalities concerning vault equipment and preservation/conservation approaches and practices. He has an exceptional knowledge of municipal markets, business practices, and conservation/preservation practices.

Ramiro Rodriguez, Document Restoration Project Manager, Belfor USA

Ramiro Rodriguez has been involved in the document restoration business since 2001. He is currently the Project Manager of the documents restoration lab for BELFOR USA, in Fort Worth TX. His primary responsibility is to help support the BELFOR local offices with personnel and expertise to perform technically challenging projects. The services under his direction are (1) Document Drying and Recovery and (2) X-ray Drying and Recovery.

Maria Duque, Document Restoration Technician, Belfor USA

Maria Duque has been involved in the Document Restoration Department since 2017, and is currently a Document Technician for BELFOR USA, at Fort Worth TX. Her primary responsibility is to receive documents, inventory, and prepare them for freeze drying. Then, she performs the cleaning process and readies the items for return to the client.

Martha Oropeza, Document Restoration Technician, Belfor USA

Martha Oropeza has been involved in the Document Restoration Department since 2002, and is currently a Document Technician for BELFOR USA, at Fort Worth TX. Her primary responsibility is to receive documents, inventory, and prepare them for freeze drying. Then, she performs the cleaning process and readies the items for return to the client.

CHRIS MAROTTI, CONSERVATOR

QUALIFICATIONS SUMMARY

Marotti has a lifetime of experience in conservation and preservation practices. From a young age, he apprenticed in his father's conservation laboratory as well as with Carole Homola, Maria Pukownik, and Leopold Saint Paul. He performs preservation and condition assessment surveys as well as working at a high level to manage large-scale projects and working directly on high-profile and difficult conservation projects.

Marotti also has experience researching and writing marketing, financial, and feasibility reports concerning new business acquisitions and acquisition prospects. He filled a key role in preparing and carrying out satellite operations in Carson City, Nevada, and Dallas, Texas. He has worked as a consultant for large municipalities concerning vault equipment and preservation/conservation approaches and practices. He has an exceptional knowledge of municipal markets, business practices, and conservation/preservation practices. His input is invaluable, and he is readily available to customers to discuss records collection challenges.

PROFESSIONAL HISTORY

2009-present

Kofile Technologies, Inc.
Conservator

- Oversee day to day operations, including coordinating purchasing and production to meet contract deadlines and goals
- Directly manage the Dallas-based Conservation laboratory

2004-2009

Joseph J. Marotti Co., Essex, VT
Assistant Conservator and Director of Sales and Marketing

- Research and write marketing, financial, and feasibility reports concerning new business acquisitions and acquisition prospects
- Filled a key role in preparing and carrying out satellite operations in Carson City, Nev., and Dallas, Tex.
- Consultant for large municipalities concerning vault equipment and preservation/conservation approaches and practices

1991-2000

Joseph J. Marotti Co.
Preservation Technician

TECHNICAL TRAINING, & CERTIFICATIONS

1991-2000, 2004-2009

Apprenticeship. Joseph J. Marotti and Carole Marotti.

TECHNICAL TRAINING, & CERTIFICATIONS

1991

Apprenticeship. Leopold Saint Paul, the former Director of the Conservation Laboratory at the Université de Liege, Belgium.

- Minor varnish removal for oil paintings, paper suction table cleaning of prints, fine book restoration, and paper dating through use of water mark identification.
- UV light observation of artifacts checking for evidence of previous restoration, ink solubility, and paper pH testing.

1991—1995

Apprenticeship. Carole Homola.

- Traditional hand-bookbinding

1991

Assistant. "Restoration of Documents and Works of Art on Paper." Maria Pukownik, former Chief Conservator at the Regional Historical Library Museum in Plock, Poland, and Conservation Department Head at the State Museum of Art Nouveau, Plock, Poland.

- Pukownik specializes in works of art on paper, and is extensively trained and experienced in the complete treatment of paintings. She is also skilled in cleaning, seamless repairs, reconstructions, painting in all traditional techniques, book repair and bookbinding.

EDUCATION

2005-2006 Business Management Studies, Community College of Vermont

2000-2004 Recreation Management and Business-Economic Studies, University of Vermont

VINCENT 'VINNIE' PREJEAN, DIRECTOR OF NATIONAL OPERATIONS

QUALIFICATIONS SUMMARY

Prejean uses his vast experience and knowledge to assist with both the hands on and the behind-the-scenes aspects of Kofile's preservation projects. No operations professional in the U.S. has more experience coordinating projects with large-scale archival and public records collections.

Prejean served with root company LBS for 20 years. During his interim at LBS, he became an integral part of ongoing projects and eventually lead its production. He continually improved efficiency and quality, including the research and development of the patented Layflat Archival Polyester Pocket™ and Disaster Safe County Binder™. He was a lead in the development of several machines for improved throughput and efficiencies.

He continued his success at Kofile beginning in 2011—directing operations and logistics at the Dallas lab before overseeing production at all of Kofile's preservation labs and graduating to lead the Premium Services division.

PROFESSIONAL HISTORY

2011-Present

Kofile Technologies, Inc.

Vice President of Premium Services, 2 years

Director of National Operations, 2 years

- Oversee all production for Dallas, Carson City, Greensboro, and Essex facilities

Director of Operations/Logistics, 5 years

- Director of Operations/ Imaging (Dallas Facility)
- Director of Operations/Preservation (Dallas Facility)

1991-2011

Louisiana Binding Service, Inc. (LBS)

COO

- Oversee day-to-day tasks of projects and manage production departments
- Attention to detail assisted to lead LBS production and continually improve efficiency and quality

TECHNICAL TRAINING, & CERTIFICATIONS

Member, The American Institute for Conservation of Historic and Artistic Works (AIC)— 2008

EDUCATION

1994-1996 University of Louisiana, Lafayette, La.

1991-Present Apprenticeship under Scott G. Williams, Conservator and present AIC PA, Louisiana Binding Service, Inc.

RELEVANT EXPERIENCE

2009 Training Logic, Change Management.

2008 Karass, Effective Negotiating: Inside Your Organization.

RELEVANT EXPERIENCE

Dale Carnegie

2007, 12 week course, Dale Carnegie, 2.4 CECs

2005, The Leadership Advantage, 2.4 CECs

2007-2002 Manufacturing Extension Partnership of Louisiana (MEPOL)

Lean 101: Principles of Lean Manufacturing, 16 hours.

5S Training: Workplace Organization and Standardization, 8 hours.

Value Stream Mapping: Product Flow, 16 hours.

2007-2000 Award Machinery

Trained on punching and binding, 2000.

Trained on fully automated drilling machine, 2006.

Designed tooling for punching and bending of SS products, 2007.

Training for bending, troubleshooting, and safety on machinery, 2007.

2007 Fully Automated C and C Punch System

Trained on Automated Punching

Press, Troubleshooting and Safety.

1996-2005 Cullier Career Center and Employed/trained Jefferson Parish Public School System students. Graded workplace performance.

2004 *Harry Ransom Humanities Research Center, The University of Texas at Austin* Training by James G. Stroud for disbinding/encapsulation of 1700s Orleans Parish Pre-Law French/Spanish Documents.

2003 *Harry Ransom Humanities Research Center, The University of Texas at Austin* Training by James G. Stroud for deacidification of 1700s Orleans Parish Pre-Law French/Spanish Documents.

2003 *Preservation Technologies, Inc.* Training on non-aqueous deacidification by Robert Strauss.

1994 *Wei To and Associates, Inc.,* Trained on non-aqueous deacidification by Dr. Richard Smith.

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)

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.

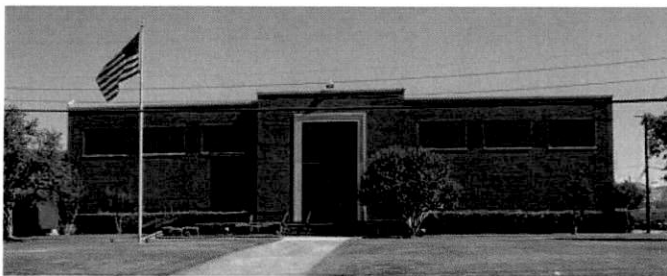
PRICING UNDERSTANDING

- Pricing is all inclusive of required services — including transport and delivery.
- A page is defined as one side of a sheet of paper. One sheet contains two pages. Each page is considered an image unless the page contains multiple record entries (e.g. Deed Record, Birth Certificate). In those instances, the documents are separated into separate images. Blank pages are not imaged, unless otherwise directed by the County Official. Amendments and attachments are charged as images.
- A sheet is considered oversized if the shortest sheet edge measures greater than 12".
- Pricing is based on a Good Faith Estimate of page and image 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.
- Images are formatted for the appropriate records management system, Odyssey by Tyler Technologies, Inc. However, the pricing herein does not include any associated load fees. These are the responsibility of the County.

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.

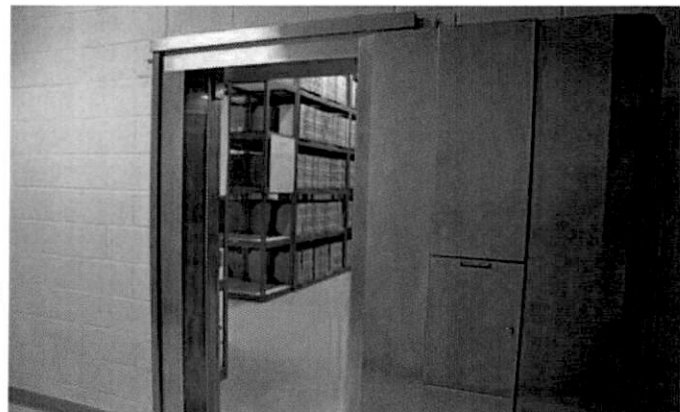
Vault interiors do not have cameras, but each vault has a camera at its door.

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.



'Media Vault.'

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

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

SERVICE DELIVERY

Kofile takes pride in being a prompt and efficient company. Kofile provides an 'off the shelf and on the shelf' service. The Kofile team is experienced working with public records. Records are picked up directly by dedicated Kofile personnel.

Kofile's personnel pack and/or palletize items for transportation, as well as inventory and receipt records at the time of pickup and delivery.



One of Kofile's privately operated vehicles.

Kofile differs from other vendors because it has invested in its own transport vehicles and do not have to rely on third-party transportation services. This capability enables Kofile to expedite projects that would otherwise lag due to dependence on third party freight limitations and costs. Kofile transport personnel maintain a Class B CDL with an air brake endorsement.

Webb County records can be transported in a secure Kofile vehicle. The cargo is transferred in a climate-controlled environment that is regulated to prescribed archival standards. The Kofile vehicle boasts a 4000 lb. lift gate, air suspension, and air brakes. This truck is also equipped with several extra security features, including back-up cameras and

an anti-lock braking system.

Documents are unloaded directly into the Kofile building through a dock. They are never left in a vulnerable location or accessible to unauthorized persons. A coordinated staff effort at all levels maintains security and chain of custody for the documents.

The project inventory can be addressed batches in which pickup and delivery are staggered.

- Kofile's largest vehicle can pick up a batch of 400 12" boxes or 500-700 volumes per trip. The quantity of records addressed are dependent of the storage space available in the transport vehicle.
- If the size of the collection is substantial, Kofile personnel can operate a rented 53' tractor trailer to transport up to 1,250 boxes in one trip.

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.

DELIVERY OF IMAGES

Final images are delivered via SFTP (or CD/DVD/thumb drive/external hard drive). Kofile recommends the use of a Secure File Transmission Process (SFTP). If the County will re-consider use of a SFTP, this is a point-to-point delivery. There is no cost to the County for this service. There are two methods to use SFTP:

- Kofile FTP into the County system and upload files (push)
- County FTP into the Kofile system and downloads files (pull)

Kofile partners with County resources to establish and test an SFTP connection. Kofile will document (whitelist) County provided IP address(es), assign a unique username and a secure password County-specific. Access is restricted to the data directory specifically created for the County/project. Kofile's FTP server is equipped with two independent internet connections for automatic failover and redundancy.

Kofile's FTP server only allows connections from explicitly defined source IP addresses. Kofile assigns each client unique credentials and access is restricted to the data directory specifically created for the project.

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. Both Kofile and the County will mutually agree to any reasonable changes to the timeline.

In the case of preservation projects, the work determines the schedule, response times, and completion date. Each job is individual and unique. Kofile can address the project materials at a high volume of materials. The condition of the record determines how quickly it moves through the imaging process. Usually, older records suffer from extreme deterioration and require more attention. As the collection is processed in controlled batches, and the age of the records decreases, production rate increases.

Kofile begins every project with an assessment of the records (either on-site or at Kofile's facility) to give an accurate portrayal of the scope of work required and the project budget. All initial quotes are estimates of page and image counts—and final billing occurs on actuals. Even counting each page by hand does not also give an exact count for pricing—one must factor in human error, attachments, and image splitting. However, Kofile pricing proposals are always close to the final billing.

Kofile works on projects in batches of work. The quantity of records addressed are dependent of the storage space available in the transport vehicle. Each batch will require approximately 20 to 22 weeks for services upon entering the work queue.

Preservation requires the standard approximately 20-22 weeks for turnaround. Creation of a binder, following approval of stamping, is a minimum of approximately eight (8) weeks in this period.

Batch pick-up and delivery can overlap, so that Kofile can deliver completed work each month. The quantity of records addressed are dependent of the storage space available in the transport vehicle.

SAMPLE PRESERVATION PROJECT TIMETABLE	
PROJECT PHASE	COMMENTS
COMMENCEMENT & KICK-OFF	A kick-off meeting with Kofile and the Webb County District Clerk's representatives to review the project scope, logistics, and introduce Project Managers for both Kofile and the County.
ASSESSMENT	The storage room and materials are assessed for mold contamination. Determination on presence of mold spores in entire collection or limited to specific rolls by third party mold remediation firm. Based on the mold testing, determination on how to address mold remediation is agreed upon with the County. Following any necessary mold remediation, the following standard imaging procedures commence.
TRANSPORT	<ul style="list-style-type: none"> ■ Items for transport are identified and correlated with a pre-arranged batch list. ■ At the County facility, Kofile personnel prepares files for transport. Preparation includes creation of a detailed inventory, removal from shelves, palletizing, and shrink wrapping pallets. ■ Records are transported to the Kofile facility.
ARRIVAL	Items are unpacked and inventoried against the previous inventory. Before any conservation treatments are undertaken, each item is evaluated. An Information log is generated for each item. Titles are verified, items are identified with job numbers, and a stamping sheet is produced. The stamping sheet is sent to the County for verification, if required.
PREP	Job instructions are written and distributed. Custom materials, such as binders, are ordered upon approval of stamping. Each stage of the conservation process is carefully documented according to accepted conservation practices. The treatment log always accompanies each item. Volumes are dismantled. Page/image order is checked against the log.
CLEANING & DEACIDIFICATION	Folio surface cleaning. Adhesives and repairs are removed. All treatments are lab-tested and industry approved. All solvents and adhesives are acid-free and easily reversible. Individual sheets are deacidified (or washed, as appropriate).
REPAIR/RESTORE	Mending with appropriate methods, such as the application of Japanese tissues.
IMAGING	Each image is compared to the physical page with human eye verification to ensure there are no missing pages, double feeds, and to account for "A" pages (added to the original). The image is converted into the correct format, naming, and digital file format.
BINDER ASSEMBLY/ STUFFING	<ul style="list-style-type: none"> ■ Binding may include rounding, backing, cover assembly, gold stamping and tooling, cutting of boards and leather, lining, and casing-in and pressing. ■ Pages are placed by hand into pockets.
QUALITY CONTROL	Collection undergoes final quality check. Treatment reports are finalized and returned with the collection.
RETURN	The collection is boxed and delivered to the County and re-shelved. Other project requirements are addressed as appropriate. Final images are delivered via SFTP (or CD/DVD/thumb drive/external hard drive).

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. 21

Preservation of Historical Case Files and Mold Remediation for Civil Docket Files for the Webb County District Clerk's Office

- 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 Firm (See Section 1.13)
- Proof of No Delinquent Tax Owed to Webb County



Signature of Person Completing this Package

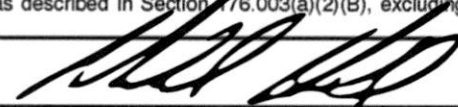
January 28, 2023

Date

REFERENCES FORM

Please see Pages 42-44 for the required References Form.

CONFLICT OF INTEREST QUESTIONNAIRE (FORM CIQ)

CONFLICT OF INTEREST QUESTIONNAIRE		FORM CIQ
For vendor doing business with local governmental entity		
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	OFFICE USE ONLY Date Received	
<p>1 Name of vendor who has a business relationship with local governmental entity.</p> <p style="margin-left: 40px;">Kofile Technologies, Inc.</p>		
<p>2 <input checked="" type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>		
<p>3 Name of local government officer about whom the information is being disclosed.</p> <p style="margin-left: 100px;">None</p> <p style="margin-left: 100px;">Name of Officer</p>		
<p>4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</p> <p style="margin-left: 40px;">A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="margin-left: 80px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p style="margin-left: 40px;">B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="margin-left: 80px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p>		
<p>5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</p>		
<p>6 <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</p>		
<p>7</p> <p style="margin-left: 40px;"></p> <p style="margin-left: 40px;">Signature of vendor doing business with the governmental entity</p>		<p style="margin-left: 40px;">January 28, 2023</p> <p style="margin-left: 40px;">Date</p>