

## CERTIFICATION REGARDING DEBARMENT (FORM H2048)

Texas Department of  
Agriculture

Form H2048  
January 2008

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

#### PART A.

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

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

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

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

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

Yes

No

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

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

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

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

Name of Contractor	Vendor ID No. or Social Security No.	Program No.
Kofile Technologies Inc.	26-4034328	RFP 2023-004

  
 \_\_\_\_\_  
 Signature of Authorized Representative

January 28, 2023  
 \_\_\_\_\_  
 Date

Michael Hill, Chief Revenue Officer  
 \_\_\_\_\_  
 Printed/Typed Name and Title of  
 Authorized Representative

**CERTIFICATE REGARDING FEDERAL LOBBYING (FORM 2049)**

Texas Department of  
Agriculture

Form H2049  
January 2008

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

**PART A. PREAMBLE**

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

**PART B. CERTIFICATION**

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

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

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

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

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

Yes

No

Name of Contractor/Potential Contractor	Vendor ID No. or Social Security No.	Program No.
Kofile Technologies, Inc.	26-4034328	RFP 2023-004

Name of Authorized Representative	Title
Michael Hill	Chief Revenue Officer

  
\_\_\_\_\_  
Signature – Authorized Representative

January 28, 2023

\_\_\_\_\_  
Date

CODE OF ETHICS AFFIDAVIT

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

STATE OF TEXAS \*

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF DALLAS \*

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

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

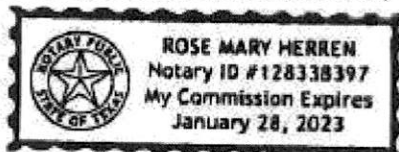
*I personally, and/or in my respective authority/capacity on behalf of my company/entity do hereby  
further acknowledge, agree and understand that as a participating vendor with Webb County,  
Texas on any active solicitation/proposal/qualification that I and/or my company/entity failure to  
comply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

Executed and dated this 28th day of January, 2023

  
Signature of Affiant

Michael Hill  
Printed Name of Affiant/Company/Entity

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



  
NOTARY PUBLIC, STATE OF TEXAS

HOUSE BILL 89 FORM

**Offeror: Complete & Return this Form with Response Submission.**

**House Bill 89 Verification**

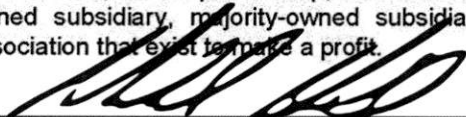
I, Michael Hill, the undersigned representative of (company or business name) Kofile Technologies, Inc. (heretofore referred to as company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company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

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

Pursuant to Section 2270.001, Texas Government Code:

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

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

  
\_\_\_\_\_  
Signature of Company Representative

January 28, 2023  
\_\_\_\_\_  
Date

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

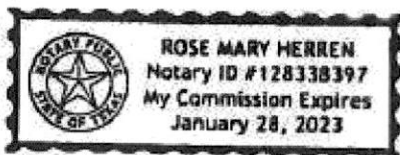
Michael Hill, the above named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

Notary Seal



\_\_\_\_\_  
Notary Signature

January 28, 2023  
\_\_\_\_\_  
Date



SENATE BILL 252 FORM

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

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

Michael Hill Name of Company Representative (Print)

 Signature of Company Representative

January 28, 2023 Date

SAM.GOV ENTITY REGISTRATION (SAM CLEARANCE)



**KOFILE TECHNOLOGIES, INC.**

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

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

**Business Information**

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

**Registration Dates**

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

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

CAGE <b>1G0L5</b>	Legal Business Name <b>KOFILE INC</b>
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**Highest Level Owner**

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

**Executive Compensation**

In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which this specific SAM record, represented by a DUNS number, belongs) receive both of the following: 1. 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements and 2. \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

**No**

Does the public have access to information about the compensation of the senior executives in your business or organization (the legal entity to which this specific SAM record, represented by a DUNS number, belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

**Not Selected**

**Proceedings Questions**

Is your business or organization, as represented by the DUNS Number on this entity registration, responding to a Federal procurement opportunity that contains the provision at FAR 52.209-7, subject to the clause in FAR 52.209-9 in a current Federal contract, or applying for a Federal grant opportunity which contains the award term and condition described in 2 C.F.R. 200 Appendix XII?

**No**

Does your business or organization, as represented by the DUNS number on this specific SAM record, have current active Federal contracts and/or grants with total value (including any exercised/unexercised options) greater than \$10,000,000?

**Not Selected**

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



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

Not Selected

**Exclusion Summary**

Active Exclusions Records?

No

**SAM Search Authorization**

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

Yes

**Entity Types**

**Business Types**

Entity Structure

Corporate Entity (Not Tax Exempt)

Entity Type

Business or Organization

Organization Factors

(blank)

Profit Structure

For Profit Organization

**Socio-Economic Types**

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

**Financial Information**

Accepts Credit Card Payments

Yes

Debt Subject To Offset

No

EFT Indicator

0000

CAGE Code

6PGU1

**Electronic Funds Transfer**

Account Type

Routing Number

Lock Box Number

Financial Institution

Account Number

**Automated Clearing House**

Phone (U.S.)

Email

Phone (non-U.S.)

Fax

**Remittance Address**

**Taxpayer Information**

EIN

\*\*\*\*4328

Type of Tax

Applicable Federal Tax

Taxpayer Name

Kofile Technologies Inc

Tax Year (Most Recent Tax Year)

2020

Name/Title of Individual Executing Consent

President

TIN Consent Date

Jan 20, 2022

Address

6300 Cedar Springs RD

Dallas, Texas 75235

**Points of Contact**

**Accounts Receivable POC**

✉

Pamela Schneider

pam.schneider@kofile.com

2146827849

**Electronic Business**

✉

Susanna Records

6300 Cedar Springs RD

Dallas, Texas 75235

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

preserve@kofile.com United States  
 3373756338

SUSANNA RECORDS 6300 Cedar Springs RD  
 SUSANNA.RECORDS@KOFILE.com Dallas, Texas 75235  
 3373756338 United States

**Government Business**

2  
 Susanna Records 6300 Cedar Springs RD  
 susanna.records@kofile.com Dallas, Texas 75235  
 3373756338 United States

SUSANNA RECORDS 6300 Cedar Springs RD  
 SUSANNA.RECORDS@KOFILE.com Dallas, Texas 75235  
 3373756338 United States

**Security Information**

Company Security Level Highest Level Employee Security Level  
 (blank) (blank)

**Service Classifications**

**NAICS Codes**

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

**Size Metrics**

**IGT Size Metrics**

Annual Revenue (from all IGTs)  
 (blank)

**Worldwide**

Annual Receipts (in accordance with 13 CFR 121) Number of Employees (in accordance with 13 CFR 121)  
 \$116,000,000.00 405

**Location**

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

**Industry-Specific**

Barrels Capacity Megawatt Hours Total Assets  
 (blank) (blank) (blank)

**Electronic Data Interchange (EDI) Information**

This entity did not enter the EDI information

**Disaster Response**

Yes, this entity appears in the disaster response registry.

Bonding Levels	Dollars
(blank)	(blank)

States Counties Metropolitan Statistical Areas

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

Any

(blank)

(blank)


PROOF OF NO DELINQUENT TAXES OWED TO WEBB COUNTY

PROOF OF NO DELINQUENT TAXES OWED TO WEBB COUNTY

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

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

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

Michael Hill   
Person who can attest to the above information

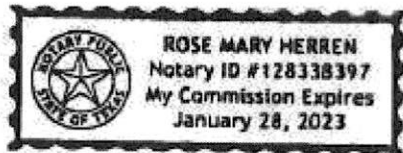
**\* SIGNED NOTORIZED DOCUMENT AND PROOF OF NO DELINQUENT TAXES TO WEBB COUNTY.**

The State of Texas  
County of Webb

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

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

Notary Public, State of Texas



Rose Mary Herren

(Print name of Notary Public here)

My commission expires the 28th day of January 2023

# APPENDIX II. SAMPLE CERTIFICATE OF INSURANCE

WEBB COUNTY DISTRICT CLERK, ICAD  
 REQUEST FOR PROPOSALS (RFP) RFP 2023-004  
 ARPA PROJECT NO. 21—PRESERVATION OF HISTORICAL  
 CASE FILES AND MOLD REMEDIATION OF CIVIL DOCKET FILES  
 FOR THE WEBB COUNTY DISTRICT CLERK'S OFFICE  
 DUE: TUESDAY, JANUARY 31, 2022, 10:00 A.M.

Page 1 of 2



## CERTIFICATE OF LIABILITY INSURANCE

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

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

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


<b>PRODUCER</b> Willis Towers Watson Northeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	<b>CONTACT NAME:</b> Willis Towers Watson Certificate Center <b>PHONE (A/C No. Ext):</b> 1-877-945-7378 <b>FAX (A/C No.):</b> 1-888-467-2378 <b>E-MAIL ADDRESS:</b> certificates@willis.com														
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: National Fire Insurance Company of Hartford</td> <td>20478</td> </tr> <tr> <td>INSURER B: Continental Insurance Company</td> <td>35289</td> </tr> <tr> <td>INSURER C: American Casualty Company of Reading Penns</td> <td>20427</td> </tr> <tr> <td>INSURER D: Endurance American Specialty Insurance Com</td> <td>41718</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: National Fire Insurance Company of Hartford	20478	INSURER B: Continental Insurance Company	35289	INSURER C: American Casualty Company of Reading Penns	20427	INSURER D: Endurance American Specialty Insurance Com	41718	INSURER E:		INSURER F:
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INSURER E:															
INSURER F:															
<b>INSURED</b> Kofile Group Holdings, L.P. 6300 Cedar Springs Road Dallas, TX 75235															

COVERAGES      CERTIFICATE NUMBER: W26906123      REVISION NUMBER:

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

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

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

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

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ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

SR ID: 23440853

BATCH: 2774704



AGENCY CUSTOMER ID: \_\_\_\_\_  
 LOC #: \_\_\_\_\_



**ADDITIONAL REMARKS SCHEDULE**

Page 2 of 2

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

**ADDITIONAL REMARKS**

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

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

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



# EXHIBIT B

## RICE PROPOSAL SHEET

### Summary of Page/Volume Breakdown

RECORDS SERIES TITLE	QTY.	APPROX. PAGES	FORMAT	LEVEL OF SERVICE	Proposal Price (\$)
Historical Case file	10 Boxes	30,790	Tri-Fold	PRV/IM	\$ 297,739.30
Docket Books	46 vols.	Page counts unavailable until mold addressed		Mold Remediation	\$ 16,100.00

**\*\*TOTAL PROPOSAL PRICE**  
 \$ 313,839.30

### Estimated Page Breakdown:

Box No.	Volume/Case/Date	Approximate Doc.	Approximate Pages	Sheet Size	Format	Condition	Level of Service
Box 25	11662-11736	63 cases	3,079	Legal	Tri-Fold	Poor	PRV/IM
Box 26	11738-11840	75 cases	3,079	Legal	Tri-Fold	Poor	PRV/IM
Box 27	11841-11915	64 cases	3,079	Legal	Tri-Fold	Poor	PRV/IM
Box 28	11916-12020	72 cases	3,079	Legal	Tri-Fold	Poor	PRV/IM
Box 29	12021-12131	90 cases	3,079	Legal	Tri-Fold	Poor	PRV/IM
Box 30	12132-12202	62 cases	3,079	Legal	Tri-Fold	Poor	PRV/IM
Box 31	12203-12271	46 cases	3,079	Legal	Tri-Fold	Poor	PRV/IM
Box 31A	12212-12234	23 cases	3,079	Legal	Tri-Fold	Poor	PRV/IM
Box 31B	12268-12721	10 cases	3,079	Legal	Tri-Fold	Poor	PRV/IM
Box 32	12272-12359	86 cases	3,079	Legal	Tri-Fold	Poor	PRV/IM

### Docket Books Requiring Mold Remediation

Record Type	Volume/Case/Date	Approx. Pages	Sheet Size	Form AT
Civil Docket	1912-1916	550-1200	Oversize	Loose Leaf
Civil Docket	1914-1919	550-1200	Oversize	Loose Leaf
Civil Docket 49th District Court	1946-1948	550-1200	Oversize	Loose Leaf
Civil Docket 11th District Court	1907-1930	550-1200	Oversize	Loose Leaf
Appearance Civil Docket	1871-1885	550-1200	Oversize	Loose Leaf
Civil Docket 11th District Court	1911-1937	550-1200	Oversize	Loose Leaf

## EXHIBIT B

vil Docket 11th District Court	1917-1933	550-1200	Oversize	Loose Leaf
vil Docket 49th District Court	1943-1946	550-1200	Oversize	Loose Leaf
vil Docket 49th District Court	1948-1951	550-1200	Oversize	Loose Leaf

Page 1 of 3

Record Type	Volume/Case/Date	Approx. Pages	Sheet Size	Form AT
vil Docket 11th District Court	1927-1940	550-1200	Oversize	Loose Leaf
vil Docket	1925-1931	550-1200	Oversize	Loose Leaf
vil Docket 11th District Court	1926-1951	550-1200	Oversize	Loose Leaf
vil Docket 11th District Court	1924-1937	550-1200	Oversize	Loose Leaf
vil Docket 49th District Court	1924-1940	550-1200	Oversize	Loose Leaf
vil Docket	1911-1929	550-1200	Oversize	Loose Leaf
vil Docket 11th DC	1930-1956	550-1200	Oversize	Loose Leaf
vil Docket 49th C	1923-1938	550-1200	Oversize	Loose Leaf
vil Docket	1922-1926	550-1200	Oversize	Loose Leaf
dges Civil ocket	1908-1911	550-1200	Oversize	Loose Leaf
dges Civil ocket	1911-1913	550-1200	Oversize	Loose Leaf
dges Civil ocket	1904-1907	550-1200	Oversize	Loose Leaf
vil Docket	1915-1927	550-1200	Oversize	Loose Leaf
vil Docket	1914-1924	550-1200	Oversize	Loose Leaf
vil Docket	1935-1946	550-1200	Oversize	Loose Leaf
vil Docket 49th C	1940-1943	550-1200	Oversize	Loose Leaf
vil Docket	1953-1956	550-1200	Oversize	Loose Leaf
vil Docket	1951-1953	550-1200	Oversize	Loose Leaf
iminal Docket	1931-1937	550-1200	Oversize	Loose Leaf
iminal Docket th DC	1937-1939	550-1200	Oversize	Loose Leaf



## EXHIBIT B

iminal Docket th DC	1930-1940	550-1200	Oversize	Loose Leaf
iminal Docket	1941-1950	550-1200	Oversize	Loose Leaf
iminal Docket	1926-1930	550-1200	Oversize	Loose Leaf
iminal Docket	1923-1927	550-1200	Oversize	Loose Leaf
iminal Docket th DC	1913-1930	550-1200	Oversize	Loose Leaf
iminal Docket	1871-1876	550-1200	Oversize	Loose Leaf
iminal Docket	1871-1882	550-1200	Oversize	Loose Leaf
iminal Docket	1912-1923	550-1200	Oversize	Loose Leaf
ix Suit Docket	1930-1938	550-1200	Oversize	Loose Leaf
ix Suit Docket	1913-1924	550-1200	Oversize	Loose Leaf
Record Type	Volume/Case/Date	Approx. Pages	Sheet Size	Form AT
ix Suit Docket	1913-1914	550-1200	Oversize	Loose Leaf
ix Suit Docket	1913-1941	550-1200	Oversize	Loose Leaf
ix Suit Docket	1920-1930	550-1200	Oversize	Loose Leaf
ix Suit Docket	1920-1925	550-1200	Oversize	Loose Leaf
ix Suit Docket	1925-1926	550-1200	Oversize	Loose Leaf
ix Suit Docket ounty/State elinquent	1916-1925	550-1200	Oversize	Loose Leaf
ix Suit Docket ate Delinquent	1916-1925	550-1200	Oversize	Loose Leaf

Page 2 of 3

TOTAL PRICE PROPOSAL IN WORDS:

three hundred thirteen thousand eight thirty nine dollars and thirty cents.

---

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

DDER: Kofile Technologies, Inc.

# EXHIBIT B

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

# EXHIBIT C

## KOFILE STANDARD TERMS AND CONDITIONS

### FOR GOODS AND SERVICES

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

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

#### **1. Scope and Timing of Services**

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

#### **2. Termination**

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

#### **3. Payment Terms**

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

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

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

# EXHIBIT C

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

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

## 4. Indemnification

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

## 5. Limitation of Liability

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

## 6. Confidentiality

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

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

# EXHIBIT C

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

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

## **7. Customer Property**

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

## **8. Service Warranty**

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

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

## **9. General**

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

# EXHIBIT C

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

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

Kofile Technologies, Inc.  
6300 Cedar Springs Road  
Dallas, Texas 75235  
Attention: Legal Department  
[Kofile@Legal.com](mailto:Kofile@Legal.com)

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

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

**EXHIBIT D**  
**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: January 31, 2023 at/or before 10 am (CT)**

Webb County is soliciting Requests for Proposals for the preservation of Historical Case files and mold remediation of Civil docket files to provide preservation that minimizes the chemical and physical deterioration of public records in order to prolong the existence and useful life of the original record. To include security copies, or any combination of conservation, treatment, stabilization, preventive care, and digitization. The scope of services for preservation includes 10 boxes of Historical case files and 46 volumes of Docket books that require mold remediation. This document outlines the requirements, selection process, and documentation necessary to submit a formal proposal in response to this RFP. **These items are being solicited to assist Webb County in completing and implementing programs and/or projects funded with its allocation of American Rescue Plan Act (ARPA) funds. This solicitation will comply with Texas Procurement Laws and with the Code of Federal Regulations §200.318 - §200.327 (General Procurement Standards). NOTE: All interested vendors must be registered in SAM.gov. The registration process will take 30-40minutes. After registering, the time to become active in SAM.gov takes 7-10 days. If submitting a proposal and you are not registered in SAM.gov, please register ASAP so that your active registration can be submitted with your proposal.**

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

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

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

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



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

**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**

\_\_\_\_\_  
**Date**



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## **Section 1. Introduction to Offerors**

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

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

### **1.1 Offeror Instructions**

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

### **1.2 Governing Law**

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

### **1.3 Ambiguity, Conflict, or other errors in the RFP**

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

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

### **1.4 Notification of Most Current Address**

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

### **1.5 PROPOSAL Preparation Cost**

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

### **1.6 Signature of Respondent**

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

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

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

#### **1.7 Economy of Presentation**

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

#### **1.8 Offeror Obligation**

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

#### **1.9 Intentionally Left Blank**

#### **1.10 Governing Terms**

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

#### **1.11 Implied Requirements**

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

#### **1.12 Compliance with RFP Specifications**

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

#### **1.13 Offeror Registration: SAM (System for Award Management)**

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

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

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

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

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

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

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

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

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

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

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

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

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

FORM 1295, Completion Instructions, and Login Instructions are available via the Texas Ethics Commission Website at: [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

**1.15 Acceptance of Sealed Hard Copy PROPOSAL**

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

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

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

**1.16 Evaluation**

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

**1.17 Withdrawal of Proposal**

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

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

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

**1.19 Award**

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

**1.20 Ownership of Proposal**

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

**1.21 Disqualification of Respondent**

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

**1.22 Contractual Development**

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

**1.23 Intentionally left Blank**

**1.24 Contract Obligation**

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

**1.25 Termination**

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

**1.26 Inspections**

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

**1.27 Testing**

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

**1.28 Intentionally left Blank**

**1.29 Taxes**

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

**1.30 Non-Discrimination**

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

**1.31 Intentionally left blank**

**1.32 Intentionally left blank**

**1.33 Acknowledgment of Insurance Requirements**

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

**1.34 Insurance**

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

Personal/Advertising liability

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

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

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

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

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

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

**1.35 Intentionally left blank**

**1.36 Intentionally left Blank**

**1.37 Special Accommodations**

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

Mr. Juan Guerrero, Contract Administrator at (956) 523-4149 or email at [juaguerrero@webbcountytx.gov](mailto:juaguerrero@webbcountytx.gov)



### 1.38 Webb County Purchasing Code of Ethics Policy

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

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

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

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

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

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

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

### 1.40 Questions

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

**1.41 RFP Schedule of Events**

Activity	Time	Date	Responsible Party
Public Notice/Newspaper	n/a	Dec. 21 <sup>st</sup> , Dec. 28 <sup>th</sup>	County Purchasing Office
Posted RFP on Website	n/a	Dec. 19 <sup>th</sup> - Until awarded	County Purchasing Office
Pre-Proposal Meeting	3 pm	Jan. 11 <sup>th</sup>	County Purchasing Office
Questions Due to County	No later than 5pm	Jan. 12 <sup>th</sup>	Respondent
Posting of Answers	No later than 5pm	Jan. 13 <sup>th</sup>	County Purchasing Office
Sealed Proposals Due	10 am (CT)	Jan. 31 <sup>st</sup>	Respondent
Evaluation of Proposals	TBD	Feb. 1 <sup>st</sup> – Feb. 6 <sup>th</sup>	Scoring Committee
Award of Contract	TBD	TBD	Governing Body
Finalization of Contract	TBD	TBD	Governing Body

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

***A pre-proposal meeting has been scheduled for Wednesday January 11, 2023 at 3 pm at the following location:***

***Webb County District Clerk’s Office  
1110 Victoria St. Ste. 203  
Laredo, TX 78040***

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) Procure or obtain;

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

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

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

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

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

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

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

(d) See also § 200.471.

(l) § 200.322 Domestic preferences for procurements.

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

(b) For purposes of this section:

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

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

### **3. Response Format**

#### **3.1 Introduction**

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

#### **3.2 Statement of Qualification Contents Requirements**

Each PROPOSAL must be organized in the manner described below.

- a. Transmittal Letter
- b. Executive Summary
- c. Table of Contents
- d. Preservation of Public Records and Mold Remediation Experience
- e. Personnel Qualifications
- f. Price Proposal
- g. References and Projects
- h. Other information that may be helpful in the evaluation

#### **4. Background**

The office of District Clerk has been included in every Texas constitution since the Republic was formed. The duties of the office have, however, grown more complex and varied. The District Clerk provides support staff for the District Courts and the County Courts at Law and works with the Judges to obtain timely disposition of all court cases. She is the registrar, recorder, and custodian of all court pleadings, instruments, and papers that are part of any cause of action in civil or criminal district court.

The office indexes and secures all court records and accounts for all monies paid as deposits on civil cases awaiting disposition and all funds awarded minors in court actions that are paid into the court registry. The role of the District Clerk in supporting the court system is essential to its smooth operation and, as an officer of the court, the District Clerk is authorized to issue a variety of processes - the most common being the *capias*, or warrant. Aside from providing clerical support, both in and out of the courtroom, the District Clerk has the responsibility of overseeing the accounting and disbursement of all

child support payments for cases heard in Webb County. This amounts to approximately 10,000 cases and over \$8 million dollars yearly.

The District Clerk is responsible for gathering data and reporting to several local agencies including the County Auditor, County Treasurer, Voter Registration, Department of Public Safety, Attorney General, Supreme Court of Texas, and the Office of Court Administration, among others. The District Clerk also acts as the officer in charge of jury selection to determine the number of potential jurors required to begin a trial. Being responsible for every stage of the jury duty process, the District Clerk sends summons to jurors, processes them on trial day, and acts as a liaison between the jurors and their employers.

It is the goal of the District Clerk and Commissioners Court to return all public documents back to their original state and preserve them, provide the necessary storage for long term and permanent retention, to convert all local government records to a digital document and preserve the integrity and contents of those public records.

## 5. **Scope of Services**

Webb County is seeking formal proposals for the preservation of Historical Case files and mold remediation of Civil docket files to provide preservation that minimizes the chemical and physical deterioration of public records in order to prolong the existence and useful life of the original record. To include security copies, or any combination of conservation, treatment, stabilization, preventive care, and digitization. The scope of services for preservation includes 10 boxes of Historical case files and 46 volumes of Docket books that require mold remediation.

Services requested but not limited to:

### **(PRV) Preservation (Conserve, Treat, Deacidify, Encapsulate, Rebind, & Archival Storage Solution)**

- Surface clean sheets to remove materials and deposits—including dust, soot, airborne particulate, sediment from water damage, mold/mildew residue, active micro-organic growth, insect detritus, or biological or mineral contaminants.
- Remove non-archival repairs or fasteners, such as residual glues, *to the furthest extent possible without causing damage to paper and inks.*
- Mend tears with acid-free and reversible materials, such as Japanese tissue or archival acrylic based and reversible heat set tissue or similar treatment.
- Deacidify sheets after careful testing with magnesium oxide to neutralize acidic inks and paper by providing an alkaline reserve. Random testing ensures an 8.5 pH with a deviation of no more than  $\pm .5$ , or similar treatment.
- Encapsulate each sheet to protect records, detail process used by Offeror.

### **(IM) Archival Imaging (Image Capture, Clean Up, & Zonal Enhancements)**

- Capture images at a minimum of 300 dpi at 256 gray levels, thus ensuring the highest quality for documents with poor contrast and illegibility, or similar process.
- Book Images should be named (tagged for the directory file structure) by Book, Volume, and Page.
- Case images should be grouped together and named by case number
- Format digital images to import to County's Tyler Technologies, Inc. records management system.
- Images should be certified, checked for quality control.
- Webb County should be provided with a master copy in a format suitable to project size (e.g., ftp, hard drive, thumb drive, CD, DVD).

**Mold Remediation**

- Contamination resulting from toxic micro-organics requires treatment in an isolation booth. Fragile materials should be vacuumed through a fine, mesh-screen overlay. Remediation such as freeze drying, desiccant drying, ozone treatment, may also be necessary. Offeror must provide details on process being proposed.
- Offeror should provide County evaluation of moldy books after initial mold remediation treatment to see if further treatment options are necessary.

**Summary of Page/Volume Breakdown**

RECORDS SERIES TITLE	QTY.	APPROX. PAGES	FORMAT	LEVEL OF SERVICE
Historical Case File	10 Boxes	30,790	Tri-Fold	PRV/IM
Docket Books	46 vols.	<i>Page counts unavailable until mold addressed</i>		Mold Remediation

**Estimated Page Breakdown:**

Box No.	Volume/Case/Date	Approximate Doc.	Approximate Pages	Sheet Size	Format	Condition	Level of Service
Box 25	11662-11736	63 cases	3,079	Legal	Tri-Fold	Poor	PRV/IM
Box 26	11738-11840	75 cases	3,079	Legal	Tri-Fold	Poor	PRV/IM
Box 27	11841-11915	64 cases	3,079	Legal	Tri-Fold	Poor	PRV/IM
Box 28	11916-12020	72 cases	3,079	Legal	Tri-Fold	Poor	PRV/IM
Box 29	12021-12131	90 cases	3,079	Legal	Tri-Fold	Poor	PRV/IM
Box 30	12132-12202	62 cases	3,079	Legal	Tri-Fold	Poor	PRV/IM
Box 31	12203-12271	46 cases	3,079	Legal	Tri-Fold	Poor	PRV/IM
Box 31A	12212-12234	23 cases	3,079	Legal	Tri-Fold	Poor	PRV/IM
Box 31B	12268-12721	10 cases	3,079	Legal	Tri-Fold	Poor	PRV/IM
Box 32	12272-12359	86 cases	3,079	Legal	Tri-Fold	Poor	PRV/IM

**Docket Books Requiring Mold Remediation**

Record Type	Volume/Case/Date	Approx. Pages	Sheet Size	Form AT
Civil Docket	1912-1916	550-1200	Oversize	Loose Leaf



Civil Docket	1914-1919	550-1200	Oversize	Loose Leaf
Civil Docket 49th District Court	1946-1948	550-1200	Oversize	Loose Leaf
Civil Docket 111th District Court	1907-1930	550-1200	Oversize	Loose Leaf
Appearance Civil Docket	1871-1885	550-1200	Oversize	Loose Leaf
Civil Docket 111th District Court	1911-1937	550-1200	Oversize	Loose Leaf
Civil Docket 111th District Court	1917-1933	550-1200	Oversize	Loose Leaf
Civil Docket 49th District Court	1943-1946	550-1200	Oversize	Loose Leaf
Civil Docket 49th District Court	1948-1951	550-1200	Oversize	Loose Leaf
Civil Docket 111th District Court	1927-1940	550-1200	Oversize	Loose Leaf
Civil Docket	1925-1931	550-1200	Oversize	Loose Leaf
Civil Docket 111th District Court	1926-1951	550-1200	Oversize	Loose Leaf
Civil Docket 111th District Court	1924-1937	550-1200	Oversize	Loose Leaf
Civil Docket 49th District Court	1924-1940	550-1200	Oversize	Loose Leaf

Civil Docket	1911-1929	550-1200	Oversize	Loose Leaf
Civil Docket 111th DC	1930-1956	550-1200	Oversize	Loose Leaf
Civil Docket 49th DC	1923-1938	550-1200	Oversize	Loose Leaf
Civil Docket	1922-1926	550-1200	Oversize	Loose Leaf
Judges Civil Docket	1908-1911	550-1200	Oversize	Loose Leaf
Judges Civil Docket	1911-1913	550-1200	Oversize	Loose Leaf
Judges Civil Docket	1904-1907	550-1200	Oversize	Loose Leaf
Civil Docket	1915-1927	550-1200	Oversize	Loose Leaf
Civil Docket	1914-1924	550-1200	Oversize	Loose Leaf
Civil Docket	1935-1946	550-1200	Oversize	Loose Leaf
Civil Docket 49th DC	1940-1943	550-1200	Oversize	Loose Leaf
Civil Docket	1953-1956	550-1200	Oversize	Loose Leaf

Civil Docket	1951-1953	550-1200	Oversize	Loose Leaf
Criminal Docket	1931-1937	550-1200	Oversize	Loose Leaf
Criminal Docket 49th DC	1937-1939	550-1200	Oversize	Loose Leaf
Criminal Docket 49th DC	1930-1940	550-1200	Oversize	Loose Leaf
Criminal Docket	1941-1950	550-1200	Oversize	Loose Leaf
Criminal Docket	1926-1930	550-1200	Oversize	Loose Leaf
Criminal Docket	1923-1927	550-1200	Oversize	Loose Leaf

Criminal Docket 49th DC	1913-1930	550-1200	Oversize	Loose Leaf
Criminal Docket	1871-1876	550-1200	Oversize	Loose Leaf
Criminal Docket	1871-1882	550-1200	Oversize	Loose Leaf
Criminal Docket	1912-1923	550-1200	Oversize	Loose Leaf
Tax Suit Docket	1930-1938	550-1200	Oversize	Loose Leaf
Tax Suit Docket	1913-1924	550-1200	Oversize	Loose Leaf
Tax Suit Docket	1913-1914	550-1200	Oversize	Loose Leaf
Tax Suit Docket	1913-1941	550-1200	Oversize	Loose Leaf
Tax Suit Docket	1920-1930	550-1200	Oversize	Loose Leaf
Tax Suit Docket	1920-1925	550-1200	Oversize	Loose Leaf
Tax Suit Docket	1925-1926	550-1200	Oversize	Loose Leaf
Tax Suit Docket County/State Delinquent	1916-1925	550-1200	Oversize	Loose Leaf
Tax Suit Docket State Delinquent	1916-1925	550-1200	Oversize	Loose Leaf

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

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

## **6. Conflict of Interest**

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

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

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

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

### **6.1 Confidential/Proprietary Information**

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

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

### **6.2 Intentionally left Blank**

### **6.3 Intentionally left Blank**

## **7. PROPOSAL Evaluation and Selection Process**

### **7.1 Introduction**

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

### **7.2 PROPOSAL Evaluation Committee**

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

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

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

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

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

### **7.3 Evaluation Criteria and Selection**

#### **a. Experience with Preservation of Historical records and Mold Remediation /related services**

**30 points**

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

Offerors must provide the following identifying information:

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

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

**b. Personnel Qualifications – 30 points**

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

**c. Estimated Project Cost – 25 points**

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

**d. References and Projects – 15 points**

- 4) List at minimum five (5) prior clients where your Company has provided preservation of public records and mold remediation and other related services for public entities similar in size and scope **(If including Webb County, provide six (6) projects in total, if applicable).**
- 5) Provide Name of Client, address, Client direct contact person name and title, his/her email address and direct phone number. This contact person must have direct knowledge of your firm's services / performance. Include name of each project and project budget and date completed.

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

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

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

## EXHIBIT E

### Commissioners Court Meeting

Meeting Date: 02/13/2023

Award RFP 2023-004 ARPA Project No. 21 Preservation of Historical Case Files for District Clerk's Office

Submitted for: Joe Lopez

Submitted By: Joe Lopez

Department: Purchasing

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#### Subject:

Discussion and possible action to award Request for Proposal (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" to the sole respondent Kofile Technologies, Inc., in accordance with Texas Procurement Laws and with the Code of Federal Regulations §200.318 - §200.327 (General Procurement Standards) and to further authorize General Counsel to negotiate the terms and conditions of the agreement and any other matters incident thereto. **[ARPA funds]**

**Issue:** Webb County Commissioners Court approved this project to be funded under the American Rescue Plan Act. Only one proposal was submitted in response to the RFP solicitation.

**Solution:** Award RFP to sole proposer, Kofile Technologies, Inc., this company has been contracted in the past by Webb County and has extensive experience working with government entities in the preservation of records and related services.

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

#### Background:

N/A

#### Previous Court Action:

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#### Fiscal Impact

Budget Account Number: TBD

Funding Source: ARPA

Balance: TBD

Financial Impact:

ARPA approved project

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#### Attachments

Kofile Technologies Inc.

Kofile Email

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