

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**EXTENSION OF AGREEMENT FOR
DOCUMENTATION PRESERVATION SERVICES
RFP 05-002**

THIS EXTENSION is entered into by and between Fort Bend County, (hereinafter "County"), a body corporate and politic under the laws of the State of Texas, and Kofile Preservation, Inc., (hereinafter "Contractor"), a company authorized to conduct business in the State of Texas.

THAT, WHEREAS, the parties executed and accepted that certain Agreement for Document Preservation Services on December 12, 2011, (hereinafter the "Agreement"), attached hereto as Exhibit "A" and incorporated by reference; and

WHEREAS, the parties desire to extend the Agreement for an additional one (1) year term.

NOW, THEREFORE, County and Contractor do mutually agree as follows:

1. **Time for Performance.** It is understood and agreed that the time for performance of the Scope of Services under the Agreement shall be extended for an additional one (1) year term through September 30, 2013.
2. **Limit of Appropriation.** Contractor clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of fifty-five thousand dollars and no/100 (\$55,000), specifically allocated to fully discharge any and all liabilities County may incur under this Extension. Contractor does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Contractor may become entitled to and the total maximum sum that County may become liable to pay to Contractor shall not under any conditions, circumstances, or interpretations thereof exceed fifty-five thousand dollars and no/100 (\$55,000).

Except at provided herein, all terms and conditions of the Agreement shall remain unchanged.

FORT BEND COUNTY

Grady Prestage

Grady Prestage, Commissioner, Precinct 2
Presiding Officer of Commissioners Court November 13, 2012

ATTEST:

Dianne Wilson

Dianne Wilson, County Clerk

KOFILE PRESERVATION, INC.

Jerry C. Cobb

Authorized Agent- Signature

JERRY C. COBB

Authorized Agent- Printed Name

11-9-12

Date

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$ 55,000.00 are available to pay the obligation of Fort Bend County within the foregoing Agreement.

Robert Ed Sturdivant

Robert Ed Sturdivant, County Auditor

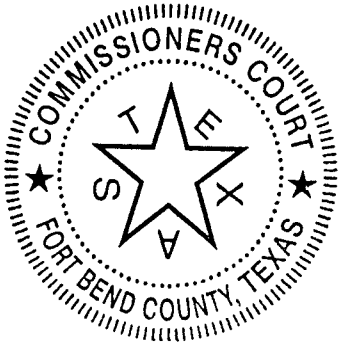


EXHIBIT A

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

AGREEMENT FOR DOCUMENT PRESERVATION SERVICES

THIS AGREEMENT is made and entered into by and between Fort Bend County, (hereinafter "County"), a body corporate and politic under the laws of the State of Texas, and Kofile Preservation, Inc., (hereinafter "Contractor"), a company authorized to conduct business in the State of Texas.

WITNESSETH

WHEREAS, County desires that Contractor provide document preservation services (hereinafter "Services") pursuant to RFP 05-002; and

WHEREAS, Contractor represents that it is qualified and desires to perform such services.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

AGREEMENT

Article I. Scope of Services

Contractor shall render Services to County as defined in the Scope of Services (attached hereto as Exhibit A).

Article II. Personnel

2.1 Contractor represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for the timely performance of the Scope of Services required under this Agreement and that Contractor shall furnish and maintain, at its own expense, adequate and sufficient personnel, in the opinion of County, to perform the Scope of Services when and as required and without delays.

2.2 All employees of Contractor shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Contractor who, in the opinion of County, is incompetent or by his conduct becomes detrimental to the project shall, upon request of County, immediately be removed from association with the project.

Article III. Compensation and Payment

3.1 Contractor's fees shall be calculated at the rates set forth in the attached Exhibit A. The Maximum Compensation for the performance of Services within the Scope of Services described in Exhibit A is seventy-five thousand dollars and no/100 (\$75,000). In no case shall the amount paid under this Agreement exceed the Maximum Compensation without an approved change order.

3.2 All performance of the Scope of Services including any changes in the Scope of Services and revision of work satisfactorily performed will be performed only when approved in advance and authorized by County. Payment will be made in accordance with those payment procedures set forth in Section 3.3 below.

3.3 It is understood and agreed that payments will be made to Contractor by County based on the following procedures: Upon completion of the tasks identified in the Scope of Services, Contractor shall submit to County two (2) original copies of invoices showing the amounts due for services performed in a form acceptable to County. County shall review such invoices and approve them within 30 calendar days with such modifications as are consistent with this Agreement and forward same to the Auditor for processing. County shall pay each such approved invoice within thirty (30) calendar days. County reserves the right to withhold payment pending verification of satisfactory work performed.

Article IV. Limit of Appropriation

4.1 Prior to execution of this Agreement, Contractor has been advised by County, and Contractor clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of seventy-five thousand dollars and no/100 (\$75,000), specifically allocated to fully discharge any and all liabilities which may be incurred by County.

4.2 Contractor does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Contractor may become entitled to hereunder and the total maximum sum that County shall become liable to pay to Contractor hereunder shall not under any conditions, circumstances, or interpretations thereof exceed seventy-five thousand dollars and no/100 (\$75,000).

Article V. Time of Performance

It is understood and agreed that the time for performance of the Scope of Services under this Agreement shall begin with receipt of the Notice to Proceed and end no later than September 30, 2012. Tasks described in the Scope of Services shall be completed within this time or within such additional time as may be extended by the County.

Article VI. Modifications

Any modifications to this Agreement must be in writing and must be signed by both parties.

Article VII. Termination

7.1 Termination for Convenience

7.1.1 County may terminate this Agreement at any time upon thirty (30) days written notice.

7.2 Termination for Default

7.2.1 County may terminate the whole or any part of this Agreement for cause in the following circumstances:

7.2.1.1 If Contractor fails to perform services within the time specified in the Scope of Services or any extension thereof granted by the County in writing;

7.2.1.2 If Contractor materially breaches any of the covenants or terms and conditions set forth in this Agreement or fails to perform any of the other provisions of this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in any of these circumstances does not cure such breach or failure to County's reasonable satisfaction within a period of ten (10) calendar days after receipt of notice from County specifying such breach or failure.

7.2.2 If, after termination, it is determined for any reason whatsoever that Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the County in accordance with Section 7.1 above.

7.3 Upon termination of this Agreement, County shall compensate Contractor in accordance with Section 3, above, for those services which were provided under this Agreement prior to its termination and which have not been previously invoiced to County. Contractor's final invoice for said services will be presented to and paid by County in the same manner set forth in Section 3 above.

7.4 If County terminates this Agreement as provided in this Section, no fees of any type, other than fees due and payable at the Termination Date, shall thereafter be paid to Contractor.

Article VIII. Ownership and Reuse of Documents

All documents, data, reports, research, graphic presentation materials, etc., developed by Contractor as a part of its work under this Agreement, shall become the property of County

upon completion of this Agreement, or in the event of termination or cancellation thereof, at the time of payment under Section 3 for work performed. All such data and material shall be promptly furnished to County on request.

Article IX. Inspection of Books and Records

Contractor will permit County, or any duly authorized agent of County, to inspect and examine the books and records of Contractor for the purpose of verifying the amount of work performed under the Scope of Services. County's right to inspect survives the termination of this Agreement for a period of four years.

Article X. Insurance

10.1 Prior to commencement of the Services, Contractor shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to County. Contractor shall provide certified copies of insurance endorsements and/or policies if requested by County. Contractor shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Contractor shall obtain such insurance written on an Occurrence form from such companies having Bests rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

10.1.1 Workers' Compensation insurance in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed. Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.

10.1.2 Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.

10.1.3 Business Automobile Liability insurance with a combined Bodily Injury/Property Damage limit of not less than \$1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.

10.1.4 Professional Liability insurance with limits not less than \$1,000,000.

10.2 County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation. All Liability policies including Workers' Compensation written on behalf of Contractor shall contain a waiver of subrogation in favor of County and members of Commissioners Court.

10.3 If required coverage is written on a claims-made basis, Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time that work under the Agreement is completed.

Article XI. Indemnity

CONTRACTOR SHALL SAVE HARMLESS COUNTY FROM AND AGAINST ALL CLAIMS, LIABILITY, AND EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, ARISING FROM ACTIVITIES OF CONTRACTOR, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF CONTRACTOR OR ANY OF CONTRACTOR'S AGENTS, SERVANTS OR EMPLOYEES.

Article XII. Confidential and Proprietary Information

12.1 Contractor acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire information that is confidential to County. Any and all information of any form obtained by Contractor or its employees or agents in the performance of this Agreement shall be deemed to be confidential information of County ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated with respect to confidentiality in the same manner as the Confidential Information. Confidential Information shall be deemed not to include information that (a) is or becomes (other than by disclosure by Contractor) publicly known or is contained in a publicly available document; (b) is furnished by County to others without restrictions similar to those imposed by this Agreement; (c) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; or (d) is independently developed by employees or agents of Contractor who can be shown to have had no access to the Confidential Information.

12.2 Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of Services to County hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use its best efforts to assist County in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, Contractor shall advise County immediately in the event Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and Contractor will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or Contractor against any such person. Contractor agrees that, except as directed by County, Contractor will not at any

time during or after the term of this Agreement disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of this Agreement or at County's request, Contractor will turn over to County all documents, papers, and other matter in Contractor's possession which embody Confidential Information.

12.3 Contractor acknowledges that a breach of this Section, including disclosure of any Confidential Information, or disclosure of other information that, at law or in equity, ought to remain confidential, will give rise to irreparable injury to County that is inadequately compensable in damages. Accordingly, County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interest of County and are reasonable in scope and content.

12.4 Contractor in providing all services hereunder agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.

Article XIII. Independent Contractor

13.1 In the performance of work or services hereunder, Contractor shall be deemed an independent contractor, and any of its agents, employees, officers, or volunteers performing work required hereunder shall be deemed solely as employees of contractor or, where permitted, of its subcontractors.

13.2 Contractor and its agents, employees, officers, or volunteers shall not, by performing work pursuant to this Agreement, be deemed to be employees, agents, or servants of County and shall not be entitled to any of the privileges or benefits of County employment.

Article XIV. Contract Administration

14.1 All written notices, demands, and other papers or documents to be delivered to County under this Agreement shall be delivered to the Fort Bend County Clerk's Office, 301 Jackson Street, Richmond, Texas 77469, or at such other place or places as it may from time to time designate by written notice delivered to Contractor. For purposes of notice under this Agreement, a copy of any notice or communication hereunder shall also be forwarded to the following address: Fort Bend County, 301 Jackson Street, Suite 719, Richmond, Texas 77469, Attention: County Judge.

14.2 All written notices, demands, and other papers or documents to be delivered to Contractor under this Agreement shall be delivered to Kofile Preservation, Inc., 6300 Cedar Springs Road, Dallas, Texas 75235, or such other place or places as Contractor may designate by written notice delivered to County.

Article XV. Compliance with Laws

Contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required, Contractor shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

Article XVI. Performance Warranty

16.1 Contractor warrants to County that Contractor has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession practicing in the greater Houston metropolitan area and Contractor will apply that skill and knowledge with care and diligence to ensure that the Services provided hereunder will be performed and delivered in accordance with the highest professional standards.

16.2 Contractor warrants to County that the Services will be free from material errors and will materially conform to all requirements and specifications contained in the attached Exhibit A.

Article XVII. Assignment

Neither party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other party.

Article XVIII. Applicable Law

This Agreement shall be construed under and in accordance with the laws of the State of Texas. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all disputes arising hereunder and waive the right to sue or be sued elsewhere.

Article XIX. Successors and Assigns

County and Contractor bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of the other party, in respect to all covenants of this Agreement.

Article XX. Publicity

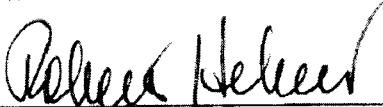
Contact with citizens of Fort Bend County, media outlets, or governmental agencies shall be the sole responsibility of County. Under no circumstances whatsoever, shall Contractor release any material or information developed or received in the performance of the Services hereunder without the express written permission of County, except where required to do so by law.

Article XXI. Conflict

In the event there is a conflict between this Agreement and the attached exhibit, this Agreement shall control.

IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the 12 day of December, 2011.

FORT BEND COUNTY



Robert E. Hebert, County Judge
12-13-2011

KOFILE PRESERVATION, INC.



Authorized Agent- Signature

Scott G. Williams

Authorized Agent- Printed Name

President

Title

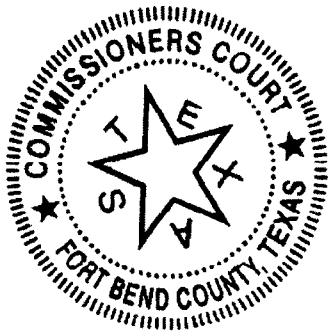
12/12/11

Date

ATTEST:

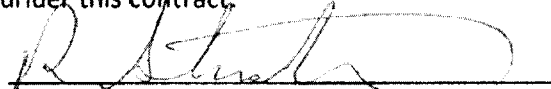


Dianne Wilson, County Clerk



AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 75,000 to accomplish and pay the obligation of Fort Bend County under this contract.



Robert Edward Sturdivant, County Auditor

EXHIBIT A

Honorable Dianne Wilson
FORT BEND COUNTY CLERK
301 Jackson
Richmond, Texas 77469
P: 281.341.8667

fort bend county clerk
STATEMENT OF WORK

OCTOBER 2011

KOFILE PRESERVATION, INC.
Document Preservation Specialists
6300 Cedar Springs Road
Dallas, Texas 75235
P: 214.351.4800 F: 214.442.6669

submitted by: Scott Williams



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fort bend county clerk
—RICHMOND, TEXAS
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OCTOBER 2011

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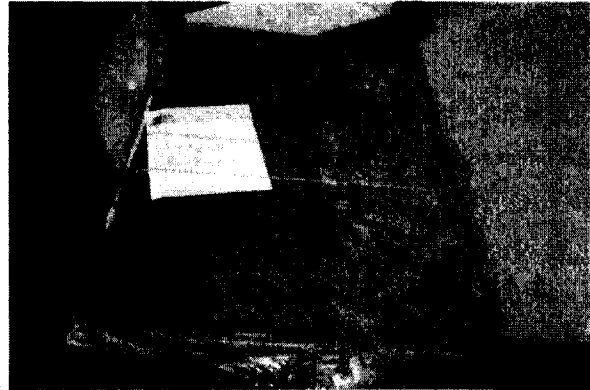


PROJECT UNDERSTANDING

fort bend county clerk
—RICHMOND, TEXAS
STATEMENT OF WORK
OCTOBER 2011

Records document and verify—their survival is essential to protecting life, liberty, and property. Records custodians are faced with an insurmountable task—the responsibility to ensure the physical protection of collections as well as to maintain access to the vital permanent data represented.

Many factors threaten the permanence of our nation's historical legacy. Records made of organic materials such as paper, cloth, leather, paste, and glue are hygroscopic (readily absorbing and releasing moisture). Unmonitored environmental conditions greatly compromise the life span of a historical record. As public documents, historical papers are revisited for property and genealogy searches. Even if the records are in a fragile state and extremely brittle and lacking digitized security copies, public access is a necessity.



Records continue to deteriorate as handling damages bindings and pages, acidic inks, such as the predominant Iron Gall ink, “eat through” paper, and improper storage methods do their worst. Even the historical wood pulp paper-making process introduces bleaching agents or acidic-sizing agents to achieve brightness. Now, years and decades later, the bright white is replaced by acidic dull yellows. These properties encase the handwritten and typed data in an acidic ticking bomb.



KOFILE Preservation is the answer for Fort Bend County Clerk. We are confident that we provide the best services available. KOFILE Preservation is the result of a merger of two industry leaders—Louisiana Binding Service, Inc. and Brown's River Marotti Company. We may be moving forward with a new name, but familiar faces remain, still providing the best possible preservation services.

With this merger, we have the most highly trained staff available with any vendor. We still pride ourselves on our workmanship and knowledge of preservation science. Keeping abreast of new technologies and discoveries in the fields of paper chemistry and preservation science is an ongoing endeavor at KOFILE Preservation.

As our references document, KOFIE Preservation establishes enduring professional relationships with customers. We remain loyal to each project. We pride ourselves on excellent customer service and continued devotion to serving the public good.

All work performed at KOFIE Preservation is held to the highest possible standard of workmanship and quality. This project's final product will be one that both Fort Bend County Clerk and KOFIE Preservation will be proud to reference.

If we can provide additional information, or if you have any questions on this Statement of Work, please contact Scott Williams, Conservator, at 1-214-351-4800 or via email at swilliams@louisianabindingservice.com.

Sincerely,



Scott G. Williams

President

KOFIE Preservation, Inc.



PROJECT INVENTORY

fort bend county clerk
—RICHMOND, TEXAS
STATEMENT OF WORK
OCTOBER 2011

PROJECT INVENTORY					
RECORDS SERIES TITLE	DESIGNATION	AVERAGE SHEET COUNT	YEAR	SHEET SIZE	FORMAT
PROBATE CASE FILE	Instrument No. 1434— 1836	25/Instrument	Unk.	14 1/2" x 8 1/2"	Manuscript

Full Preservation Service is recommended for these records. The summary table below includes an overview of the services provided at this level. For specifications, including service delivery, please see Tab 3: *Scope of Work*.

RETENTION LEVEL

🕒 Permanent

PRESERVATION SERVICES SUMMARY								
LEVEL OF SERVICE	Disbind	Surface Clean	Remove Old Repairs & Fasteners	Humidity and Flatten, as needed	Repair and Restore	Deacidify or Apply Sealant (Photostats)	Encapsulate	Rebind
<i>Full Service Preservation</i>	✓	✓	✓	✓	✓	✓	✓	✓



STATEMENT OF WORK

fort bend county clerk
—RICHMOND, TEXAS
STATEMENT OF WORK
OCTOBER 2011

PROJECT APPROACH

KOFILE Preservation is the superior choice for preservation projects in terms of professionalism and archival practices. After years of addressing administrative and management issues, KOFILE Preservation awaits the opportunity to assist you with your records collection in order to obtain the best possible preservation outcome. After assessing the records collection, we are confident we understand the issues facing these books and documents.

THE KOFILE PRESERVATION PROFESSIONAL CODE

Our primary objective is to ensure public access to the intellectual content of collections, whether in original form or reformatted. KOFILE Preservation understands the significance of cultural property, and support the government mandate to manage these resources.

We believe any job worth doing is worth doing right. Our philosophy is work hard and surpass expectations. Our attention to detail and drive for accuracy set us apart as industry leaders.

We are committed to our projects and work independently because we provide 100% of all essential components. KOFILE Preservation completes each aspect of our preservation projects in-house.

All materials used in the construction of KOFILE Preservation products which contact records of enduring value, including book cover boards, are acid free and guaranteed archival safe. Moreover, all adhesives are acid free and easily reversible.

In no way shall an original volume or document ever be cut. Documents are dismantled by safely reversing the current housing. There is never a loss of text.

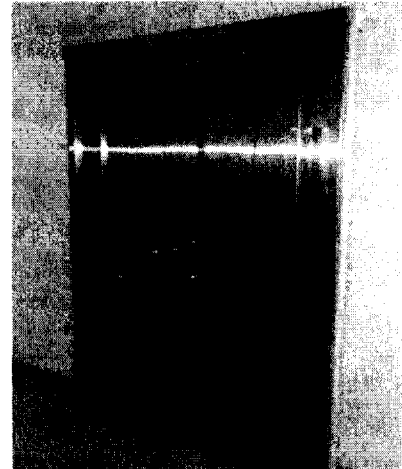
Documents and media are priceless and treated as such. Our facility provides continuous security, fire suppression, and environmental controls (including temperature, humidity, UV light, and water controls) to ensure protection.

LOCATION OF WORK

All preservation work for Fort Bend County Clerk is completed at our Dallas headquarters. This facility is located at 6300 Cedar Springs Road in Dallas, Texas. KOFILE Preservation also maintains a west coast regional laboratory in Carson City, Nevada, and an east coast regional laboratory in Essex, Vermont.

KOFILE Preservation maintains the highest level of security for documents when compared to any other commercial preservation facility. Our entire national laboratory is contained within a fire resistant brick and concrete building—which contains structural steel support members, fire rated walls, ceiling, and flooring. Each of our three vault areas are protected by secure and fire resistant vault doors. A state of the art security system protects the entire building.

KOFILE Preservation holds Valuable Papers Insurance coverage of \$1,000,000.00 and Professional Liability Insurance (errors and omissions) of \$10,000,000.00 for records in our possession.

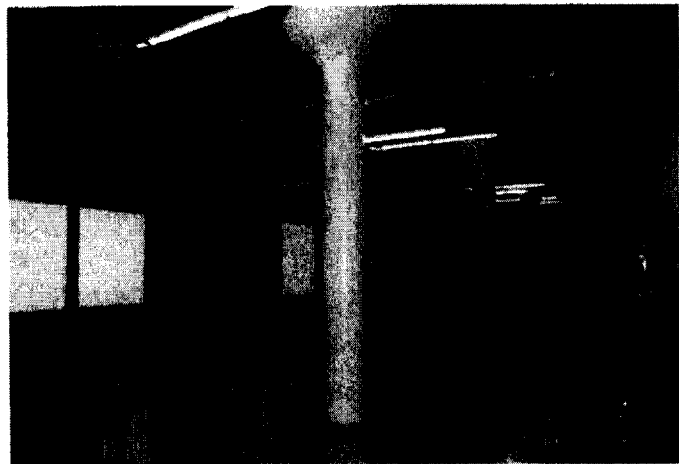


Records are secured a Level 5 Secure vault door.

Vault Interior

Each vault is equipped with specialized storage devices for the housing of various media; including map storage racks, adjustable shelving, and roller shelving.

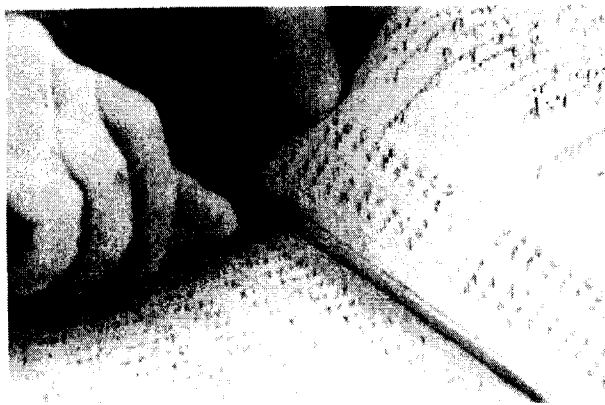
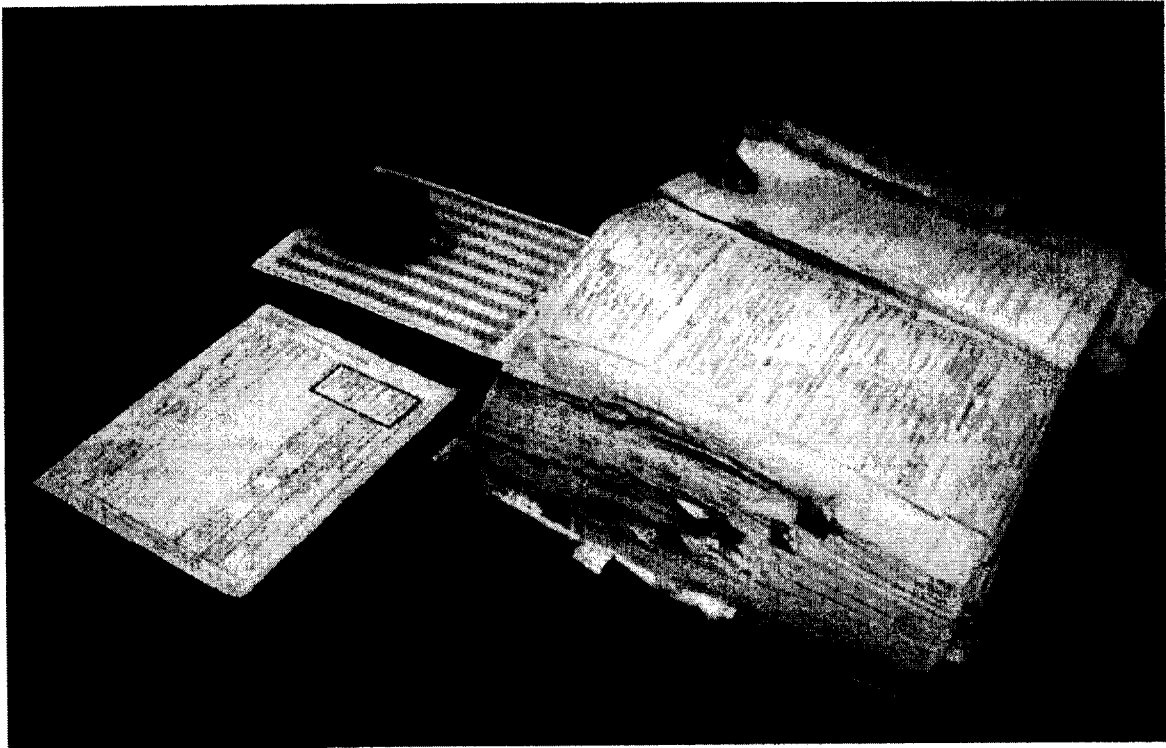
Daily protocol requires that records removed from the vault for work are under the care, custody, and control of an image processing technician at all times. When records are not being worked on, they are immediately returned to the vault area. This includes nights, weekends, holidays, etc. Likewise, if pressing or other mechanical process is required beyond normal working hours, the process is continued in the vault area. All of our facilities are located above flood plains, and are sited in areas that are unlikely to suffer hurricane, tornado, or other cataclysmic natural disaster.



SCOPE OF WORK

Documentation of Treatment

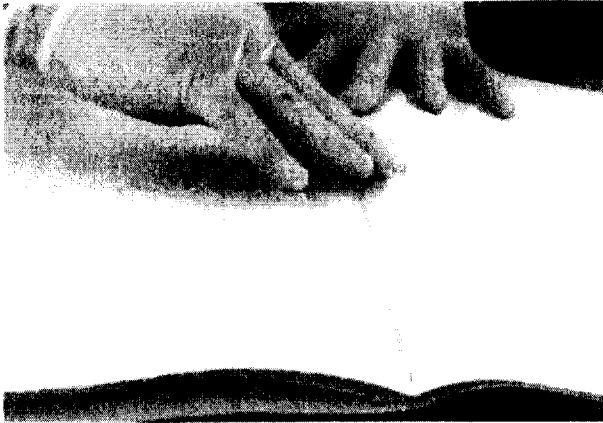
Upon receipt of the records, the volumes are photographed and assessed to document condition prior to service. A written record of pre-condition is retained and included in the final Treatment Report. Photographs of services at various preservation stages are maintained on-site and copied for the client.



Dismantle Bindings

During the disbinding process, current bindings are removed. Bindings are carefully reversed, without cutting apart the pages. All original binding materials, such as threads and adhesive residues, are removed by a trained technician.

Disbinding of bound materials is carefully done by hand, so as to not destroy or alter the folio sheet's fold. The cover is carefully removed to expose the binding adhesive on the spine's verso. This adhesive is usually



a starch-based adhesive. As such, with the passage of time, it becomes quite brittle and loose.

The text block may be placed on a flat surface or in a job backer. The adhesive residue is carefully removed with special tools. Threads are carefully slit on the inside of each signature. As a result, the folio sheets are individually removable. A scalpel removes any adhesive remaining on the back of the fold.

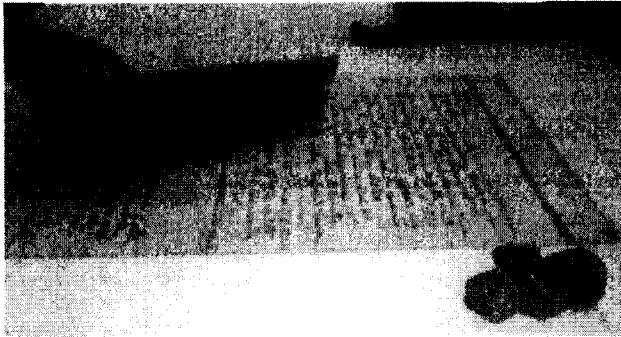
Occasionally, on very old manuscripts, the binding adhesive is protein based. Examples are fish glues, bone glues, or rabbit skin glues. These adhesives are much more difficult to remove. They usually require the application of steam with specialized equipment. This softens the materials for removal.

Note that folio sheets are never trimmed or cut through the fold (except in the case of encapsulation), since this destroys the means of resewing the book. Likewise, books that have been previously oversewn or whip stitched (a means of ancient repair), can no longer be sewn since the folio configuration has been altered. Embrittled or extremely fragmented volumes should also be encapsulated rather than sewn, since the folding and tearing strength of such book papers is poor due to the deterioration.

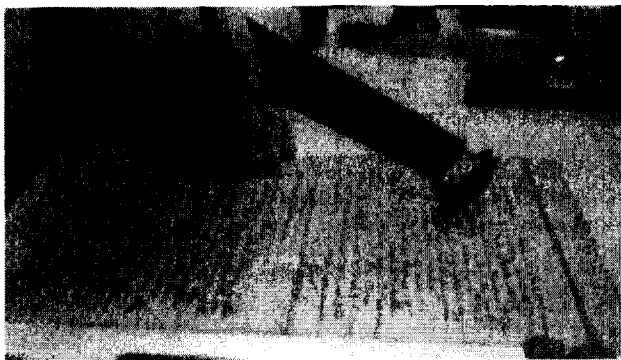
KOFILE Preservation never attempts any procedure that potentially results in a loss of text or weakens the paper's integrity.

Trimming Documents

Guillotine cutters are never employed by KOFILE Preservation in the disbinding stage or the trimming stage. It should be noted that folio sheets are never trimmed or cut through the fold (except in the case of encapsulation), since this destroys the means of resewing the book. If trimming of the documents is necessary it is usually done by with handheld scissors or on Jacques Board shears which are specifically designed for trimming fragile paper. Board shears are not guillotine cutters. They closely resemble a large pair of scissors. These allow KOFILE Preservation to carefully and accurately trim paper with greater precision than with a pair of scissors. Only one document is cut at a time to ensure no writing is lost.



A soft dusting brush aids in surface cleaning.



Museum Vacuum

mold and insect treatment

Mold and insect deposits are best removed with a small vacuum aspirator. It is not always possible to remove all traces of mold because the mycelia may be deeply rooted in the paper. Fumigation, once a standard treatment for mold and insects, is now seldom done. This is because chemical fumigants can have adverse effects both on works of art and on people. Moreover, fumigation is ineffective in the long run if the objects are returned to storage conditions that promoted mold growth in the first place.

Adapted from *Effects of Eraser Treatment on Paper*, JAI1982, Vol. 22, No. 1, Article 1 (pp. 01-12). American Institute for Conservation of Historic and Artistic Works.

Surface Cleaning

Surface cleaning is a generic term for the removal of materials deposited on book pages/documents. This includes dust, soot, airborne particulate, sedimentation from water damage, mold/mildew residue, active micro-organic growth, insect detritus, or even biological or mineral contaminants. All have serious consequences during long-term storage.

Cleaning methods vary and range in degree of simplicity. More elaborate systems require isolation, filtration, and personal protection. Removing mold growth requires the use of a museum vacuum aspirator. Fragile materials may require vacuuming through a fine mesh screen overlay to prevent further damage. This is especially true of documents that are severely water damaged, fire damaged, or degraded from micro-organic growth.

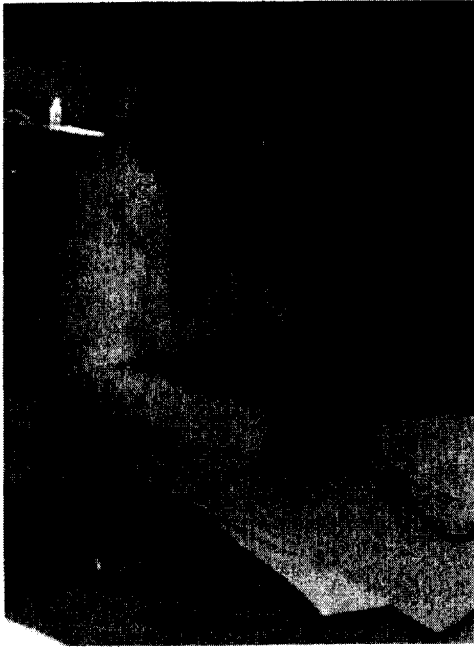
Seriously contaminated materials resulting from flood, fire, or micro-organic growth, or materials contaminated with toxic substances (such as asbestos or bacteria) require treatment in isolation booths. They may also require remediation such as freeze drying, desiccant drying, ozone treatment, etc. While preservation treatments can kill mold and other bacteria, it is often impossible to eliminate mold stains.

To improve the document's appearance, this superficial grime is removed with a soft dusting brush. A microspatula is used to coax insect deposits from the sheet. At times, a latex sponge, powdered vinyl eraser, or soft block eraser is used.

Occasionally, tape removal will result in text loss. Since *loss of text is not acceptable*; the tape is left in place.

Removal of Old Repairs

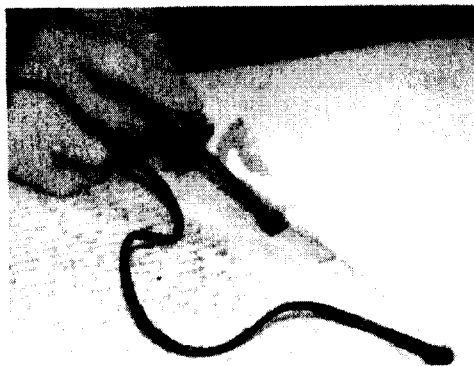
The KOFILE Preservation philosophy regarding the removal of tape or old repairs is to start with the most benign process. Chemical removal is the last resort. Serious health issues can occur if the conservation laboratory is not properly equipped.



When possible, peelers and tape are removed. We utilize two main techniques: Mechanical Heat Removal and Mechanical Peeling. The former is done when the adhesive is loose, old, or brittle and does not need to be heated for successful removal.

A technician uses a microspatula (sometimes heated) to coax threads, pressure sensitive tape, and old glue from the paper. Remaining adhesive is treated first with a Magic Rub Eraser. Solvents are only used by a conservator as a last resort, and only after testing.

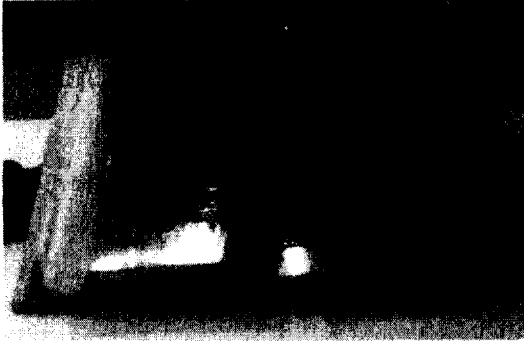
If mechanical tape removal is unsuccessful, the next alternative is chemical removal. This is either a local or spot treatment or an emersion bath treatment. Emersion and local treatments follow all OSHA regulations and pertinent safety procedures for staff.



This Hot Tools archival tape remover softens the adhesive, allowing the carrier to be removed. The remaining adhesive is removed with various gum compound erasers. A Dial-Temp, which controls the amount of heat transmitted to the paper, ensures that the paper is not scorched or burned.

KOFILE Preservation takes a bold stance on chemical treatment and has insured that our laboratories have all the right equipment to do the job correctly and safely. We handle solvents and necessary chemicals in modern chemical fume hoods and HVAC systems. These systems offer the maximum level of personal protection to our conservation technicians, and safely exhaust all potentially harmful fumes and gases. HVAC engineers have designed and built these systems to meet or exceed OSHA and other applicable regulations. Our top priorities are not only the treatment and safe guarding of your records, but the safety of our employees. Chemical resistant gloves, apron and an explosive proof face shield are parts of the delicate process.

LAMINATION

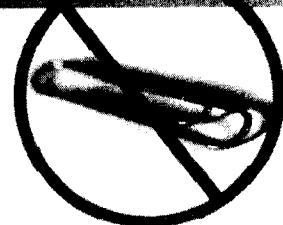
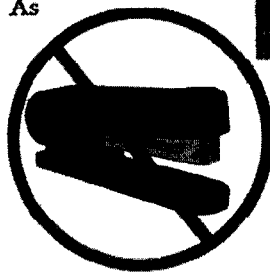
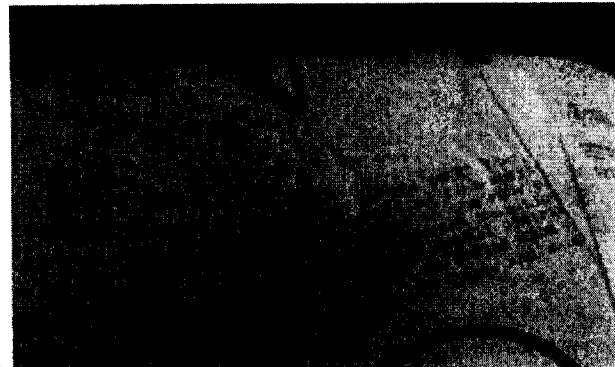


As evidenced by the volumes pictured above, the use of lamination leads to serious conservation issues. A professional conservator will never use any method of repair or maintenance that is not 100% reversible. In the lamination process, the film is applied by pressing an adhesive into the paper's fibers with heat and pressure.

In this case, these laminated records were exposed to high humidity during the aftermath of Hurricane Katrina. The damage, pictured above left, is not the result of submersion. Instead, moisture penetrated the lamination and encouraged mold growth. When these documents were originally laminated, the script was readable. However, the aggressive mold ate away the script, destroying part of the region's history.

Lamination is not reversible. For instance, if a conservator were to attempt to pull the lamination film from the folio above, the document would disintegrate into mush.

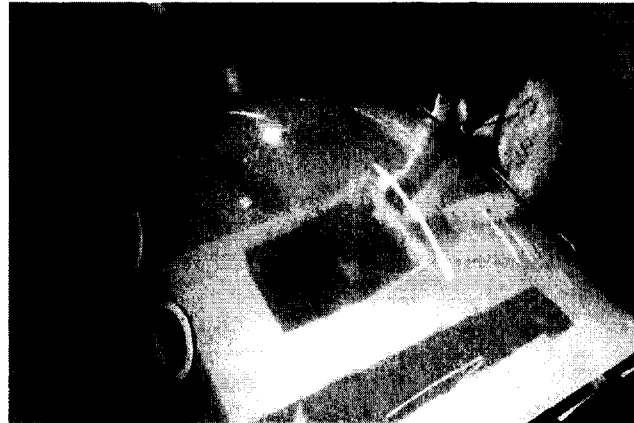
Also at this stage, fasteners, page markers, and other metal mechanisms are removed. Fasteners such as binder clips, staples, paper clips, string ties, rubber bands, brads, straight pins, post-it notes, etc. can cause damage in short periods. This includes physical damage (decreased paper strength due to punctures and/or distortion), and chemical damage (rust). As metal disintegrates, the resulting rust "eats" the surrounding paper fibers.



Flattening and Humidification
Improperly stored, historic papers become inflexible over time. They retain a memory of the storage position (known as “Hysteresis”). This stiffness renders volumes hard to open or pull apart. If a document’s pages must be forcibly pulled apart, then the paper’s fibers are irreversibly damaged.

Flattening is the term used to describe the process that corrects this problem. Folds and bends are corrected by gentle *Humidification*. Moderate pressure is then applied, and the documents are dried between acid-free blotters. With this practice, the possibility of unnecessary fractures or breaks is eliminated.

This process occurs in the KOFIL Preservation conservation lab—where the strictest archival environmental control standards are practiced. Careful monitoring eliminates instances of bleeding ink and the growth of mold or fungus.

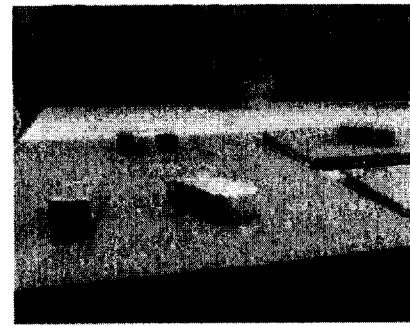
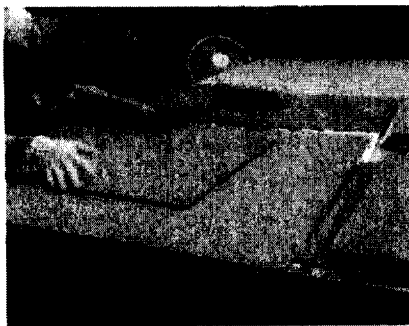


Ultrasonic Humidification Treatment.

FLATTENING

Flattening is necessary following aqueous treatment or when environmental conditions, accidents, or handling have distorted a sheet.

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



Flattening

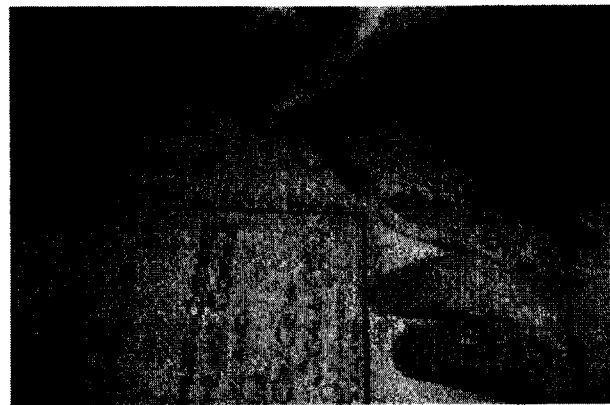
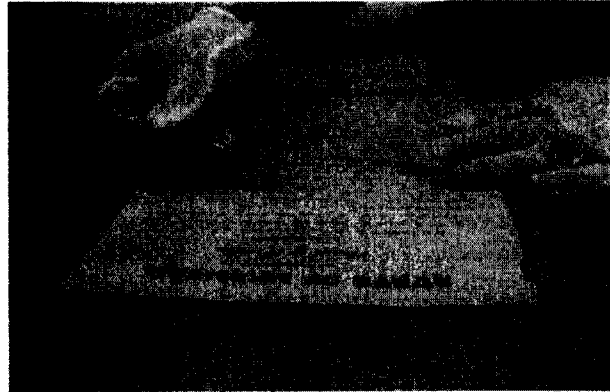
Repair and Restore Paper

Mending of torn paper is an art form. It is accomplished with a variety of materials—depending on color, tone, condition, and weight of the paper. Other obvious factors are the length of the tears, and the degree of embrittlement or fragmentation.

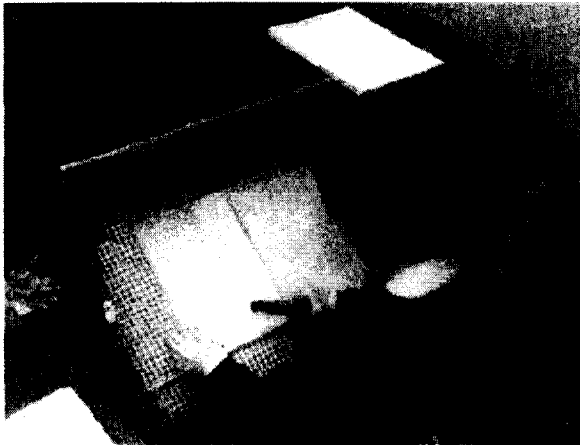
At KOFIL Preservation, we generally mend tears greater than $\frac{1}{2}$ ". All of the materials and processes utilized are acid free and reversible. Japanese paper and methyl cellulose adhesive are used the most. Kozo paper, in both natural and white finish, is usually employed because of its strength and transparent nature after application.

Mending strips are water cut allowing the edge of the Japanese paper to blend with the sheet without a visible seam.

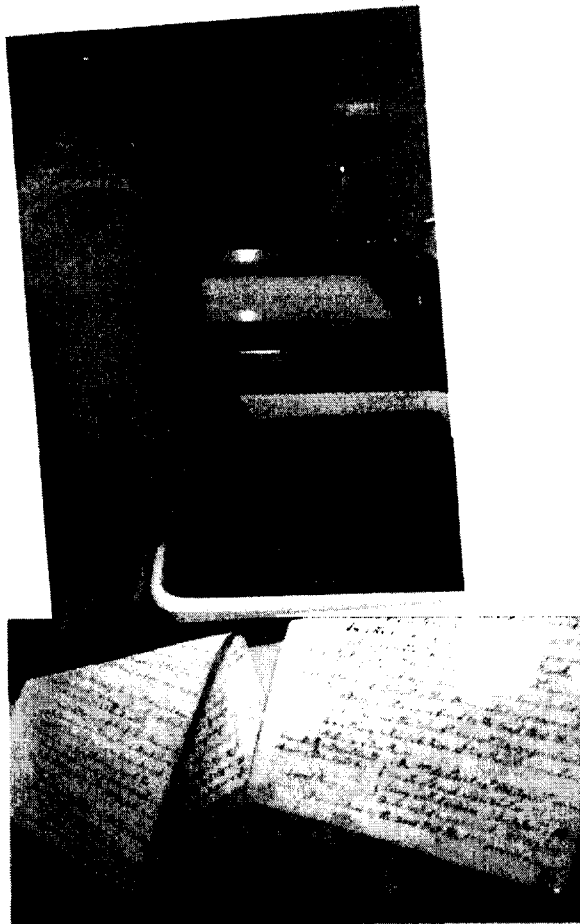
Fragmented edges, folds, tears, cracks, voids, and losses are all mended in this fashion. Other types of Japanese paper used include Gampi, Tosa Tengujo, Seikushu, and Thin Uda, to name a few. Filmoplast® may also be used for mending and reinforcement of damaged sheets. This material is acid free and reversible, and consists of a low temperature acrylic adhesive bonded to Japanese Kozo paper. KOFIL Preservation also constructs our own version of this material with acid free tissue paper and Rhoplex liquid acrylic adhesive.



Slivers of preservation tape repair these records.



One application process is to spray a fine mist of Bookkeepers™ on each sheet.



Aqueous deacidification.

Deacidification

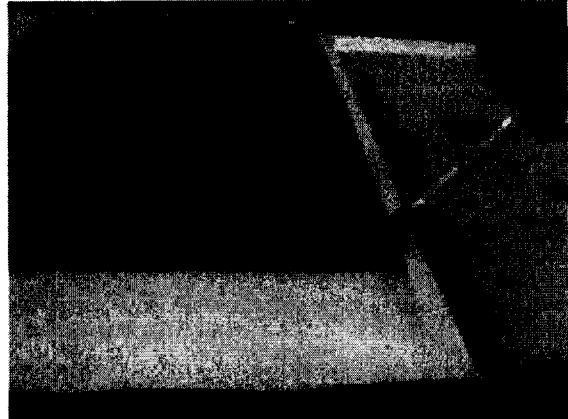
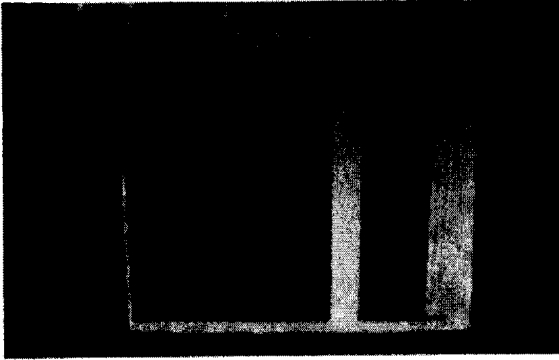
Bookkeeper® Deacidification Spray, manufactured by Preservation Technologies, Inc. (PTI), deacidifies (neutralizes acid inks and paper) sheets. Deacidification is only performed after careful pH and compatibility testing.

KOFILE Preservation equipped with multiple deacidification stations. All are routed through an HVAC system for optimum penetration and performance. We can handle any size deacidification project.

The solution is applied with compressed air spray equipment, and is totally non-flammable and non-toxic, see above left. The active ingredient, magnesium oxide, neutralizes the acid in the paper structure and provides an alkaline reserve. This reserve insures that the paper remains stable for centuries (with reasonable storage). This chemical is completely inert and safe for all papers, and does not degrade the media in any way. Once the buffer is applied, the paper's pH is slowly altered.

Maps require the aggressive Wei T'o deacidification method. *When vegetable dye inks are present, special precautions are necessary to deacidify blueprints. Often a conservator will deacidify these inks, and a post-deacidification change will occur in the ink color.* Aqueous Treatment (immersion) can be done only when the inks are highly stable, see below right. This method is generally reserved only for 17th and 18th Century manuscripts.

After deacidification, documents are randomly tested to ensure an 8.5 pH with a deviation of no more than $\pm .5$.



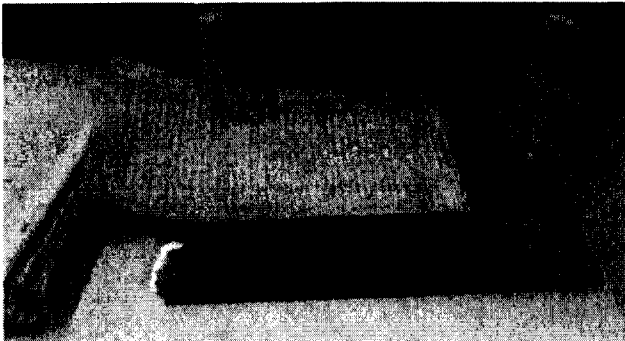
Archival Polyester Sealant

Negative Photostats are composed of printed ink and cannot be deacidified. However, over time, public use erodes this ink. As the ink flakes off, the text becomes illegible and lost.

KOFILE Preservation's Archival Polyester Sealant will preserve negative Photostats for long-term use and storage.

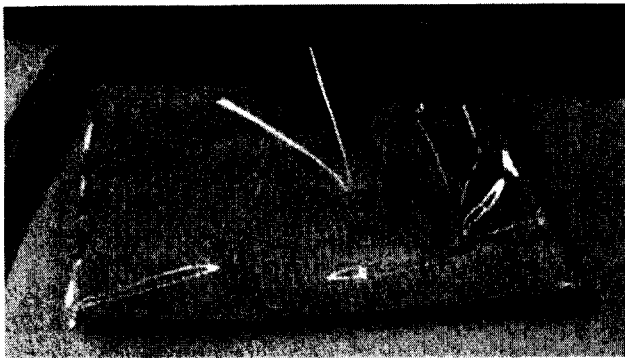
The process begins when sheets are loaded onto a touchless conveyor system. Sheets progress to a spray booth chamber. Inside this chamber, jets with precision-set nozzles evenly coat the sheets with the sealant. The sheets then rise from the top of the spray box to swing past several drying fans. The choreographed process is complete when a last jet of air gently removes the sheet from its hooks and onto a rolling belt. They ride to the end of the belt and fall into a collation chamber. There, the volume is collected for rebinding.

After treatment, the Photostat negative ink is permanently sealed to the paper. The sealant provides abrasion resistance. Also, UV absorbers block 99% of UV light. A quick eraser test, see pictured above right, confirms that the sealant works because no ink will rub off the page.

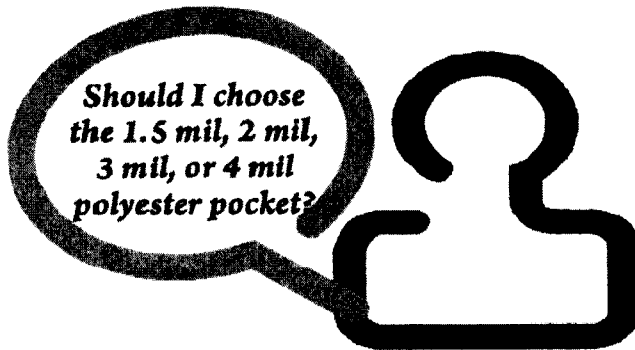


Encapsulation

Whether enclosure, sleeve, envelope, or pocket, the protective housing will determine the “life or death” of vital records. Its composition will have a chemical reaction with paper fibers and ink. The reaction can benefit or harm county assets and can either save money or cause unmitigated expense.

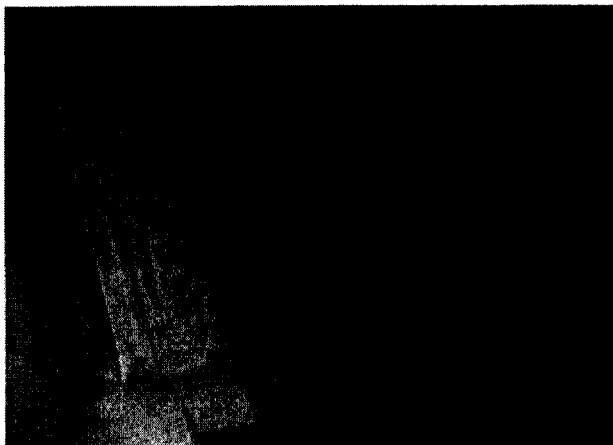


There are a variety of protective plastic film enclosures on the market. The only appropriate film for archival use should be manufactured from chemically stable materials. The film should also pass the Photographic Activity Test (PAT). Remember, “Archival Safe” and “Acid Free” are only words, and there are no standards regulating their use.



Encapsulation is an archival method for housing brittle and fragile documents. Encapsulation is not lamination. Plastic lamination is an outdated and unacceptable method for strengthening paper, due to its non-revisable nature. In archival encapsulation, the document is free floating inside the envelope. It is not adhered or heat set to anything. The clear inert archival polyester film used can be imaged through with high clarity. The Library of Congress has approved several materials suitable for encapsulation.

KOFILE Preservation utilizes SKC Films, Skyroll SH72S[®] for all of its encapsulation projects. Each sheet is encapsulated in a custom sized *Lay Flat Archival Polyester Pocket™*. Polyester or Polyethylene Terephthalate (PET) is the most inert, rigid, dimensionally stable (*dimstab*), and strongest plastic film. It is crystal clear, smooth, and has no odor. While it is the most expensive, PET’s non-damaging properties deem it the superior archival choice for long-term storage by Archivists. It is available in a number of thicknesses (or gauges). Also, it will not distort or melt in case of fire. The inherent static cling of SKC SH725 polyester provides physical support and



protection from daily public use. Reemay® Spunbond Polyester is welded into the pocket to offset the document's thickness and seal out atmospheric pollutants.

Pocket sizes are made-to-order, saving hundreds of filing inches. KOFILE Preservation provides an option of polyester thickness (or *mil*), including 3 *mil*, and spunbond polyester. Upon request and at no additional cost, we supply samples of various gauges of encapsulation film.

A four-sided sealed pocket is a standard at KOFILE Preservation. Pockets are initially sealed on three sides, and the binding process seals the fourth side. If one side of the pocket is left open, then air is able to enter the pocket, contaminating the carefully cleaned and deacidified document and making growth of mold and mildew possible. Sealing all four sides of the pocket protects the document from these hazards.

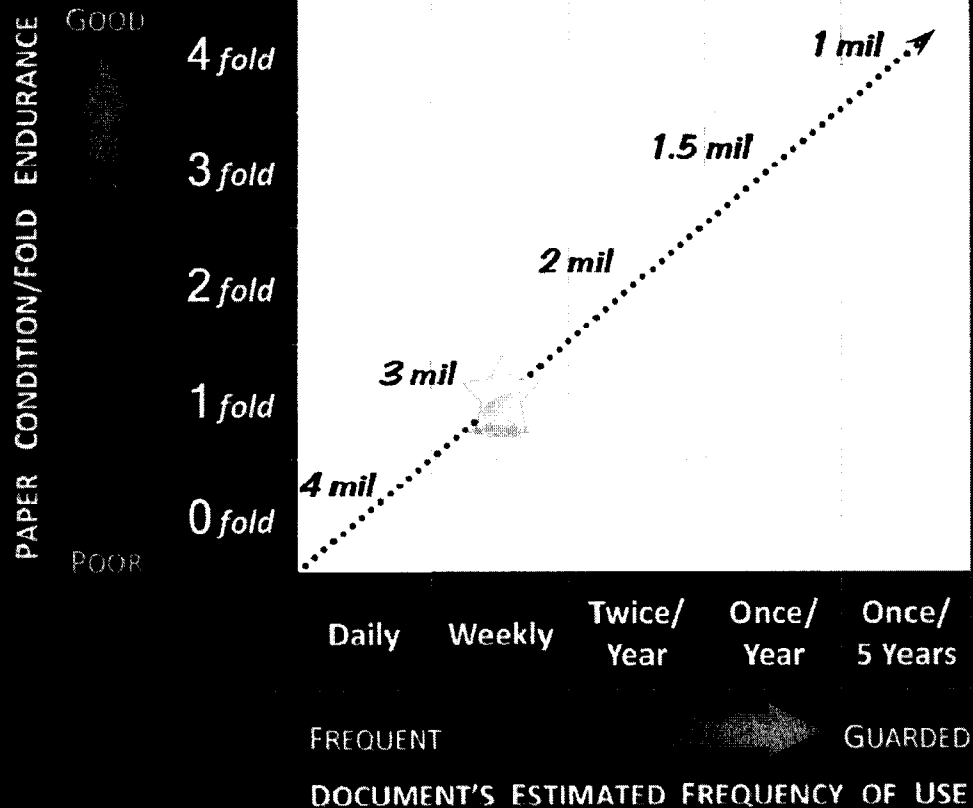
THE LIBRARY OF CONGRESS WEIGHS IN

One may hear that sealing three sides as opposed to four is preferred. However, KOFILE Preservation defers to the Library of Congress to challenge this misconception:

Is the questioner implying that it is better to have one side open to let the item have access to air? Our research shows that it wouldn't make much difference in terms of the aging process. We don't necessarily recommend encapsulation for paper that is not deacidified because the film can trap harmful acids that are off-gassed by the paper as it ages. Even L-sleeve folders (sealed on 2 sides) show evidence of trapping gases. However, you mention the items being deacidified. If the deacidification process provides an alkaline buffer, the item will benefit with encapsulation. You will have greater protection if you seal the encapsulated item on all four sides, for example, protection from frequent handling by users, accidental water damage, or exposure to airborne pollutants.

Source: Anne Harrison. "Library Question - Answer [Question #3664930]." Preservation Directorate, Library of Congress. E-mail to Patrick Williams. 30 August 2008.

POLYESTER GAUGE GUIDE



If a document is in good condition (for criteria, see right), the conservator will choose a light gauge (1.5 mil) polyester. When a document does not require physical support, there is no need for a heavier gauge polyester. While there are no financial benefits to using a lighter gauge, but it does save numerous filing inches and physical weight is significantly less. If filing inches and/or weight are not a concern, a conservator will recommend a heavier gauge polyester.

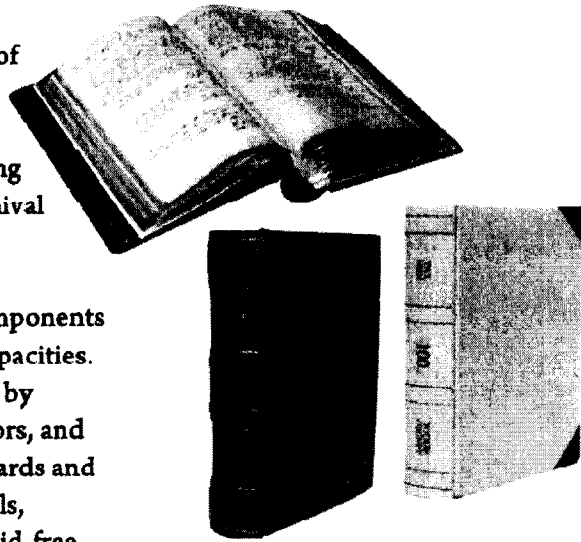
Good Condition

is determined by:

- ✓ A fold endurance of at least three folds.
- ✓ No deep Iron Gall ink burning.
- ✓ The document is accessed once a year.

Binder Assembly

KOFILE Preservation is the only manufacturer of binders solely utilizing lab-tested archival materials—the *Archival Quality County Binder™*. Each option is discussed in the following pages. This binder is a competitively priced archival storage solution.



KOFILE Preservation manufactures binder components on a per-book basis, sized to $\frac{1}{4}$ " incremental capacities. KOFILE Preservation can match existing books by manufacturing custom sizes, shapes, spines, colors, and lettering. Each binder features durable cover boards and a spine to support the pages' weight. All materials, including the cover boards and adhesives, are acid-free.

After preservation, encapsulated sheets are readied for bindery. For large projects, sheets are hand-bound in cased books of 250 sheets or less, punched (on the pocket's edge), and bound. This may include *splitting books with large capacities into two volumes*. KOFILE Preservation will punch sheets to any hole specifications and will repair/replace index tabs as necessary.

A post binding secures this volume, but the binding can also be sewn bound to meet client specifications. This binder cover is available in various colors in genuine leather, imitation leather, or canvas. Cover printing is foil on the leather or imitation leather binders, and hot stamp printing on the canvas binders.



Technical Specifications

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

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



The Use of Non-Archival Binders

Most existing binders are composed of non-archival materials with non-archival adhesives used in their binding process. These will deteriorate over time, off gassing acidic elements which will further damage the documents. Advances in technology and science provide the records management field with superior quality products and space-saving features.

New binders will stabilize the documents and impede deterioration. This will save the County valuable storage space and require little or no maintenance for decades.

KOFILE Preservation does not recommend the use of polystyrene (PS) binders, because they are highly flammable and, in the presence of heat, outgas toxic Hydrochloric acid fumes —as discussed in the following sources. PS binders also have poor chemical resistance, especially to organics, and are photodegradable (susceptible to UV degradation).

Polystyrene "emits toxic fumes under fire conditions. Under fire conditions, material may decompose to form flammable and/or explosive mixture in air."

Material Safety Data Sheet. Sigma-Aldrich Company.

"...it cannot be considered archival because the core is polystyrene, or some variant of polystyrene, and this material naturally decomposes over a long period of time and is said to give off acid vapors."

Illustrator Draftsman-DM, Equipment Addendum. NETPDTC AEDC.

"Plastics vary greatly in chemical stability and should be used with caution. Chemically unstable plastics produce by-products that accelerate the breakdown of paper as they deteriorate. Others contain volatile plasticizers that can cause items in contact with them to stick to their surface and media to bleed."

van der Reyden, Dianne. "Paper Documents." *Storage of Natural History Collections: A Preventive Conservation Approach*. Rose, Hawks, & Genoways, eds. Iowa City. Society for the Preservation of Natural History Collections. 1995, 333.

"Plastics should be inert, chemically stable, and free of chlorinated plasticizers. Use plastic items such as polyester, polyethylene, and triacetate." and "6.12.2. All records shall be stored in fully enclosed noncombustible containers."

Standard for the Protection of Records. National Fire Protection Association (NFPA) 232. 2007.

"Three types of plastic meet preservation standards: polypropylene, polyester, and polyethylene."

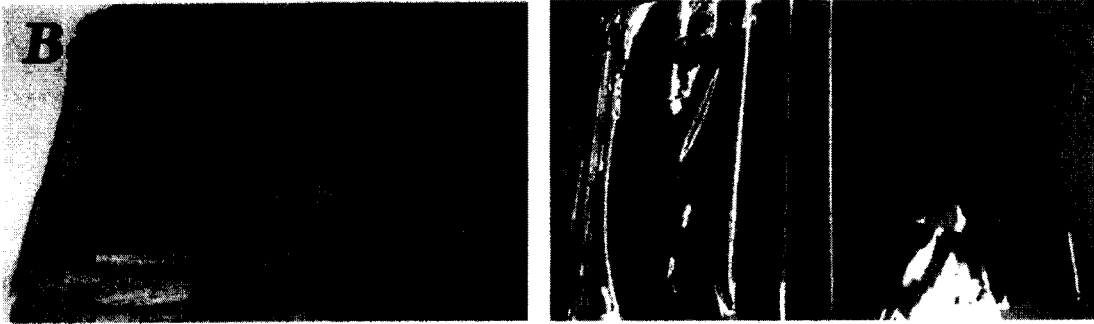
Schrock, Nancy Carlson & Gisela Noak. *Archival Storage of Paper*. Syracuse, NY: Gaylord Bros. 1997, 2.

"A year's exposure to desert sunshine is sufficient to halve [polystyrene's] molecular weight, with an attendant loss of strength..."

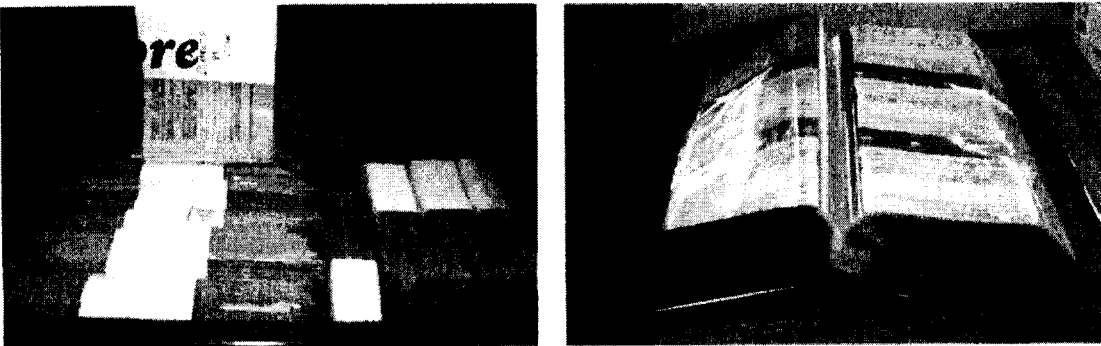
Burgess, Jeremy, Michael Marten, and Rosemary Taylor. *Under the Microscope: a Hidden World Revealed*. Edition: reprint, illustrated. CUP Archive. 1990.

Binding

Encapsulated sheets are organized in acid free boxes or punched and inserted into high quality county recorder binders. These binders are available in a variety of stock sizes and coverings. These are finest permanent record binders available, both in strength and functional design.



Harris County, Tex., Civil Records—These original records date to the Republic of Texas and relate to the Battle of the Alamo, 1836.



No longer subject to damage or loss, these Oklahoma County, Okla., school records are now safely housed in a new county recorder binder. These records were also imaged and indexed by district and year. They are frequently referenced to verify date of birth (for home births in which a Birth Certificate was not issued) for those applying for Social Security benefits.

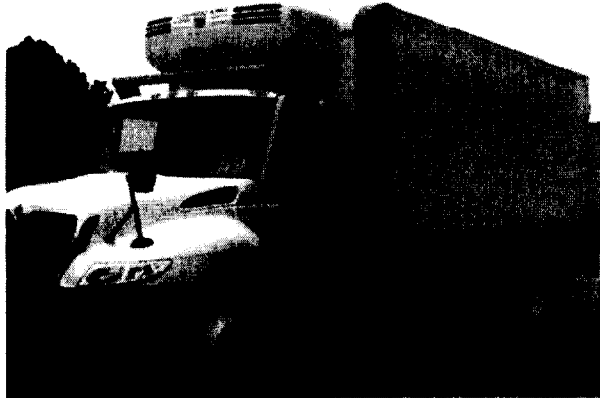
Final Quality Check

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

Service Delivery

At KOFILE Preservation trained personnel handle documents with the utmost care. We pride ourselves on being a prompt and efficient company.

Records are transported in our secure 18-foot truck. The cargo is held in a climate-controlled environment. This vehicle boasts a 4000 lb. lift gate (moves books palletized between 2500 and 3000 lbs.—which equals 700 fully assembled binders), air suspension, and air brakes. This truck is also equipped with several extra security features, which include back-up cameras and an anti-lock braking system. With this security system, we can monitor cargo in transit. Executives monitor location, warning signals, and environmental conditions during transport.



Depending on the condition of the record, it is packed, stretched wrapped, and secured onto a pallet, or the records are packed into plastic tubs and then secured onto pallets. Whatever the method, records are secured and packed by KOFILE Preservation personnel. We bring all of the materials needed for transport with us. The tubs are also placed and wrapped onto KOFILE Preservation pallets, which are then stretch wrapped for transport.

Once they arrive in Dallas, Texas, at the KOFILE Preservation headquarters (6300 Cedar Springs Road, Dallas, Texas, 75235), the volumes and documents are loaded directly into the facility through our docking room. A collection is never left in a loaded truck unattended overnight.



PROJECT PRICING

fort bend county clerk
—RICHMOND, TEXAS
STATEMENT OF WORK
OCTOBER 2011

KOFILE Preservation is uniquely capable of executing preservation services in a timely manner, focusing on quality and precision, as well as being cost effective. KOFILE Preservation has executed contracts across the country that are similar to this project. We are highly qualified to perform the services required.

Below, please find our non-binding cost estimate for the listed proposed services. Please note that the pricing listed is net. Please allow twelve weeks for project completion.

PROJECT PRICING				
RECORDS SERIES TITLE	DESIGNATION	PROPOSED SERVICE	DELIVERABLES	PRICE/BINDER
PROBATE CASE FILE	Instrument No. 1434—1836 Average Sheet Count: 25/Instrument Sheet Size: 14 1/2" x 8 1/2"	Pick up records. Put Instruments in order. Full Service preservation of book (i.e. dismantle, mend fractures as needed, clean, deacidify), encapsulate, and provide a new binder. Deliver completed work.	<i>Archival Quality County Binder™</i> (150 sheets/binder)	\$ 1,355.00



QUALIFICATIONS & EXPERIENCE

fort bend county clerk
—RICHMOND, TEXAS
STATEMENT OF WORK
OCTOBER 2011

BUSINESS REFERENCES

The following reference list includes various projects. Our largest customer base is the county level government. However, we also work with private and government archives.

Orleans Parish Civil District Court

Honorable Dale N. Atkins

421 Loyola Avenue, Room 402, New Orleans, Louisiana 70112

P: 504.592.910 F: 504.592.9128

E-mail: daleatk@orleanscdc.com

Contact: Honorable Dale N. Atkins, Civil District Clerk

The National Park Service and the National Endowment of the Humanities' Save America's Treasures Grant funded this project, "Preservation of the Spanish and French Records."

Documenting New Orleans and Louisiana's rich past, many of these resources date to before the United States legal system. James Grant Stroud, Harry Ransom Humanities Research Center, University of Texas at Austin, supervised this project. Mr. Stroud is a nationally recognized Book and Paper conservationist. Project preparation included a site examination and training of key staff. Additionally, Robert Strauss, Preservation Technologies, Inc., conducted training, along with *Bookkeeper*® Spray System installation. This project included 72 volumes of original manuscript documents—each dating from the early 18th century or 19th century. Preservation included disbinding, mending, mold removal, removal of old repairs, flattening, surface cleaning, imaging, deacidification, encapsulation, housing in custom folders, and housing in custom document cases.

Harris County, County Clerk

Honorable Stan Stanart

P.O. Box 1525, Houston, Tex. 77251-1525

P: 713.755.6411 F: 713.755.4977

Email: DSumrall@cco.hctx.net

Contact: Mr. Daniel Sumrall, Administrator

This project is the result of a five year study which identified conservation methods and materials used to extend the life of all holdings in the Harris County Clerk's archival repository (at the lowest cost, of course). Budgeted at \$8 million, this collection includes 14,464 historic books (which totals 5.7 million documents, 11.5 million images, and 1.1 million original records of enduring value). This totals to an incredible 13.7 million archived images for conservation and digitization into an archival database. This project includes disbinding, mending, removal of old repairs, flattening, surface cleaning, deacidification, encapsulation, binding, and return to supervised public access.

Harris County District Clerk

Honorable Chris Daniel

1301 Franklin, 1st Floor, Houston, Texas 77002

P: 713.755.7830 F: 713.755.8974

E-mail: Help.Desk@hcdistrictclerk.com

Contact: Ms. Pat Pilkenton, Records Manager

This "Historical Records" Preservation Project includes 40,000 case files, 1,700 Civil Fee Docket Books, and 105 Index books. Budgeted at \$1.3 million. This project includes disbinding, mending, removal of old repairs, flattening, surface cleaning, deacidification, encapsulation, rebinding, and return to supervised public access.

Hidalgo County Clerk

Honorable Arturo Guajardo, Jr.

100 North Closner, Edinburg, Texas 78539

P: 956.318.2100 F: 956.318.2105

E-mail: aguarjardo@hidalgocountyclerk.us

This project is the result of a bid award through an open request for proposal bidding. This bid provided for the Restoration and Prevention Services for 450 of Hidalgo County Clerk's Historical Record Books. Hidalgo County required the vendor to store the Record Books in a secure, fireproof, environmentally controlled area. Another requirement demanded that the facility be located in a zone area not subject to flooding. The service included, but are not limited to, the removal and treating of existing documents in each book, removal of debris and tape, deacidification of original documents, encapsulation of each document, fabrication of binding and design to Hidalgo County specifications, and the assembly of new binders.

Tarrant County Clerk

Honorable Mary Louise Garcia

Tarrant County Courthouse, 100 West Weatherford Street, Fort Worth, Texas 76196

P: 817.884.3439 F: 817.884.3339

E-mail: allenwilliams@tarrantcounty.com

Website: www.tarrantcounty.com

Contact: Mr. Allen Williams, Records Management Retention Coordinator

This project is the result of a bid award through an open request for proposal bidding process. Work commenced in April 2008, with a contract renewal in February 2009. Budgeted at \$6.5 million, the project completion is projected in 2013, with four one-year renewal options. This project includes disbinding, mending, removal of old repairs, flattening, surface cleaning, deacidification, encapsulation, rebinding, and return to supervised public access.

PROJECT PERSONNEL

KOFIE Preservation holds Insurance and a Dishonesty Bond on all of our services. Our staff are drug-free and pass a background check upon employment. Our upper management regularly attend continuing education conferences and hold professional memberships with such organizations as the AIC.

The Project Manager, Scott Williams, will handle all communication with the County. This ensures projects are completed on schedule and to the County's satisfaction. The Project Manger is available to meet with the County for periodic consulting either in person, by telephone, or via e-mail.

SCOTT GERARD WILLIAMS
Conservator

Scott Williams is co-owner of LBS and brings over twenty-eight years of experience to his company's preservation projects. His extensive training in conservation techniques includes preservation methods for 18th, 19th, and 20th Century documents, as well as the physical mechanics of hand binding and mechanical binding for documents ranging from the 18th Century to the present.



RELEVANT EXPERIENCE

Jackson Barracks Military Library, State of Louisiana, Camp Beauregard, La., Ms. Sherrie Pugh

A Hurricane Katrina disaster-recovery project for the Louisiana Military Department. Included the preservation of Civil War books, manuscripts, periodicals, maps and memorabilia .

Harris County District Clerk, Houston, Tex., Hon. Loren Jackson

This preservation project includes 40,000 case files containing over two million documents, 1,700 Civil Fee Docket Books, and 55 Index Books. Project budget is over \$1 million. It includes the following components: disbinding, mending, removal of old repairs, flattening, surface cleaning, deacidification, encapsulation, rebinding, and return to supervised public access.

New Orleans Notarial Archives, Parish of Orleans, Save America's Treasures Grant in conjunction with the National Endowment for the Humanities, New Orleans, La., Ms. Ann Wakefield, Archivist, Research Center

Conservator for the conservation of 1400 French Colonial and Spanish Colonial documents (or 72 volumes of original manuscripts). This collection holds media dating from 1731 to 1816, as well as civil law Notarial acts. This project includes disbinding, mending, mold removal, removal of old repairs, flattening, surface cleaning, digitizing, deacidification, encapsulation, housing in custom folders, housing in custom document cases and removal from public access.

Tarrant County Clerk, Fort Worth, Tex., Hon. Suzanne Henderson
Ongoing preservation of original documents.

Dallas County Clerk, Dallas, Tex., Hon. John F. Warren
Ongoing preservation of original documents.

Oklahoma County Clerk, Oklahoma City, Okla., Hon.Carolynn Caudill
Ongoing preservation of original documents.

Maricopa County Recorder, Phoenix, Ariz., Hon. Helen Purcell
Ongoing preservation of original documents.

Harris County District Clerk, Houston, Tex., Ms. Pat Pilkenton
Ongoing preservation of 1838 original documents.

Archdiocese of New Orleans, New Orleans, La., Dr. Emilie Leumas
Conservation of the Sacramental Registrar of the Archdiocese of New Orleans, and colonial and early antebellum bound documents.

Vermilion Parish Clerk of Court, Abbeville, La., Hon. Diane Meaux Broussard
Preservation of fire damaged 18th and 19th century original documents.

Historic New Orleans Collection, New Orleans, La., Dr. Alfred Lemmon
Preservation of microfilm. Ongoing projects; binding, phase boxes, etc.

*Union Parish Clerk of Court, Farmerville, La.,
 Hon. Sue Buckley*
 Ongoing preservation of 1812-1850 original documents.

*Bienville Parish Clerk of Court, Arcadia, La.,
 Hon. Jim Martin*
 Ongoing preservation of original documents from 1790 .

Natchitoches Parish Clerk of Court, Natchitoches, La., Hon. Louis Bernard
 Ongoing preservation of 18th century original documents.

Harris County District Clerk Archives, Houston, Tex., Mr. Anthony Johnson
 Ongoing preservation of 1835 original documents.

PROFESSIONAL HISTORY

- | | |
|--|---|
| <p>2006 <i>West Feliciana Parish, St. Francisville, La.</i>
 Presentation on the history of binding.
 Develop a preservation program with James G. Stroud, HRHRC, UT- Austin, and Sally Reeves, President of the SSA.</p> <p>2004- <i>Harry Ransom Humanities Research</i>
 2003 <i>Center, University of Texas at Austin</i>
 Training by James G. Stroud for disbinding, polyester encapsulation, and deacidification of 1700s Orleans Parish Pre-Law French/Spanish Documents.</p> <p>2003 <i>Preservation Technologies, Inc.</i>
 Site visit and trained on <i>Bookkeeper</i>[®] deacidification by Robert Strauss.</p> <p>2001 <i>National Endowment for the Humanities, La.</i>
 Guest Speaker, Clerk of Courts Meeting, "Proper Preservation, Handling and Care of Public Records." January.</p> <p>2000 <i>Society of Southwest Archivists (SSA) Conference, Fayetteville, La.</i>
 Guest Speaker. "Vendors Point of View on Preservation Microfilming." May.</p> <p>1999 <i>Preservation Technologies, Inc., Robert Strauss, LOC approved</i>
 preservation outreach program, technical training on deacidification. Sept. 27.</p> <p>1994 <i>Wei T'o and Associates, Inc., Dr. Richard Smith</i>
 Trained on non-aqueous deacidification.</p> | <p>1990- <i>University of Texas at Austin,</i>
 1991 <i>Mr. James Grant Stroud</i>
 Stabilization, conservation and housing/preservation of watercolor drawings training.</p> <p>1976- <i>Bel-Wil Bookbinders, Inc.,</i>
 1987 <i>Vice President.</i>
 Oversaw all production and training.</p> <p>1986 <i>New York University, Dr. Timothy L. Ely</i>
 Training including:
 <ul style="list-style-type: none"> • Preventive Conservation: Collection Stabilization, Environment, Light, & Disaster Planning • Physical Mechanics of Paper, Hand Binding 18th & 19th Century, Mechanical Binding 19th Century & Current, & Hand Binding Current • Alkalization (Deacidification), Aqueous & Nonaqueous • Consolidation and Fixing, Surface Cleaning • Filing Areas of Paper Loss • In-Painting (Retouching), Matting & Framing • Removal of Old Repairs, Mending • Mold and Insect Treatment • Polyester Film Encapsulation • Removal and Replacement of Backings • Stain Reduction, Washing, Flattening </p> <p>1985 <i>Mississippi State Archives, Linda L. Overman</i>
 Restoration and preservation training.</p> <p>1984 <i>Norris Bindery, Inc., Mr. Reese</i>
 Binding training.</p> <p>1983 <i>Rome Bindery, Inc., Calvin Rome</i>
 Binding training.</p> |
|--|---|

EDUCATION

1990 A.S., Nicholls State University, Thibodeaux, Louisiana

PROFESSIONAL ORGANIZATIONS

Member, Society of Southwest Archivists - 1999

Member, Greater New Orleans Chapter of the Association of Records Managers and Administrators - 1989

Member, Arkansas Historical Society - 1999

Professional Associate (PA), The American Institute for Conservation of Historic and Artistic Works (AIC)- Member since 1991, PA since 2009

Member, Heritage Preservation: The National Institute of Conservation

Member, Louisiana Archives and Manuscript Association



Client#: 109219

BUSINES2

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/25/2011

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 be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: USI Southwest Dallas /CL, 1445 Ross Avenue, Suite 4200, Dallas, TX 75202, 214 443-3100. CONTACT NAME, PHONE (A/C, No, Ext): 214 443-3100, FAX (A/C, No): 2144433900. INSURED: Business Resources Corporation, 6300 Cedar Springs, Dallas, TX 75235. INSURER(S) AFFORDING COVERAGE: INSURER A: Great Northern Insurance Compan, NAIC #: 20303; INSURER B: Federal Insurance Company, 20281; INSURER C: Chubb Indemnity Insurance Compa, 12777; INSURER D: ; INSURER E: ; INSURER F: .

COVERAGES CERTIFICATE NUMBER: 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.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL SUBR INSR, WVP, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include: A GENERAL LIABILITY (35882774), B AUTOMOBILE LIABILITY (73553314), B UMBRELLA LIAB (79853927), C WORKERS COMPENSATION AND EMPLOYERS' LIABILITY (71734269), A E&O Coverage (35882774), A Valuable Papers (35882774).

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Re: 300 Ampacet Drive, DeRidder, LA

(See Attached Descriptions)

CERTIFICATE HOLDER: Louisiana Binding Service, Inc., 300 Ampacet Drive, Deridder, LA 70634. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: J.W. Wagner

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DESCRIPTIONS (Continued from Page 1)

Named insured is completed to include:

Business Resources Corporation; Enduro Binders, Inc; Tenacity Manufacturing Company; 6489 Enduro Drive, LLC
Brown's River Marotti Co; Cedar Springs Investments, LLC; Nashoba, Inc.; Verticus, Inc.; Safeguard
Solutions, Inc.; BRC Conversion Services Corporation; Eastman Park Micrographics, Inc.

ACORD™

EVIDENCE OF PROPERTY INSURANCE

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE OF PROPERTY INSURANCE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

AGENCY USI Southwest Dallas /CL 1445 Ross Avenue, Suite 4200 Dallas, TX 75202		PHONE (A/C, No, Ext): 214 443-3100	COMPANY Great Northern Insurance Company 15 Mountain View Road Warren, NJ 07059	
FAX (A/C, No): 214 443-3900	E-MAIL ADDRESS:			
CODE:	SUB CODE:			
AGENCY CUSTOMER ID #: 109219			LOAN NUMBER	POLICY NUMBER 35882774
INSURED Business Resources Corporation 6300 Cedar Springs Dallas, TX 75235			EFFECTIVE DATE 07/09/11	EXPIRATION DATE 07/09/12
			CONTINUED UNTIL TERMINATED IF CHECKED <input type="checkbox"/>	
THIS REPLACES PRIOR EVIDENCE DATED:				

PROPERTY INFORMATION

LOCATION/DESCRIPTION
300 Ampacet Dr
Deridder, LA 70634

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 EVIDENCE OF PROPERTY INSURANCE 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.

COVERAGE INFORMATION

COVERAGE/PERILS/FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Commercial Property Location Specific Coverages Building #: 1 Restoration/Bindery Coverage: Building Cause: Special (Including Theft)	2,242,680	\$100,000
Coverage: Business Personal Property Cause: Special (Including Theft)	1,000,000	\$5,000

REMARKS (Including Special Conditions)

(Empty box for remarks)

CANCELLATION

10 Days for Non-Payment

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE ADDITIONAL INTEREST NAMED BELOW, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

ADDITIONAL INTEREST

NAME AND ADDRESS Louisiana Binding Service, Inc. 300 Ampacet Drive Deridder, LA 70634	MORTGAGEE	ADDITIONAL INSURED
	LOSS PAYEE	
	LOAN #	
AUTHORIZED REPRESENTATIVE <i>J.W. Wagner</i>		

Client#: 109219

KOFILING

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/08/2011

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 be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Southwest Dallas /CL 1445 Ross Avenue, Suite 4200 Dallas, TX 75202 214 443-3100		CONTACT NAME: PHONE (A/C, No, Ext): 214 443-3100 FAX (A/C, No): 2144433900 E-MAIL ADDRESS: PRODUCER CUSTOMER ID #:															
INSURED KOFILE, Inc. dba Business Resources Corporation 6300 Cedar Springs Dallas, TX 75235		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Great Northern Insurance Compan</td> <td>20303</td> </tr> <tr> <td>INSURER B : Federal Insurance Company</td> <td>20281</td> </tr> <tr> <td>INSURER C : Chubb Indemnity Insurance Compa</td> <td>12777</td> </tr> <tr> <td>INSURER D :</td> <td></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 : Great Northern Insurance Compan	20303	INSURER B : Federal Insurance Company	20281	INSURER C : Chubb Indemnity Insurance Compa	12777	INSURER D :		INSURER E :		INSURER F :	
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COVERAGES CERTIFICATE NUMBER: 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 INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		35882774	07/09/2011	07/09/2012	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/OP AGG \$2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		73553314	07/09/2011	07/09/2012	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 DEDUCTIBLE RETENTION \$		79853927	07/09/2011	07/09/2012	EACH OCCURRENCE \$15,000,000 AGGREGATE \$15,000,000 \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	71734269	07/09/2011	07/09/2012	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <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
A	E&O Coverage		35882774	07/09/2011	07/09/2012	\$10,000,000
A	Valuable Papers		35882774	07/09/2011	07/09/2012	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Re: Fort Bend County Purchasing Dept
 Fort Bend County, Texas and the members of the commissioners court are included as Additional Insured.
 (See Attached Descriptions)

CERTIFICATE HOLDER

CANCELLATION

Fort Bend County Purchasing Department 4520 Reading Road Rosenberg, TX 77471	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 <i>J.W. Wagner</i>
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DESCRIPTIONS (Continued from Page 1)

Waiver of Subrogation applies in favor of Fort Bend County, TX. 30 Days Notice of Cancellation applies in favor of Fort Bend County.

Named insured is completed to include:

KOFILE, Inc. dba Business Resources Corporation

Enduro Binders, Inc

Tenacity Manufacturing Company

6489 Enduro Drive, LLC

Brown's River Marotti Co

Cedar Springs Investments, LLC

Nashoba, Inc.

Verticus, Inc.

Safeguard Solutions, Inc.

BRC Conversion Services Corporation

Eastman Park Micrographics, Inc.

KOFILE Solutions Inc. (dba Safeguard Solutions Inc.)

KOFILE Conversion Services Inc. (dba BRC Conversion Services Corp)

KOFILE Preservation Inc. (dba Browns River Marotti Co.)

KOFILE Preservation Inc. (dba Louisiana Binding Service)