

STATE OF TEXAS                   §  
   §  
 COUNTY OF FORT BEND         §

**ADDENDUM TO PROPOSAL FOR CRITICAL RECORDS MANAGEMENT PRESERVATION  
 & DIGITIZATION OF CASE FILES AND BOOKS  
 (TXMAS Contract No. TXMAS-23-92001)**

THIS ADDENDUM (“Addendum”) is entered into by and between Fort Bend County, (“County”), a body corporate and politic under the laws of the State of Texas, on behalf of the Fort Bend County District Clerk, and Kofile Technologies, Inc. (“Kofile”), a company authorized to conduct business in the State of Texas (hereinafter collectively referred to as “parties”).

WHEREAS, the County desires that Kofile provide products and/or services for Fort Bend County in accordance with the Kofile Proposal for Critical Records Management Preservation & Digitization of Case Files and Books dated May 27, 2025 and Terms and Conditions (collectively the “Agreement”) attached hereto as Exhibit “A,” subject to the changes herein, and in accordance with the TXMAS Contract No. TXMAS-23-92001, incorporated by reference herein; and

WHEREAS, Kofile represents that it is qualified and desires to provide such products and/or services; and

WHEREAS, the parties wish to utilize the TXMAS Contract No. TXMAS-23-92001 – for Records Management and Preservation Services, which is incorporated fully by reference only, for the purchase of the specified products and/or services; and

WHEREAS, this Agreement is not subject to competitive bidding requirements under Section 262.023 of the Texas Local Government Code because this Agreement is pursuant to a Cooperative Purchasing Program in accordance with Chapter 271 of the Texas Local Government Code; and

NOW, THEREFORE, in consideration of the mutual covenants and conditions set for the below, the following changes are incorporated as if a part of the original Agreement:

1. **Recitals.** The recitals set forth above are incorporated herein by reference and made a part of this Agreement.
2. **Scope of Services.** Subject to the changes herein, Kofile shall provide products and/or services for Fort Bend County in accordance with the Kofile Proposal for Critical Records Management Preservation & Digitization of Case Files and Books dated May 27, 2025, attached hereto as Exhibit “A”, and in accordance with the TXMAS Contract No. TXMAS-23-92001, both of which are incorporated herein by reference.

3. **Compensation and Payment.** Kofile's fees shall be calculated at the rates set forth in the attached Exhibit A. County shall pay each approved invoice within thirty (30) calendar days of receipt of invoice. County reserves the right to withhold payment pending verification of satisfactory work performed.
4. **Time of Performance.** The Agreement shall be effective upon execution by County. The time for performance under this Agreement shall begin upon the execution of all parties and end no later than eight (8) months thereafter. Kofile shall provide the specified products and/or services to County as described in the attached Exhibit, within this time or within such additional time as may be extended by the County.
5. **Taxes.** County is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes. A copy of a tax-exempt certificate will be furnished upon request.
6. **Limit of Appropriation.** Kofile 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 Two Hundred Sixty-Four Thousand, Three Hundred Forty-Eight and 50/100 dollars (\$264,348.50), specifically allocated to fully discharge any and all liabilities County may incur. Kofile does further understand and agree, said understanding an agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Kofile may become entitled to and the total maximum sum that County may become liable to pay to Kofile shall not under any conditions, circumstances, or interpretations thereof exceed Two Hundred Sixty-Four Thousand, Three Hundred Forty-Eight and 50/100 dollars (\$264,348.50).
7. **Non-appropriation.** It is specifically understood and agreed that in the event no funds or insufficient funds are appropriated by Fort Bend County under this Agreement, Fort Bend County shall notify all necessary parties that this Agreement shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were made without penalty, liability or expense to Fort Bend County.
8. **Confidential Information.** Kofile expressly acknowledges that County is subject to the Texas Public Information Act, Tex. Gov't. Code Ann. §§ 552.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by Kofile shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed.
9. **Indemnity.** The parties agree that under the Constitution and laws of the State of Texas, County cannot enter into an agreement whereby County agrees to indemnify or hold

harmless another party; therefore, all references of any kind to County defending, indemnifying, holding or saving harmless Kofile for any reason are hereby deleted.

10. **Attorney Fees.** County does not agree to pay any and/or all attorney fees incurred by Kofile in any way associated with the Agreement.
11. **Arbitration.** County does not agree to submit disputes arising out of the Agreement to binding arbitration. Therefore, any references to binding arbitration or the waiver of a right to litigate a dispute are hereby deleted.
12. **Applicable and Governing Law.** The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to the Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity.
13. **Certain State Law Requirements for Contracts.** For purposes of section 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, Kofile hereby verifies that Kofile and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate:
  - a. Unless affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization, is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 806.051, 807.051, or 2252.153 of the Texas Government Code.
  - b. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Kofile not boycott Israel and is authorized to agree in such contracts not to boycott Israel during the term of such contracts. "Boycott Israel" has the meaning provided in section 808.001 of the Texas Government Code.
  - c. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Kofile does not boycott energy companies and is authorized to agree in such contracts not to boycott energy companies during the term of such contracts. "Boycott energy company" has the meaning provided in section 809.001 of the Texas Government Code.
  - d. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Kofile does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and is authorized to agree in such contracts not to discriminate against a firearm entity or firearm trade association during the term of such contracts. "Discriminate against a firearm entity or firearm trade association" has the meaning provided in section 2274.001(3) of the Texas Government Code. "Firearm entity" and "firearm trade association" have the meanings provided in section 2274.001(6) and (7) of the Texas Government Code.

14. **Human Trafficking.** BY ACCEPTANCE OF CONTRACT, KOFILE ACKNOWLEDGES THAT FORT BEND COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.

15. **Independent Contractor.** In the performance of work or services hereunder, Kofile 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 Kofile or, where permitted, of its subcontractors. Kofile 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.

16. **Severability.** If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable

17. **Performance Warranty.** Kofile warrants to County that Kofile has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession practicing in the greater Houston metropolitan area and Kofile 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.

Kofile 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.

18. **Conflict.** All terms and conditions of the Agreement not modified herein remain in full force and effect. In the event there is a conflict between this Addendum and the attached Exhibit(s), this Addendum controls to the extent of the conflict. In the event there is a conflict between this Addendum and TXMAS Contract No. TXMAS-23-92001, the TXMAS Contract shall control to the extent of the conflict.

19. **Modifications and Waivers.** The parties may not amend or waive this Agreement, except by a written agreement executed by both parties. No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under this Agreement, and no course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition. The rights and remedies of the parties set forth in this Agreement are not exclusive of, but are cumulative to, any rights or remedies now or subsequently existing at law, in equity, or by statute.

20. **Understanding, Fair Construction.** By execution of this Addendum, the parties acknowledge that they have read and understood each provision, term and obligation contained in this Addendum. This Addendum, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the nondrafting party.

21. **Remote Access.** As applicable, if Kofile requires remote access to County Systems for support, installation, integrations, configurations, and/or maintenance of Kofile's Services, except as otherwise agreed by the parties and approved by the County's Director of Information Technology and Chief Information Officer in writing, the below requirements must be met before Kofile is granted remote access to County Systems:
- (A). Kofile will adhere to the restricted and monitored channels that are provided by the County, or other technologies approved in advance in writing by the County's Director of Information Technology and Chief Information Officer.
  - (B). Kofile will neither implement nor deploy a remote access solution which bypasses and/or is designed to bypass County provided or approved controls. Kofile will not access County Systems via unauthorized methods.
  - (C). Kofile's remote access to County Systems will only be requested and activated on as-needed basis and disabled when not in use.
  - (D). Remote access is restricted only to County Systems necessary for Kofile to conduct their services and/or provide Services to County pursuant to this Agreement.
  - (E). Kofile will allow only its Workforce approved in advance by County to access County Systems. Kofile will promptly notify County whenever an individual member of Kofile's Workforce who has access to County Systems leaves its employ or no longer requires access to County Systems. Kofile will keep a log of access when its Workforce remotely accesses County Systems. Kofile will supply County with evidence of access logs concerning remote access to County Systems upon written request from County. Such access logs will be provided to County, within three business days from the date of County's request. These requests may be used to confirm compliance with these terms and/or to investigate a security incident.
  - (F). If any member(s) of Kofile's Workforce is provided with remote access to County Systems, then Kofile's Workforce will not remotely log-in to County Systems from a public internet access device (e.g., airport computer terminal, or Internet café). This is due to the possibility of sensitive information being monitored by video or computer surveillance in public areas.
  - (G). Failure of Kofile to comply with this Section may result in Kofile and/or Kofile's Workforce losing remote access to County Systems. County reserves the right at any time to disable remote access to protect County Systems.
  - (H). For purposes of this Section, "Workforce" means employees, agents, subcontractors (where permitted), and/or other persons whose conduct, in the performance of work for Kofile, is under the direct control of Kofile, whether or not they are paid by Kofile and who have direct or incidental access to County Systems.
  - (I). For purposes of this Section, "Systems" means any: (i.) computer programs, including, but not limited to, software, firmware, application programs, operating systems, files and utilities; (ii.) supporting documentation for such computer programs, including, without limitation, input and output formats, program listings, narrative descriptions and operating instructions; (iii.) data

and/or media; (iv.) equipment, hardware, servers, and/or devices; and/or (v.) network(s).

22. **Electronic and Digital Signatures.** The parties to this Agreement agree that the electronic and/or digital signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as the use of manual signatures.

23. **Entire Agreement.** This executed instrument is understood and intended to be the final expression of the parties' agreement and is a complete and exclusive statement of the terms and conditions with respect thereto, superseding all prior agreements or representations, oral or written, and all other communication between the parties relating to the subject matter of this agreement. Any oral representations or modifications concerning this instrument shall be of no force or effect excepting a subsequent modification in writing signed by all the parties hereto.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

**[EXECUTION PAGE FOLLOWS]**

IN WITNESS WHEREOF, this Addendum is signed, accepted, and agreed to by all parties by and through the parties or their agents or authorized representatives. All parties hereby acknowledge that they have read and understood this Addendum and the attachments and exhibits hereto. All parties further acknowledge that they have executed this legal document voluntarily and of their own free will.

**FORT BEND COUNTY**

**KOFILE TECHNOLOGIES, INC.**

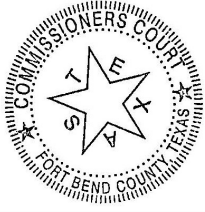
KP George  
KP George, County Judge

Zach Horn  
Zach Horn (July 31, 2025 14:42:23 CDT)  
Authorized Agent - Signature

August 12, 2025  
Date

Zach Horn  
Authorized Agent- Printed Name

ATTEST:



Laura Richard  
Laura Richard, County Clerk

Vice-President Sales  
Title

July 31, 2025  
Date

REVIEWED:

Beverley M. Green Walker  
Beverley Walker, District Clerk

**AUDITOR'S CERTIFICATE**

I hereby certify that funds in the amount of \$ 264,348.50 are available to pay the obligation of Fort Bend County within the foregoing Agreement.

Robert Ed Sturdivant  
Robert Ed Sturdivant, County Auditor

**Exhibit A: Kofile Proposal for Critical Records Management Preservation & Digitization of Case Files and Books dated May 27, 2025 and Terms and Conditions**

i:\agreements\2025 agreements\district clerk\kofile technologies inc (25-dclk-100829)\addendum to proposal.kofile (kcj - 7.1.2025) v2 7.7.2025

# **EXHIBIT A**

**Kofile Proposal for Critical Records Management Preservation  
& Digitization of Case Files and Books dated May 27, 2025  
and Terms and Conditions**

May 27, 2025

**Honorable Beverley Walker  
Ft. Bend County District Clerk**

# **Critical Records Management**

**Preservation & Digitization of  
Case Files and Books**

**SUBMITTED BY:**

Billy Gerwick  
Account Executive  
billy.gerwick@kofile.com  
(832) 373-9124

**Kofile** 

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Dear Honorable Beverley Walker,

This proposal addresses Ft. Bend District Clerk's historical records and is presented by Kofile Technologies, Inc. (Kofile). Quoted services include conservation treatments, rehousing, imaging, and indexing. Archival rehousing includes encapsulation and loose-leaf binding into Archival Recorder Binders. Note that prices for the inventory herein are good for 90 days from the date of this proposal.

Kofile Technologies, Inc. (Kofile) is uniquely qualified to complete Ft. Bend District Clerk's modernization goals by taking an innovative approach to this project to ensure a successful outcome. Kofile's basis for success is decades of experience, realistic solutions, and professional analysis. Each project is unique and deserves special attention. Our team provides realistic solutions, professional analysis, and innovative archival products to equip records stewards with the information and resources needed to preserve collections.

Kofile performs all services in accordance with the Code of Ethics & Guidelines for Practice of the American Institute for Conservation (AIC).

Preservation minimizes the chemical and physical deterioration of the page which prolongs the existence and useful life of the original format. Preservation can include removal of the original from public access, creating a security copy, treatment, stabilization, preventative care, digitization - or any maintenance or repair of the existing resource.

#### **AREAS OF CONCERN**

Sound preservation ensures accessibility to these irreplaceable and permanent documents forever.

##### *Acidic Paper*

Past papermaking utilized bleach to obtain white sheets. As a result, this paper becomes increasingly acidic as evidenced by embrittlement and yellowish-brown discoloring. Paper also embrittles when relative humidity drops or fluctuates.

##### *Acidic Ink*

Acidic inks can "eat" or "burn" through a sheet. Unmonitored temperature and relative humidity (RH) accelerate this process. Inks can also fade with exposure to UV light. Historically, iron gall inks were the standard. These inks contain sulfuric acid - which fades with time. With proper treatments, chemical breakdowns (such as acid hydrolysis) are remedied.

##### *Mechanical Damage (Use & Abuse)*

Everyday use greatly affects collections. Sheets bear signs of grime and the natural oils of hands. Exposed sheets are susceptible to damage and loss. Dirt and other pollutants can serve as ignition sources and weaken exposed paper. Exposed fragments become abused even with careful use.

##### *Binding Margin*

The binding margins of many volumes are compromised due to guillotining. In order to rebind and protect these sheets, encapsulation is the only solution. If a volume were rebound as is, without encapsulation, vital information would be lost in the binding margin.

Always question vendors if they recommend power cutters (guillotining) to dismantle sewn books. Kofile never attempts any procedure that could result in a loss of text or weaken the integrity of the paper. A sheet's binding margin should never be compromised.

### *Broken Book Block*

Once a binding fails, damage escalates. Sheets are free to drift from the protection of the book block. With exposure, fragments become abused and susceptible to loss.

### *Failing Index Stacks*

Index Books sustain the most use. Thus, they suffer greater risks of text loss and sheet deterioration. Paper strength is completely depleted from continuous use. Eventually, tabs and sheet fragments are lost. Immediate attention is required.

### *Tape & Non-Archival Adhesives*

The Library of Congress warns about the culprits of "pressure sensitive tapes—such as scotch, masking, 'invisible,' quick-release, cellophane, and even so-called 'archival' tapes"—all are unstable. These tapes and adhesives "will stain the paper and may cause inks and colors to 'bleed.' Many lose their adhesive properties and fall off with age, leaving behind a residue that is unsightly, damaging to the item and difficult to remove."

Adhesive stains lead to issues during imaging. Awarding a low-bid imaging and microfilm project may result in illegible images. To enhance image quality, conservation is essential. A conservator can remove water-based, synthetic, and pressure sensitive adhesives.

Page extenders are an inappropriate "quick fix" to a prevailing problem. To save this collection, the underlying issues causing the deterioration of the sheets' margins need correcting. The acid content of the sheet extenders only adds to the chemical breakdown of the paper's fibers.

### *Lamination Removal*

Kofile conservators address the "Laminate" process to the fullest extent possible. Conservators reverse the process and remove the laminate using a proprietary solvent solution. The possibility of removing the "Laminate" depends on careful testing at our conservation lab. In a small percentage of cases, the adhesive is resistant to the solvent solution and cannot be removed safely. Conservators will not attempt removal if the removal process will damage either the document's paper or ink. If conservators cannot remove the laminate safely, Kofile will contact Ft. Bend District Clerk directly to discuss alternatives.

### *Non-Archival Quality Materials*

The off gasses of deteriorating metals contribute to the chemical breakdown of paper. Major culprits include the metal content of book spines, the surrounding physical environment, and non-archival fasteners (such as binder clips, paper clips, and staples). These off gasses eventually destroy the fabric of the volume. Another symptom of metal oxidation is foxing, or foxlike (reddish and brown color) stains or blotches on paper.

## **TEMPERATURE & HUMIDITY MONITORING**

While temperature and limited air circulation are crucial to a document's longevity, humidity and water are the most destructive threats.

Relative Humidity (RH) refers to the amount of water vapor present in the air. Maintaining a set point of 40-45% RH is optimal, but costly. The maximum acceptable total RH variation, or operating range, is 5% on either side of this set point. RH should never exceed 55% or drop below 30%.

Temperatures above 75° F and RH higher than 60% encourage mold and other bacteria growth within 48—72 hours.

Even slight changes in temperature can double the natural aging rate of paper. In reality, temperature and RH are not consistent in a local courthouse (especially on weekends).

**Red inks**  
smear first,  
then **blue**  
inks, and  
lastly,  
**black inks.**

After exposure to water, pages adhere to one another when in a compressed environment. Separation without loss of text and water soluble inks (such as signatures) is vital. These records are extremely fragile.

The mitigation of mold or micro-organics (which can result with the introduction of water or humidity fluctuations), should only be attempted by a trained professional. Water damage can also lead to other issues such as binding failure. The necessary treatments are time consuming and require a highly skilled conservator.

Visit the Image Permanence Institute (IPI) at [www.dpcalc.org](http://www.dpcalc.org) to explore the correlation of temperature and RH on natural aging, mechanical damage, mold risk, and metal corrosion (as exemplified above). The image above is property of IPI.

### TREATMENT SPECIFICATIONS

Kofile regularly addresses historical and permanent documents, including manuscripts, typescripts, negative Photostats, tri-folds, blueprints, re-creations, plats, and maps. No treatment, repair, or maintenance is used that is not 100% reversible.

#### *Dismantle*

Original binding materials, such as threads and adhesive residues, are carefully removed. Old manuscripts often have protein-based binding adhesives such as fish, bone, or rabbit skin glues. The application of steam with specialized equipment can soften the materials that are otherwise difficult to remove. Guillotine cutters are never employed. If trimming is necessary, it is accomplished with handheld scissors or specialized shears designed for trimming fragile sheets carefully and accurately. One document is cut at a time to ensure no text is lost.

#### *Surface Cleaning*

Surface cleaning sheets removes 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. Tools include a microspatula, soft dusting brush, latex sponge, powdered vinyl eraser, or soft block eraser.

#### *Removal of Fasteners*

Kofile removes fasteners, page markers, and any metal mechanisms. Fasteners, such as binder clips, staples, paper clips, string ties, rubber bands, brads, straight pins, etc., cause damage in short periods. This includes physical damage (decreased paper strength due to punctures or distortion) and chemical damage (rust).

#### *Removal of Tape, Adhesives, Varnish, or Old Repairs*

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

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



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

If possible, water-soluble repairs are removed with water or steam. Only fully-trained, experienced, and supervised staff attempt removal of water-soluble repairs. While iron gall ink is safe for aqueous treatment, many inks may fade and compromise legibility. Extensive testing is required.

#### *Flattening and Humidification*

Improperly stored paper becomes inflexible and retains a memory of the storage position. Kofile's technicians are experienced with all methods and tools to "flatten" paper including the use of tacking irons, heat presses, and an Ultrasonic Humidification Chamber.



After careful testing, the Ultrasonic Humidification Chamber is used to correct the most fragile documents folds and bends. This significant investment, with which other private labs are rarely equipped, represents Kofile's foresight and commitment to offering the best available technology.

Mending torn paper is an art form and requires a variety of materials depending on the paper's color, tone, condition, and weight. The length of the tear(s) and the degree of embrittlement or fragmentation are also concerns. Kofile generally mends tears greater than 1/2" if the document is going to be encapsulated.

A specialized paper and paste is commonly used and all mending materials are acid free and reversible. Mending strips are cut so the edge of the paper visually integrates with the page without clashing aesthetically or historically. Fragmented edges, folds, tears, cracks, voids, and losses are all mended in this fashion. The mending paper used is strong and is transparent after application and while visible to the trained eye, it does not distract from the document.

A low-temperature, acrylic adhesive that bonds to the paper may also be used for reinforcement of damaged sheets. Kofile also constructs its own version with acid-free tissue paper and liquid acrylic adhesive. An 1848 Probate Record before and after treatment. The image to the right shows the page after deacidification, tape removal, and mending with archival tissue.



#### *Deacidification*

Deacidification is only performed after careful pH and compatibility testing. Kofile is equipped with multiple custom-built spray exhaust booths. All are routed through a HVAC system for optimum performance.

A commercially-prepared buffer solution is applied to both sides of the sheet with compressed air sprayer equipment (see right picture). The solution is non-flammable and non-toxic. The active ingredient, magnesium oxide, neutralizes acid and provides an alkaline reserve. This chemical is inert, safe, and does not degrade the sheet.



Once the buffer is applied, the paper's pH alters slowly. After de-acidification, random testing ensures an 8 pH with a deviation of no more than 2-4%.

#### *Encapsulation*

In archival encapsulation, the document floats freely and is not taped or glued to the pocket. Kofile uses SKC SH725 polyester (Polyethylene Terephthalate - PET) which is the most inert, rigid, dimensionally stable (dimstab), and strongest plastic film. Otherwise known as Mylar® Type D or Melinex® 516, it is crystal clear, smooth, odorless, and is resistant to distorting or melting in case of fire.



Each sheet is encapsulated in a 2 mil patented polyester pocket: Lay Flat Archival Polyester Pocket™, US Patent #7,943,220 B1, 5/17/2011. This pocket is welded closed on three sides, and a Reemay® strip, or spunbond polyester, statically seals out atmospheric pollutants while allowing off-gassing on the fourth side. This provides easy access to the original document without cutting the pocket (some companies weld all four sides).

This construction allows for a flat book block and reinforces the binding edge for added strength and years of service. Available in custom sizes, the Pocket dimensions will match the 'book block' dimensions with a 1½" or 1¼" binding margin.

## ARCHIVAL RECORDER BINDERS

Volumes are hand-cased at 250 pages or less and pockets are punched (on the binding edge). Books with large capacities may be split to account for the weight of the Mylar. Kofile punches pockets to any hole specifications and can repair/replace index tabs.

Kofile manufactures binder components at 1/4" incremental capacities on a per-book basis. Kofile punches sheets to any hole specifications and repair/replace index tabs as necessary. Kofile can manufacture custom binder 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.

### *Stamping*

Title stamping can follow the same format/style of the originals. A stamping sheet is sent for approval. If any titling, dates, or other information from an original volume is noted in error, Ft. Bend District Clerk is notified. Any changes are approved by Ft. Bend District Clerk. Tooling is performed with 23-karat gold foil.



### *Disaster Safe Binder™ (DSB)*

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



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

Any product that fails to operate properly or maintain its original integrity is replaced at no cost to Ft. Bend District Clerk. This is Kofile's commitment of value and service to its customers.



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

### Other DSB Features Include:

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

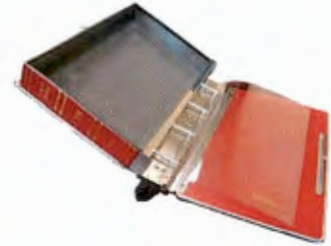
**Support to the Book Block**—The DSB is equipped with a Polyester Foam Insert, which ensures physical

support to the book block and allows library-style storage.

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

**Security Lock**—A security lock hinge protects from theft.

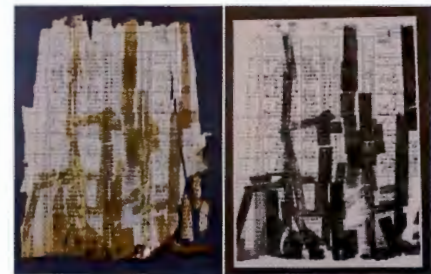
**Nonflammable & Self-Extinguishing**—With nonflammable cover boards and materials, the DSB is self-extinguishing. These proprietary features protect the contained pages in extreme temperatures.



## ARCHIVAL DIGITIZATION

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

Kofile's services are unique because materials are addressed according to their conditions and fold endurences without blind, automatic scanner feeds. Technicians are trained to handle fragile and historical documents and use the best hardware and software available. Many projects involve re-work for collections already imaged or indexed by low-bid vendors. With Kofile, images are the highest quality and are free of distortion and loss of information due to image capture.



*What would this image look like if scanned "AS IS?"*

*Imaging WITHOUT Conservation*

Kofile always defaults to U.S. National Archives and Records Administration (NARA) technical guidelines for digitization. Upon request, Kofile stores an electronic security back up of all images in case of loss, damage, or destruction by fire or natural disaster.

## IMAGING OVERVIEW

Operators observe each page during capture. For faint or illegible pages, the operator marks the page, readjusts the scanner, and employs contrast tools. If unsuccessful, the operator indicates and inserts a review form for the quality assurance team to assess. The page is marked with a "Best Possible Image Indicator" or treated with further enhancements.

Images are captured at 300 dpi at 256 bi-tonal or gray levels. This ensures the highest image quality for documents with poor contrast and difficult-to-read information. Images accumulate as Group IV bi-tonal images in a standard TIFF. Images are optimized and scaled for system output.

## IMAGE PROCESSING AND ENHANCEMENT

IMAGE PERFECT PRO is Kofile's proprietary digital SLR-based software which utilizes proprietary algorithms, critical for capturing different densities and quality levels in a collection, to provide optimal quality and uniform images. IMAGE PERFECT PRO measures each image for cropping, rotating, deskewing, and tone correction.

Kofile utilizes the Microsoft® SQL database as the underpinning for its production systems and IMAGE PERFECT PRO allows operators to interactively build and edit image processing scripts, which can be saved for batch processing. Progress tracking capabilities can identify exceptions enabling supervisors

to quickly and efficiently correct problems. This software automatically detects and compensates for scanner variances delivering consistent, high-quality output.

IMAGE PERFECT PRO enables repair of the currently displayed image without rescanning, which could compromise image integrity, and uses custom image clean-up and enhancements such as deskew, despeckle, character repair, and zonal processing to improve legibility. Kofile maintains 100% document integrity and image control with exclusive image locking capabilities. The processing procedures will not allow for information from rescanned pages to cut and paste accidentally into the incorrect page.

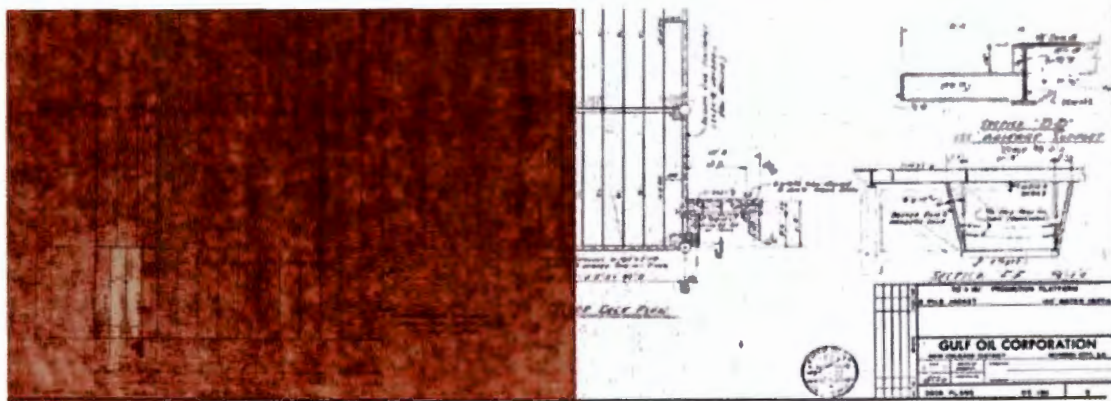
Quality Targets permit operators to view image quality at scan. Images, even those scanned on different devices, are "normalized." This software measures image quality and propagates this data through the imaging chain. Quality Targets serve as the foundation for quality assurance analysis.

Quality Targets (pictured herein) establish the baseline digital capture quality of the scanner during scanning. Therefore, Kofile can measure the digitization physics at the time of capture. IMAGE PERFECT PRO measures each image at a minimum for:

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

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

If requested, annotations are supported to allow the addition of Name, Book Type, Volume, and Page on the image. Image quality metadata is captured as part of the image header along with a secured digital signature that certifies the fidelity and integrity of every image scanned.



Examples of imaging before (L) and after (R) advanced image cleanup and enhancements.

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### *Quality Control (QC)*

Our Quality Control (QC) process ensures that all images are certified. **Each image is sight checked during QC.** Kofile technicians ensure there are no missing pages, double feeds, or added attached pages. Then every processed image is inspected, and finally, a digital inventory check is conducted before delivery. Ft. Bend District Clerk can receive an image log noting the steps employed.

### *Advanced Equipment*

Kofile can scan mixed-sized and large-format documents. Kofile employs a range of scanners to tailor imaging services to the document that requires imaging. All of scanners employ page detection to adjust for varying sizes of paper and, more importantly, thicknesses to reduce "pull-throughs" on thin papers following thick bond. Fragile documents are imaged by hand and not fed through an automated Document feeder. Kofile's technicians are trained to handle fragile documents.

## **ARCHIVAL INDEXING**

Data integrity is essential. Kofile's proprietary indexing software and keying procedures is proven 99.25% accuracy.

Prior to indexing, Kofile conducts a comprehensive assessment of Ft. Bend District Clerk's indexing specifications to ensure accurate and consistent indexes, guaranteeing quick searches for users.

During the assessment, Kofile documents established methods of indexing specific instruments, clarifying terminology, and the standards used to enter names, dates, and other basic required information. This analysis differentiates the following:

- Cross-indexed documents
- Differentiation between individual names & corporation names
- Government departments & agencies
- Alternate & alias names
- Abbreviations, titles, & naming consistency (e.g., hyphens, nos., spaces, & suffixes)

Kofile's quality control procedures (QC) ensure that managers and supervisors internally research and answer questions about any problematic process. Kofile will contact Ft. Bend District Clerk for any clarification and/or decisions needed. Client involvement demonstrates Kofile's pride in building successful professional relationships.

### *Data Entry Procedures*

Consistently keyed fields will improve document retrieval and build a dependable, searchable database. To accomplish this, two technicians separately key the same entry for every field. Software is then utilized to ensure those separate entries match. Fields that do not match are sent to a supervisor to determine the issue, after which the entry is sent to a third technician to key a final time. With this methodology, each field is blind-keyed at least twice, and up to three times.

Any amendments are communicated with Ft. Bend District Clerk via an exception list. Some exceptions are to be expected as not all records contain all fields noted. Kofile will establish rules for these abnormalities once the project commences.

## SCOPE OF SERVICES

General treatments and services are outlined in the following. Services are tailored to the needs of the specific item.

### ESTIMATED TIMELINE

The work described and agreed upon in this signed proposal is estimated to take approximately eight (8) months to complete. This timeline includes the full scope of services outlined herein, barring any unforeseen delays or mutually agreed-upon modifications.

### Preservation—Conservation Treatments, Deacidify, Encapsulate, & Bind (PRV)

- Kofile creates a permanent log (noting condition, page order, characteristics, and treatments) for each item upon receipt. Items are inspected and control numbered as necessary. A final quality check references this log.
- Dismantle volumes by hand (if applicable).
- Surface clean sheets. Tools include a microspatula, soft dusting brush, latex sponge, powdered vinyl eraser, or soft block eraser. Surface cleaning removes materials and deposits—e.g., dust, soot, airborne particulate, sediment from water damage, mold/mildew residue, active micro-organic growth, insect detritus, or biological or mineral contaminants.
- Remove any non-archival repairs, adhesives, residual glues, or fasteners to the extent possible without causing damage to paper and inks.
- Mend tears and guard burns on back side of sheets with acid free and reversible mending materials.
- Deacidify sheets (each side of each sheet) after careful testing with Bookkeepers®. This commercial solution of magnesium oxide, which neutralizes acidic inks and paper by providing an alkaline reserve (after pH and compatibility testing). Random testing ensures an 8.5 pH with a deviation of no more than  $\pm .5$ .
- Encapsulate each sheet in a Lay Flat Archival Polyester Pocket™. Each custom envelope is composed of Skyroll SH72S® Mylar and includes a patented lay flat design. Dimensions match the “book block” dimensions, with a 1¼” binding margin.
- Re-bind in custom-fitted and stamped archival quality binder. Each binder is manufactured on a per-book basis and sized to ¼” incremental capacities. This binder is available with four hubs, a gold-tooled spine, and is roller shelf-compatible. A volume may return split due to the added weight of the Mylar, depending on page count.
- A dedication/treatment report is included in each binder

### Image—Archival Image Capture, Image Processing, Clean Up, & Enhancements (IM)

- Capture images at 300 dpi at 256 gray levels, ensuring the highest quality for poor contrast and legibility. Gray-scale ensures optimum resolution for each page.
- Maps will be captured at a minimum of 300 dpi. Full color, gray scale and black and white will be determined with each document type/book.
- Images accumulate as bi-tonal images in a Group IV TIFF format.
- IMAGE PERFECT. Kofile's proprietary software, ensures the optimum image quality with custom image clean up and enhancements such as deskew, despeckle, character repair, polarity reversal, and zonal processing.
- Crop excess blank space around image. This may involve manual cropping to ensure best quality image.
- Images are named (tagged for the directory file structure) by book, volume, and page. Case files are named by case number. Plats are named by cabinet and slide

- Images are grouped (stapled) together to form documents. Cases are grouped and indexed to form documents by case number.
- If applicable, images are optimized and scaled for system output
- When multiple documents (Deeds, Birth Record, etc.) exist on a single page, images are split so that each document is viewable individually. In the case of Vitals, this service incurs additional charges. Amendments are stapled to the appropriate Certificate and indexed in place of the original Certificate.
- STITCHING: If identified, images receive stitching where necessary, such as entries that horizontally span the length of more than one page
- Ft. Bend District Clerk receives a MASTER in a medium suitable to the project size (e.g., SFTP, USB).
- Kofile can hold a security copy of all images for safekeeping.

#### *Archival Indexing (ID)*

- Key and blind re-key verify documents.
- Formatting of metadata (indexes) per the requirements of Ft. Bend District Clerk's System vendor.
- If requested, Kofile can provide a Disaster Recovery electronic offsite backup of metadata.
- Indexing fields, as applicable, and identified here.
  - Plaintiff
  - Defendant
  - Case Number
  - Date

**PROJECT PRICING**

This project is presented via TXMAS Contract No. TXMAS-23-92001. Please reference this number on the P.O. Without a signed agreement, prices are good for 90 days. All pricing is based on estimated page counts and condition. Final billing occurs on actual page counts and condition per mutually agreed upon pricing; not to exceed the P.O. without written authorization.

Ft. Bend County District Clerk								
Project Overview								
Record Series	Year/ Volume	Page Count	Format	Condition	Level of Service			Estimated Total
					PRV	IM	ID	
Historical Criminal Case Files	1800's - 1900's	2,200	M	XXP	\$24,728.00	\$2,398.00	\$252.75	\$27,378.75
Historical Criminal Case Files	1800's - 1900's	2,200	M	XXP	\$24,728.00	\$2,398.00	\$252.75	\$27,378.75
Historical Criminal Case Files	1800's - 1900's	2,200	M	XXP	\$24,728.00	\$2,398.00	\$252.75	\$27,378.75
Historical Criminal Case Files	1800's - 1900's	2,200	M	XXP	\$24,728.00	\$2,398.00	\$252.75	\$27,378.75
Historical Criminal Case Files	1800's - 1900's	2,200	M	XP	\$24,728.00	\$2,398.00	\$252.75	\$27,378.75
Historical Criminal Case Files	1800's - 1900's	2,200	M	XP	\$24,728.00	\$2,398.00	\$252.75	\$27,378.75
Historical Criminal Case Files	1800's - 1900's	2,200	M	XP	\$24,728.00	\$2,398.00	\$252.75	\$27,378.75
Historical Criminal Case Files	1800's - 1900's	2,200	M	XP	\$24,728.00	\$2,398.00	\$252.75	\$27,378.75
Historical Criminal Case Files	1800's - 1900's	1,100	M	XP	\$12,364.00	\$1,199.00	\$84.25	\$13,647.25
Historical Criminal Case Files	1800's - 1900's	1,100	M	XP	\$12,364.00	\$1,199.00	\$84.25	\$13,647.25
Index to Criminal Minutes	B	650	M	P	\$4,173.00	\$708.50	-	\$4,881.50
Medical Register	Volume 2 and 3	500	M	P	\$3,210.00	\$545.00	-	\$3,755.00
Account Volume District Clerk	-	450	M	P	\$2,889.00	\$490.50	-	\$3,379.50
Misc. Historical Book	-	800	M	P	\$5,136.00	\$872.00	-	\$6,008.00
PROJECT TOTAL					\$237,960.00	\$24,198.00	\$2,190.50	\$264,348.50

This proposal shall be governed by the terms of use found at <https://kofile.com/termsandconditions>  
 Payment Terms: Pay 25% upon inventory pick-up and two 25% payments at equal periods through the estimated production completion date, with the balance due upon project completion. Actual payment dates to be determined prior to work beginning.

**CUSTOMER ACCEPTANCE**

**KOFILE ACCEPTANCE**

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

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

\_\_\_\_\_  
 Print Name of Authorized Official

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 Print Name of Authorized Official

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 Title of Authorized Official

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 Title of Authorized Official

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Date

**PURCHASING VIA TXMAS**

Please reference Contract No. **TXMAS-23-92001** directly on the P.O. Kofile can prepare a 'Shopping Cart' in TxSmartBuy so Ft. Bend District Clerk can complete this purchase.

STATE OF TEXAS CO-OP MEMBER LISTING FOR Ft. Bend District Clerk

LINK	<a href="https://www.txsmartbuy.com/member_search/484">https://www.txsmartbuy.com/member_search/484</a>
CO-OP #	C0790
Contact	CHERYL KREJCI; cheryl.krejci@fortbendcountytexas.gov
Expiration	11/4/2025

Ft. Bend District Clerk is billed using the following TXMAS line items:

TXMAS BILLING LINE ITEMS						
Part No.	NIGP	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	LINE TOTAL
PRV701	96272	Record Book Preservation by Page	Page	\$6.42	2,400	\$15,408.00
PRV703	96272	Case File Preservation by Page	Page	\$11.24	19,800	\$222,552.00
IMG702	92030	Archival Imaging of Unbound Positive / Manuscript	Page	\$1.09	2,400	\$2,616.00
IMG705	92030	Archival Imaging of Case File / Manuscript or Tri-Fold	Page	\$1.09	19,800	\$21,582.00
IND705	92021	Backfile Archival Indexing of Case Files	Doc.	\$3.37	650	\$2,190.50
					TOTAL	\$264,348.50

## ACCESSIBILITY OF RECORDS

Records held at Kofile are maintained as private and confidential material. Ft. Bend District Clerk is guaranteed access to records via email or toll-free fax at our expense. Upon receipt of a records request, Kofile will flag the requested record and verify inventory control, pull supporting paperwork, and email/fax a response to the approved requester or alternate. The turnaround time for a records request will meet or exceed requirements.

Please note that all records (including volumes, documents, digital images, metadata or microfilm) serviced by Kofile shall remain the property of Ft. Bend District Clerk. This policy applies to any agreement, verbal or written, between Ft. Bend District Clerk and Kofile.

The records are not used by Kofile other than in connection with providing the services pursuant to any agreement between Kofile and Ft. Bend District Clerk. The records are not commercially exploited by or on behalf of Kofile, its employees, officers, agents, invitees or assigns, in any respect.

Please let me know if you have any questions. We look forward to serving Ft. Bend District Clerk and to working together for the preservation and access of its public and historical assets.

Sincerely,

Billy Gerwick

*Billy Gerwick*

c: (832) 373-9124

e: billy.gerwick@kofile.com

rac



6300 Cedar Springs Road, Dallas , TX, 75235

QUOTE DATE: 5/23/2025  
EXPIRATION DATE: 8/21/2025

QUOTE: Q-00804  
PO #:  
SALES ORDER #: 11917356  
OPPORTUNITY #: P319515

### Kofile Proposal

#### Customer Information

Customer: Fort Bend District Clerk | TX

Billing Terms: Kofile will invoice 50% of the total proposed estimate upon first pickup of any inventory. The remaining balance will be invoiced upon the earlier of thirty (30) days after completion or delivery. Proposal pricing from Kofile is a good-faith estimate based upon information provided to or understood by Kofile. Actual pricing may vary based upon the actual quantity or condition of records.

Billing Address: 301 Jackson St. Rm. 101 Richmond, Texas 77469

Shipping Address: 301 Jackson St. Rm. 101 Richmond, Texas 77469

<u>Primary Contact</u>	
<u>Name</u>	Beverley Walker
<u>Title</u>	District Clerk
<u>Telephone</u>	281) 633-7632
<u>Email</u>	beverley.walker@fortbendcountytexas.gov

<u>Kofile Sales Rep</u>	
<u>Name</u>	Billy Gerwick
<u>Address</u>	6300 Cedar Springs Road, Dallas , TX, 75235
<u>Telephone</u>	(832) 373-9124
<u>Email</u>	billy.gerwick@kofile.com

Dear Beverley Walker,

This proposal addresses Fort Bend District Clerk | TX's critical records and is presented by Kofile Technologies, Inc. {Kofile}. Note that prices for the inventory herein are good for 90 days from the date of this proposal. Critical Records Management is a modern approach to addressing diverse public records requirements. Kofile is trusted by over 3,000 government agencies as a consultant and partner and is the only supplier that offers this full suite of products and services. Kofile performs all services in accordance with the Code of Ethics & Guidelines for Practice of the American Institute Conservation (AIC).

## SCOPE OF SERVICES

General treatments and services are outlined in the following. Services are tailored to the needs of the specific item.

Record Series	Service	Part No.	NIGP	Scope of Work
Historical Case Files	Trifold Preservation with Binder	PRV703	96272	<ul style="list-style-type: none"> <li>• Separate case files by hand into singular sheets.</li> <li>• Flatten sheets using tacking irons, heat presses, or an Ultrasonic Humidification Chamber.</li> <li>• Surface clean sheets according to in accordance with the Code of Ethics &amp; Guidelines for Practice of the American Institute for Conservation (AIC).</li> <li>• Deacidify sheets with Kofile's proprietary solution Bookkeepers®.</li> <li>• Encapsulate each sheet in Kofile's proprietary Lay Flat Archival Polyester Pocket™.</li> <li>• Re-bind in custom archival quality binder (Heritage Recorder Binder or Kofile's proprietary Disaster-Safe Binder). A volume may return split due to the added weight of the Mylar.</li> </ul>
Historical Case Files	Trifold Imaging			<ul style="list-style-type: none"> <li>• Flatten sheets using tacking irons, heat presses, or an Ultrasonic Humidification Chamber.</li> <li>• Capture images at 300 dpi at 256 gray levels, ensuring the highest quality for poor contrast and legibility. Gray-scale ensures optimum resolution for each page.</li> <li>• Images accumulate as bi-tonal images in a format to load to the client's record-keeping system. (Please note that uploading to a system incurs an additional charge.)</li> <li>• Capture verification.</li> <li>• IMAGE PERFECT, Kofile's proprietary software, ensures the optimum image quality with custom image clean up and enhancements such as deskew, despeckle, character repair, polarity reversal, and zonal processing.</li> <li>• Crop excess blank space around image. This may involve manual cropping to ensure best quality image.</li> <li>• Documents for one case file are group, and the images are named (tagged for the directory file structure) by case file number.</li> <li>• Client receives a master in a medium suitable to the project size (e.g., SFTP, USB).</li> <li>• Kofile can hold a security copy of all images for safekeeping, if requested.</li> </ul>
Case files	Standard Indexing	IND705	92021	<ul style="list-style-type: none"> <li>• Key and blind re-key verify documents.</li> <li>• Formatting of metadata (indexes) per the requirements of the client's record keeping vendor.</li> <li>• If requested, Kofile can provide a Disaster Recovery electronic offsite backup of metadata.</li> <li>• Indexing fields, as applicable, and identified here: •</li> </ul>

Record Series	Service	Part No.	NIGP	Scope of work
Index to Criminal Minutes	Book Preservation	PRV701	96272	<ul style="list-style-type: none"> <li>• Inspect and log each item upon receipt.</li> <li>• Disbind volumes by hand (Kofile does not guillotine volumes to separate pages).</li> <li>• Flatten sheets using tacking irons, heat presses, or an Ultrasonic Humidification Chamber.</li> <li>• Surface clean sheets according to in accordance with the Code of Ethics &amp; Guidelines for Practice of the American Institute for Conservation (AIC).</li> <li>• Remove any non-archival repairs, adhesives, residual glues, fasteners, or lamination to the extent possible without causing damage to paper and inks.</li> <li>• Mend tears and guard burns on back side of sheets with acid free and reversible mending materials.</li> <li>• Deacidify sheets with Kofile's proprietary solution Bookkeepers®.</li> <li>• Encapsulate each sheet in Kofile's proprietary Lay Flat Archival Polyester Pocket™.</li> <li>• Re-bind in custom archival quality binder (Heritage Recorder Binder or Kofile's proprietary Disaster-Safe Binder). A volume may return split due to the added weight of the Mylar.</li> </ul>
Medical Register	Book Preservation	PRV701	96272	<ul style="list-style-type: none"> <li>• Inspect and log each item upon receipt.</li> <li>• Disbind volumes by hand (Kofile does not guillotine volumes to separate pages).</li> <li>• Flatten sheets using tacking irons, heat presses, or an Ultrasonic Humidification Chamber.</li> <li>• Surface clean sheets according to in accordance with the Code of Ethics &amp; Guidelines for Practice of the American Institute for Conservation (AIC).</li> <li>• Remove any non-archival repairs, adhesives, residual glues, fasteners, or lamination to the extent possible without causing damage to paper and inks.</li> <li>• Mend tears and guard burns on back side of sheets with acid free and reversible mending materials.</li> <li>• Deacidify sheets with Kofile's proprietary solution Bookkeepers®.</li> <li>• Encapsulate each sheet in Kofile's proprietary Lay Flat Archival Polyester Pocket™.</li> <li>• Re-bind in custom archival quality binder (Heritage Recorder Binder or Kofile's proprietary Disaster-Safe Binder). A volume may return split due to the added weight of the Mylar.</li> </ul>
Account Volume District Clerk	Book Preservation	PRV701	96272	<ul style="list-style-type: none"> <li>• Inspect and log each item upon receipt.</li> <li>• Disbind volumes by hand (Kofile does not guillotine volumes to separate pages).</li> <li>• Flatten sheets using tacking irons, heat presses, or an Ultrasonic Humidification Chamber.</li> <li>• Surface clean sheets according to in accordance with the Code of Ethics &amp; Guidelines for Practice of the American Institute for Conservation (AIC).</li> <li>• Remove any non-archival repairs, adhesives, residual glues, fasteners, or lamination to the extent possible without causing damage to paper and inks.</li> <li>• Mend tears and guard burns on back side of sheets with acid free and reversible mending materials.</li> <li>• Deacidify sheets with Kofile's proprietary solution Bookkeepers®.</li> <li>• Encapsulate each sheet in Kofile's proprietary Lay Flat Archival Polyester Pocket™.</li> <li>• Re-bind in custom archival quality binder (Heritage Recorder Binder or Kofile's proprietary Disaster-Safe Binder). A volume may return split due to the added weight of the Mylar.</li> </ul>

Record Series	Service	Part No.	NIGP	Scope of Work
Misc. Historical Book	Book Preservation	PRV701	96272	<ul style="list-style-type: none"> <li>• Inspect and log each item upon receipt.</li> <li>• Disbind volumes by hand (Kofile does not guillotine volumes to separate pages).</li> <li>• Flatten sheets using tacking irons, heat presses, or an Ultrasonic Humidification Chamber.</li> <li>• Surface clean sheets according to in accordance with the Code of Ethics &amp; Guidelines for Practice of the American Institute for Conservation (AIC).</li> <li>• Remove any non-archival repairs, adhesives, residual glues, fasteners, or lamination to the extent possible without causing damage to paper and inks.</li> <li>• Mend tears and guard burns on back side of sheets with acid free and reversible mending materials.</li> <li>• Deacidify sheets with Kofile's proprietary solution Bookkeepers®.</li> <li>• Encapsulate each sheet in Kofile's proprietary Lay Flat Archival Polyester Pocket™.</li> <li>• Re-bind in custom archival quality binder (Heritage Recorder Binder or Kofile's proprietary Disaster-Safe Binder). A volume may return split due to the added weight of the Mylar.</li> </ul>
Index to Criminal Minutes	Archival Imaging	IMGP702	92030	<ul style="list-style-type: none"> <li>• Capture images at 300 dpi at 256 gray levels, ensuring the highest quality for poor contrast and legibility. Gray-scale ensures optimum resolution for each page.</li> <li>• Images accumulate as bi-tonal images in a format to load to the client's record-keeping system. (Please note that uploading to a system incurs an additional charge.)</li> <li>• Capture verification.</li> <li>• IMAGE PERFECT, Kofile's proprietary software, ensures the optimum image quality with custom image clean up and enhancements such as deskew, despeckle, character repair, polarity reversal, and zonal processing.</li> <li>• Crop excess blank space around image. This may involve manual cropping to ensure best quality image.</li> <li>• Images are named (tagged for the directory file structure) by book, volume, and page.</li> <li>• Images are grouped (stapled) together to form documents.</li> <li>• If applicable, images are optimized and scaled for system output.</li> <li>• When multiple documents (Deeds, Birth Record, etc.) exist on a single page, images are split so that each document is viewable individually. In the case of Vitals, this service incurs additional charges. Amendments are stapled to the appropriate Certificate and indexed in place of the original Certificate.</li> <li>• Stitching: If identified, images receive stitching where necessary, such as entries that horizontally span the length of more than one page.</li> <li>• Client receives a master in a medium suitable to the project size (e.g., SFTP, USB).</li> </ul>

Record Series	Service	Part No.	NIGP	Scope of Work
Medical Register	Archival Imaging	IMGP702	92030	<ul style="list-style-type: none"> <li>• Capture images at 300 dpi at 256 gray levels, ensuring the highest quality for poor contrast and legibility. Gray-scale ensures optimum resolution for each page.</li> <li>• Images accumulate as bi-tonal images in a format to load to the client's record-keeping system. (Please note that uploading to a system incurs an additional charge.)</li> <li>• Capture verification.</li> <li>• IMAGE PERFECT, Kofile's proprietary software, ensures the optimum image quality with custom image clean up and enhancements such as deskew, despeckle, character repair, polarity reversal, and zonal processing.</li> <li>• Crop excess blank space around image. This may involve manual cropping to ensure best quality image.</li> <li>• Images are named (tagged for the directory file structure) by book, volume, and page.</li> <li>• Images are grouped (stapled) together to form documents.</li> <li>• If applicable, images are optimized and scaled for system output.</li> <li>• When multiple documents (Deeds, Birth Record, etc.) exist on a single page, images are split so that each document is viewable individually. In the case of Vitals, this service incurs additional charges. Amendments are stapled to the appropriate Certificate and indexed in place of the original Certificate.</li> <li>• Stitching: If identified, images receive stitching where necessary, such as entries that horizontally span the length of more than one page.</li> <li>• Client receives a master in a medium suitable to the project size (e.g., SFTP, USB).</li> </ul>

Record Series	Service	Part No.	NIGP	Scope of Work
Account Volume District Clerk	Archival Imaging	IMGP702	92030	<ul style="list-style-type: none"> <li>• Capture images at 300 dpi at 256 gray levels, ensuring the highest quality for poor contrast and legibility. Gray-scale ensures optimum resolution for each page.</li> <li>• Images accumulate as bi-tonal images in a format to load to the client's record-keeping system. (Please note that uploading to a system incurs an additional charge.)</li> <li>• Capture verification.</li> <li>• IMAGE PERFECT, Kofile's proprietary software, ensures the optimum image quality with custom image clean up and enhancements such as deskew, despeckle, character repair, polarity reversal, and zonal processing.</li> <li>• Crop excess blank space around image. This may involve manual cropping to ensure best quality image.</li> <li>• Images are named (tagged for the directory file structure) by book, volume, and page.</li> <li>• Images are grouped (stapled) together to form documents.</li> <li>• If applicable, images are optimized and scaled for system output.</li> <li>• When multiple documents (Deeds, Birth Record, etc.) exist on a single page, images are split so that each document is viewable individually. In the case of Vitals, this service incurs additional charges. Amendments are stapled to the appropriate Certificate and indexed in place of the original Certificate.</li> <li>• Stitching: If identified, images receive stitching where necessary, such as entries that horizontally span the length of more than one page.</li> <li>• Client receives a master in a medium suitable to the project size (e.g., SFTP, USB).</li> </ul>

Record Series	Service	Part No.	NIGP	Scope of Work
Misc. Historical Book	Archival Imaging	IMGP702	92030	<ul style="list-style-type: none"> <li>• Capture images at 300 dpi at 256 gray levels, ensuring the highest quality for poor contrast and legibility. Gray-scale ensures optimum resolution for each page.</li> <li>• Images accumulate as bi-tonal images in a format to load to the client's record-keeping system. (Please note that uploading to a system incurs an additional charge.)</li> <li>• Capture verification.</li> <li>• IMAGE PERFECT, Kofile's proprietary software, ensures the optimum image quality with custom image clean up and enhancements such as deskew, despeckle, character repair, polarity reversal, and zonal processing.</li> <li>• Crop excess blank space around image. This may involve manual cropping to ensure best quality image.</li> <li>• Images are named (tagged for the directory file structure) by book, volume, and page.</li> <li>• Images are grouped (stapled) together to form documents.</li> <li>• If applicable, images are optimized and scaled for system output.</li> <li>• When multiple documents (Deeds, Birth Record, etc.) exist on a single page, images are split so that each document is viewable individually. In the case of Vitals, this service incurs additional charges. Amendments are stapled to the appropriate Certificate and indexed in place of the original Certificate.</li> <li>• Stitching: If identified, images receive stitching where necessary, such as entries that horizontally span the length of more than one page.</li> <li>• Client receives a master in a medium suitable to the project size (e.g., SFTP, USB).</li> </ul>

## PROJECT PRICING

This project is presented via TXMAS Contract No. TXMAS-23-92001. Please reference this number on the P.O. Without a signed agreement, prices are good for 90 days. All pricing is based on estimated page counts and condition. Final billing occurs on actual page counts and condition per mutually agreed upon pricing; not to exceed the P.O. without written authorization.

Record Series	Volume(s)	Total # of Inventory	UOM	Total Estimated Quantity	Service	Estimated Total
Historical Case Files	Boxes	10	Per Page	19,800	Trifold Preservation with Binder	\$222,552.00
Historical Case Files	Boxes	10	Per Image	19,800	Trifold Imaging	\$21,582.00
Case files	10	1	Per Doc	650	Standard Indexing	\$2,190.50
Index to Criminal Minutes	B	1	Per Page	650	Book Preservation	\$4,173.00

Record Series	Volume(s)	Total # of Inventory	UOM	Total Estimated Quantity	Service	Estimated Total
Medical Register	2 and 3	1	Per Page	500	Book Preservation	\$3,210.00
Account Volume District Clerk	1	1	Per Page	450	Book Preservation	\$2,889.00
Misc. Historical Book	1	1	Per Page	800	Book Preservation	\$5,136.00
Index to Criminal Minutes	B	1	Per Image	650	Archival Imaging	\$708.50
Medical Register	2 and 3	1	Per Image	500	Archival Imaging	\$545.00
Account Volume District Clerk	1	1	Per Image	450	Archival Imaging	\$490.50
Misc. Historical Book	1	1	Per Image	800	Archival Imaging	\$872.00
<b>TOTAL:</b>						<b>\$264,348.50</b>

Net Total: \$264,348.50

Terms and Conditions: TXMAS - This project is presented via TXMAS Contract No. TXMAS-23-92001. Please reference Contract No. TXMAS-23-92001 directly on the P.O. Kofile can prepare a 'Shopping Cart' in TxSmartBuy so Fort Bend District Clerk | TX can complete this purchase. This proposal shall be governed by the terms of use found at <https://kofile.com/termsandconditions>

Billing Terms: Kofile will invoice 50% of the total proposed estimate upon first pickup of any inventory. The remaining balance will be invoiced upon the earlier of thirty (30) days after completion or delivery. Proposal pricing from Kofile is a good-faith estimate based upon information provided to or understood by Kofile. Actual pricing may vary based upon the actual quantity or condition of records.

Customer Acceptance	Kofile Acceptance
<hr/>	<i>Billy Gerwick</i> <hr/>
Signature of Authorized Official	Signature of Authorized Official
<hr/>	<b>Billy Gerwick</b> <hr/>
Print Name of Authorized Official	Print Name of Authorized Official
<hr/>	<b>Account Executive</b> <hr/>
Title of Authorized Official	Title of Authorized Official
<hr/>	<b>5-23-25</b> <hr/>
Date	Date



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# Terms & Conditions

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Please click [here](#) for prior version dated May 25, 2022[Resources](#)**Last Revised Date May 15, 2024**[Stories](#)

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 a 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. Agreement

Agreement means the contract between a Customer and Kofile consisting of these Terms and any proposal, purchase order, or sales order (“Proposal”) signed by a Customer which incorporates these Terms. Except as agreed to in writing by the Parties, the Agreement does not include any other terms and conditions included in any purchase orders or other documents related to the Proposal made or accepted by the Customer. In the event there are conflicting terms between the Terms and Proposal, these Terms will control unless the Proposal expressly states a provision (or provisions) has priority over these Terms.

### 2. 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 Proposal or as otherwise agreed in writing by the parties.

### 3. Term

The Agreement will become effective on the date (“Effective Date”) the Proposal is fully signed by an authorized representative of both parties and will remain in effect for the term identified in the Proposal (“Initial Term”). If no term is identified in the Proposal, the Agreement will remain in effect until any of the following occurs: a) delivery of all products(s), b) completion and acceptance by Customer of Services; c) termination by either party; or d) as outlined in the QuickLink Addendum when applicable.

#### 4. Termination

Except as set forth herein, 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. 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.

#### 5. Fees and Payment Terms

1. **Fees.** Customer will timely pay all undisputed amounts required under the Agreement.
2. **Estimated Fees.** Kofile's Proposal pricing may include estimated total pricing provided to Customer as a good faith estimate of total cost. Estimated pricing is based upon estimates of the condition and quantity of pages and records provided to or understood by Kofile at the time of the Proposal. Unless expressly indicated otherwise in a Proposal, actual cost for Services is based upon the unit price for the Service(s) multiplied by the actual number of pages or records as determined during the performance of the project. As a result, actual cost may vary from estimated pricing. Kofile will not exceed the estimated pricing without Customer's prior written authorization
3. **Storage.** In the event Customer does not or cannot accept delivery of original or restored records within sixty (60) days of notice from Kofile of its intent to deliver, Kofile reserves the right to charge, and Customer agrees to pay, a reasonable monthly storage fee which may include storage at a third-party facility.
4. **Payment Terms.** Unless otherwise provided for in the Proposal payment of all fees is due in full upon the Effective Date of the Agreement. When an Order provides for payment upon completion of work, full or partial, invoicing will occur on the earlier of thirty (30) days from completion of the work or actual delivery of the work. Customer will pay all invoiced amounts due within thirty (30) days of the date on the applicable invoice. Customer is responsible for providing complete and current billing and contact information.
5. **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 outlining Customer's tax-exempt status. Kofile is responsible for taxes assessed against Kofile based on its income, property, or employees.
6. **Non-Payment.** 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 balance. Kofile will provide prior notice of a suspension of Service(s) pursuant to this Section.
7. **Data Extracts and Loads.** Customer may be required to extract or load data to or from its technology environment for Kofile to perform certain services such as indexing. Customer will

coordinate data transfers with any of Customer's third-party provider(s) and will be responsible for any of those provider's related third-party fees. Solutions ▾

## 6. Appropriation

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The obligations of Customer under the Agreement are expressly contingent upon the availability of funding. In the event Customer is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding for the Service or a substitute service, Customer may terminate this Agreement by written notice to Kofile. Notwithstanding the foregoing, Customer is responsible for and shall pay for all Services performed up to and including the date of termination.

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## 7. 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") asserted by a third-party and arising directly out of Kofile's willful misconduct or 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.

## 8. Limitation of Liability

EXCEPT FOR FEES DUE UNDER THIS AGREEMENT OR CUSTOMER'S VIOLATION OF SECTION 2 (INTELLECTUAL PROPERTY) OF THE QUICKLINK ADDENDUM, NEITHER PARTY WILL 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.

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.

## 9. Insurance

Kofile shall maintain in full force and effect, for the term of this Agreement, the following types of insurance: (a) Commercial General Liability insurance of not less than \$2,000,000.00 each occurrence, and \$2,000,000.00 in the aggregate, (b) Automobile Liability insurance of not less than \$2,000,000.00 combined single limit, (c) Errors and Omissions Liability insurance of not less than \$5,000,000.00, including coverage for Cyber/Privacy; and (d) Workers' Compensation insurance meeting or exceeding the statutory requirements. A Certificate of Insurance

confirming these coverages and limits will be provided to Customer upon request. Customer will be listed as an additional insured on the commercial general liability and automobile coverage policies solely to the extent (a) of the required insurance limits and (b) of the risks and liabilities assumed by Kofile in this Agreement. Kofile shall cause its insurer to furnish to Customer future certificate(s) evidencing the insurance described herein at any time upon request. Kofile will provide Customer with no less than thirty (30) days' notice of any material change, notice of non-renewal or cancellation.

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## 10. Confidentiality

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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 except as required by law to be disclosed. Customer will provide Kofile sufficient notice of any public records request pertaining to Kofile confidential information to allow Kofile time to identify to Customer any applicable exemptions to disclosure for Customer's consideration.

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

2. 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.

## 11. Customer Property

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.

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## 12. Service Warranty

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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.

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EXCEPT FOR THE SERVICE WARRANTY PROVIDED IN SECTION 12 ABOVE OR SECTION 5 OF THE QUICKLINK ADDENDUM, THE GOODS AND SERVICES ARE PROVIDED ON AN “AS-IS” AND “AS AVAILABLE” BASIS. 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.

**13. QuickLink® Subscription.** If the Proposal provides for the provision of a subscription to QuickLink the terms and conditions in the QuickLink Addendum (below) apply and are incorporated into this Agreement. The QuickLink addendum will control in the event they conflict with these Terms.

## 14. General

1. 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 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.
2. Relationship. The parties are independent contractors, and this Agreement does not create a partnership, franchise, joint venture, agency, or employment relationship between the parties.
3. 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.

4. **Notices.** All notices to Customer will be sent to the address identified in the Proposal. Notices to Kofile will be sent to the following address:

6300 Cedar Springs Road

Dallas, Texas 75235

Attention: Legal Department

[Kofile@Legal.com](mailto:Kofile@Legal.com)

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All notices must be made either via e-mail, conventional mail, or overnight courier. Notice sent via conventional mail, using registered mail, is deemed received four (4) business days after mailing. Notice sent via e-mail or overnight courier is deemed received twenty-four (24) hours after having been sent.

5. **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.

6. **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.

7. **Survival.** Unless otherwise provided elsewhere in the Agreement, the following provisions shall survive termination or expiration of the Agreement: 5 (Payment Terms), 7 (Indemnification), 8 (Limitation of Liability), 10 (Confidentiality), 11 (Customer Property), 12 (Service Warranty), and 14 (General).

8. **Severability.** If any provision of this Agreement is determined to be illegal or invalid, they will be severed from the remainder of this Agreement without affecting the enforceability of the remaining portions.

9. **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.

10. **Modification of Terms.** The Agreement may not be amended or modified except in writing and signed by both parties to the Agreement.

11. **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.

12. **Entire Agreement.** The Proposal and these Terms constitute the entire Agreement between the parties regarding the provision of Services and supersedes all prior agreements, representations, arrangements and understandings, whether oral or written, express or implied, with respect to the subject matter.

**QuickLink© Subscription Addendum**

**Terms of Use**

**Last Revised May 15, 2024**

The following Terms of Use (“TOU”) apply to a Customer’s use of QuickLink and any new features that augment or enhance the current version of QuickLink, including the release of new features and resources. Customer agrees to use the Service at its own risk and understands Kofile is not responsible for the data or content provided by Customer or any of Customer’s Users.

**1. Subscription to the Services.**

1. Subject to the terms of the Agreement and provided Customer is current on its fees under the Agreement, Kofile grants, and Customer hereby accepts, a nonexclusive, nontransferable, revocable subscription to access QuickLink during the Term of the Agreement (the “Subscription”). QuickLink is a cloud-based service. Customer understands it will not receive any software to download or a license to use QuickLink. Customer’s Subscription authorizes Customer to access and use QuickLink which remains in the cloud. The Subscription provided is only for the use of Customer. Customer may only allow its personnel (employees or agents) to have administrative access to the Service who are authorized to use the platform and, as applicable, have registered for an account and understand and agree to these TOU (“Authorized Users”). Customer may also allow non-administrative access to the platform to its customers, constituents, and other members of the public (hereinafter “End Users”) solely for purposes consistent with Customer’s use of the Service. Customer is responsible for the acts and omissions of its personnel and Authorized Users.

2. Customer is prohibited from and agrees not to, and will not allow its Authorized Users, under any circumstances to (i) license, sublicense, sell, resell, transfer, assign, distribute, or otherwise commercially exploit or make available to any third party, except as provided for herein, the Service or the content in any way; (ii) modify or make derivative works based upon the Service or the content; (iii) create Internet “links” to the Service or “frame” or “mirror” any content on any other server or wireless or Internet-based device; or (iv) reverse engineer or access the Service in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of the Service, or (c) copy any ideas, features, functions or

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graphics of the Service. Any and all rights not expressly granted hereby to the Customer are reserved by Kofile.

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3. QuickLink may not be used in any way (i) that is illegal or promotes illegal activities or in a manner that might be libelous or defamatory or otherwise malicious or harmful to any person or entity, or discriminatory based on race, sex, religion, ~~nationality~~, disability, sexual orientation, or age or is otherwise indecent (ii) to send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortuous material, including material harmful to children or violative of third party privacy rights; (iii) to send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; or (iv) to interfere with or disrupt the integrity or performance of the Service or the data contained therein.

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If Customer or any of its Users violate these TOU, Kofile reserves the right, in our sole discretion, to suspend or terminate Customer's Subscription with or without advance notice. If Kofile learns that data stored by or for the Customer and/or an Authorized User is in violation of any law, infringes third party rights or violates these TOU, Kofile may immediately bar access to such data without prior notice. The Customer shall be promptly notified by Kofile of any such action under this provision. Each Authorized User must keep their account and passwords confidential and not authorize any third party to access or use the Service on their behalf unless Kofile provided an approved mechanism for such use. Customer must contact Kofile promptly if Customer suspects misuse of the account or any security breach with the Service. Customer is responsible for all activities that take place with its account and password and login information. Kofile is not responsible for any loss or damages arising from any unauthorized use of Customer's account due to a violation of this paragraph.

## 2. Intellectual Property Rights.

Kofile alone (and its licensors, where applicable) shall own all right, title and interest, including all related intellectual property rights, in and to the QuickLink technology, the content, the Service, and any suggestions, ideas, enhancement requests, feedback, recommendations or other information (collectively, "Feedback") provided by Customer or any other party relating to QuickLink. Customer and Users hereby assign and agree to assign all rights, including copyright and other intellectual property rights, in and to such Feedback to Kofile. This Agreement is not a sale and does not convey to Customer any rights of ownership in or related to the Service, or its intellectual property rights.

All copyrights and/or other intellectual property rights, title and interests in a) software on which the Service is based and made available to the Customer and/or User, b) workflow processes, user interfaces, designs, source codes or other software components of the Service, c) content of Service including text and graphics, excluding Customer Data, d) trademarks, names or marks are the sole property of Kofile, and/or third parties having granted Kofile license for its use, and the Customer and/or User shall gain no rights to those intellectual property rights other than the limited, revocable, non-assignable, right of use as stipulated in

this Agreement. The Customer and/or User retain all intellectual property rights regarding data submitted by Customer and/or Authorized Users. Solutions ▾

**3. Term.** Except as otherwise provided for in a Proposal, the QuickLink subscriptions are on an annual basis. Customer will have fifteen (15) calendar days to test and accept its QuickLink site in a test environment. Customer's annual subscription will begin upon the earlier of Customer's acceptance or the test period's expiration except if Customer gives notice to Kofile of a defect which materially impacts Customer's ability to use the subscription. Kofile will remedy any defect(s) and the testing and acceptance process will be repeated. QuickLink subscriptions will automatically renew for additional one-year periods unless a party provides sixty (60) days prior written notice of its intent not to renew. Either party may terminate the QuickLink subscription for a material breach of this Agreement if, after providing fourteen (14) days' written notice of the breach, it remains uncured. Resources Stories Company Contact

**4. Customer Data** means all the Customer records or Customer-originated content that is entered, uploaded, and in some instances stored in the QuickLink platform ("Customer Data"). Kofile is not granted any ownership right in Customer Data. Customer has sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use any and all Customer Data that Customer or its Authorized Users provide or submit. Customer represents and warrants that for any individually identifying information or data provided by Customer or its Users, Customer and/or Users have obtained all necessary consents and /or permissions to collect and share such information with Kofile and to permit Kofile's use of such individually identifying information in the course of providing the Service.

The Service is hosted either by Kofile or a cloud provider of Kofile's choice. All data stored as part of the Service is backed-up no less than hourly. If a Customer experiences loss of Customer Data, Kofile will, as our exclusive responsibility and liability, use commercially reasonable efforts to promptly restore data from the most recent working backup. Kofile is not liable for any loss of Customer Data and Customer should maintain its own records and copies of Customer Data.

**5. Service Availability Level and Disclaimer.** Service Availability Level. Kofile will use commercially reasonable efforts to provide 99.5% Application Availability measured per calendar quarter (the "Reporting Period"). Application Availability is measured monthly by subtracting from 100% the total percentage of 5-minute periods during the Reporting Period for which there is no external connectivity and the Subscription Services do not respond to data requests ("unavailability"), unless such unavailability results from an Exclusion. This Service Availability Level warranty is the sole and exclusive warranty with respect to the QuickLink service.

"Exclusions" mean Planned Maintenance (defined below), interruptions or delays in providing the Subscription Services resulting from telecommunications or Internet service provider failures or any third party's acts, errors or omissions or any systems not provided by Kofile,

including computer, telecommunications, internet service provider or hosting facility failures or delays involving hardware, software or power systems not within Kofile's possession or reasonable control, and denial of service attacks against internet infrastructure providers ("DDOS").

Planned Maintenance means those times Kofile will require that business critical components of the system be taken offline for deployment of releases, latest security patches, or applying network/infrastructure changes for service improvement or maintenance. Kofile will make all reasonable efforts to not perform any Planned Maintenance during Business Hours. Kofile will provide reasonable advance notice of any Planned Maintenance.

CUSTOMER ACKNOWLEDGES THE QUICKLINK SERVICE IS DESIGNED TO PROVIDE ACCESS TO IMAGES OF COUNTY RECORDS AND THEREFORE RELIES UPON THE AVAILABILITY AND QUALITY OF CUSTOMER'S RECORDS AND IMAGES. AS A RESULT, EXCEPT FOR THE SERVICE AVAILABILITY SET FORTH IN THIS SECTION, THE QUICKLINK SERVICE IS PROVIDED ON AN "AS-IS' AND AS-AVAILABLE" BASIS, AND KOFILE EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES OF ANY KIND WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ALL WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. KOFILE MAKES NO WARRANTY THE QUICKLINK SERVICE WILL MEET CUSTOMER'S OPERATIONAL OR LEGAL REQUIREMENTS, WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, OR ERROR-FREE BASIS, OR WILL BE COMPLETE. IF APPLICABLE LAW REQUIRES ANY WARRANTIES WITH RESPECT TO THE QUICKLINK SERVICE, ALL SUCH WARRANTIES ARE LIMITED IN DURATION TO NINETY (90) DAYS FROM THE DATE OF FIRST USE.

## 6. Customer Support and Maintenance.

1. Support. As part of the Subscription, Kofile will provide Support for Customer. Support resources are available via e-mail or phone from 8 AM to 5 PM Central Time, Monday through Friday, excluding holidays.
2. Maintenance. QuickLink is a cloud-hosted solution where maintenance and improvements are being rolled out to the QuickLink platform as they are developed. While some of these improvements enhance the user experience and are noticeable changes to the platform, others are performance related and work behind the scenes. The Subscription includes access to these improvements as well as continued maintenance to the Service.

**7. Third-Party Services.** The QuickLink service contains certain optional functionality that requires Customer to obtain additional third-party services or technology ("Third-Party Software"). This may include payment processing, record certification, and other services. Customer understands and agrees, that while QuickLink can be configured to include these services, the Customer's use of the Third-Party Software shall be and is governed by the relevant terms and conditions between Customer and the provider of the Third-Party Software and may require Customer to enter into an agreement directly with them. Kofile makes no

representations or warranty regarding Third-Party Software except that Kofile has the right to use or provide the Third-Party Software in conjunction with providing QuickLink.

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# 202507.\_Kofile\_FtBendCounty\_Dist.Clerk\_MSA. Addendum.TXMAS

Final Audit Report

2025-07-31

Created:	2025-07-31
By:	Mike Strachan (michael.strachan@kofile.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAyEO4E1VVD1Ro880Dh7yrwNXkJ7ufrwgv

## "202507.\_Kofile\_FtBendCounty\_Dist.Clerk\_MSA.Addendum.TX MAS" History

-  Document created by Mike Strachan (michael.strachan@kofile.com)  
2025-07-31 - 7:26:35 PM GMT
-  Document emailed to zach.horn@kofile.com for signature  
2025-07-31 - 7:27:18 PM GMT
-  Email viewed by zach.horn@kofile.com  
2025-07-31 - 7:27:38 PM GMT
-  Signer zach.horn@kofile.com entered name at signing as Zach Horn  
2025-07-31 - 7:42:21 PM GMT
-  Document e-signed by Zach Horn (zach.horn@kofile.com)  
Signature Date: 2025-07-31 - 7:42:23 PM GMT - Time Source: server
-  Agreement completed.  
2025-07-31 - 7:42:23 PM GMT

# CERTIFICATE OF INTERESTED PARTIES

FORM **1295**

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY  
 CERTIFICATION OF FILING**

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**  
 Kofile Technologies, Inc.  
 Dallas, TX United States

**Certificate Number:**  
 2025-1344657

**Date Filed:**  
 08/01/2025

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**  
 Fort Bend County

**Date Acknowledged:**  
 08/12/2025

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**  
 25-DCIk-100829  
 Case Preservation and restoration- Archival Imaging and Zonal Cleaning- Indexing of Probate Historical records- Provide Cases back in Disaster Safe Binders, Images and indexes.

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Kofile Technologies, Inc.	Dallas, TX United States	X	
	Aschenbach, Ray	Dallas, TX United States	X	
	Surdykowski, Jr., Dick	Dallas, TX United States	X	
	Adams, Sharon	Dallas, TX United States	X	
	Sutterer, Lucas	Dallas, TX United States	X	

**5 Check only if there is NO Interested Party.**

**6 UNSWORN DECLARATION**

My name is \_\_\_\_\_, and my date of birth is \_\_\_\_\_.

My address is \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.  
(city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in \_\_\_\_\_ County, State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(month) (year)

\_\_\_\_\_  
 Signature of authorized agent of contracting business entity  
 (Declarant)