

after the date County receives the invoice. If County does not dispute the invoice, then County shall pay each such approved invoice within thirty (30) calendar days. 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. 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. Interest resulting from late payments by County shall be governed by Chapter 2251, TEXAS GOVERNMENT CODE.

5. **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 Twenty-Six Thousand, Two Hundred Sixty-Three and 82/100 dollars (\$226,263.82), specifically allocated to fully discharge any and all liabilities County may incur. Kofile does further understand and agree, said understanding and 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 Twenty-Six Thousand, Two Hundred Sixty-Three and 82/100 dollars (\$226,263.82). In no event will the amount paid by the County for all Services under this Agreement exceed this Limit of Appropriation without an amendment executed by the parties.

6. **Public Information Act and Open Meetings Act.** 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. The terms and conditions of the Agreement and this Addendum are not proprietary or confidential information.

Kofile expressly acknowledges that County is subject to the Texas Open Meetings Act, TEX. GOV'T CODE ANN. §§ 551.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, County will comply with the provisions of the Texas Open Meetings Act in relation to the Agreement.

7. **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.

8. **Applicable Law; Arbitration; Attorney Fees.** 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 this 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. 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. County does not agree to pay any and/or all attorney fees incurred by Kofile in any way associated with the Agreement.
9. **Certain State Law Requirements for Contracts.** The contents of this Section are required by Texas Law and are included by County regardless of content. For purposes of Sections 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 does 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 § 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 § 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 § 2274.001(3) of the Texas Government Code. "Firearm entity" and "firearm trade association" have the meanings provided in § 2274.001(6) and (7) of the Texas Government Code.
10. **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.

11. **Human Trafficking.** BY ACCEPTANCE OF CONTRACT, KOFILTE 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.
12. **Use of Customer Name.** Kofile may use County's name without County's prior written consent only in any of Kofile' customer lists, any other use must be approved in advance by County.
13. **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, and Contract No. TXMAS-23-92001.
14. **Conflict.** In the event there is a conflict between this Addendum and the Agreement, this Addendum controls to the extent of the conflict. In the event there is a conflict between this Addendum and the terms and conditions of Contract No. TXMAS-23-92001, then the terms and conditions of Contract No. TXMAS-23-92001 controls to the extent of the conflict.
15. **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.
16. **Captions.** The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.
17. **Electronic and Digital Signatures.** The parties to this Agreement agree that any 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.
18. **County Data.** Nothing in this Agreement will be construed to waive the requirements of § 205.009 of the Texas Local Government Code. For the avoidance of doubt, County owns all right and title to its data under this Agreement. Upon termination of this Agreement or upon request(s) by County, the County will be able to retrieve a copy of County data from Kofile in a standard industry format, at no additional cost to County. Nothing in this Agreement will be construed to waive the requirements of any record retention laws applicable to County.

19. Assignment and Delegation.

19.1. Neither party may assign any of its rights under this Agreement, except with the prior written consent of the other party. That party shall not unreasonably withhold its consent. All assignments of rights are prohibited under this subsection, whether they are voluntarily or involuntarily, by merger, consolidation, dissolution, operation of law, or any other manner.

19.2. Neither party may delegate any performance under this Agreement.

19.3. Any purported assignment of rights or delegation of performance in violation of this Section is void.

19.4. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County.

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

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

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

Kofile agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Kofile uses in maintaining the confidentiality of its own confidential

information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of Services to County hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Kofile shall use its best efforts to assist County in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, Kofile shall advise County immediately in the event Kofile learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and Kofile will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or Kofile against any such person. Kofile agrees that, except as directed by County, Kofile will not at any time during or after the term of this Agreement disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of this Agreement or at County's request, Kofile will promptly turn over to County all documents, papers, and other matter in Kofile's possession which embody Confidential Information.

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

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

23. Termination.

- 23.1. Termination for Convenience. County may terminate this Agreement at any time upon thirty (30) days written notice.
- 23.2. Termination for Default. County may terminate the whole or any part of this Agreement for cause in the following circumstances:
 - (a) If Kofile fails to timely perform Services pursuant to this Agreement or any extension thereof granted by the County in writing;
 - (b) If Kofile materially breaches any of the covenants or terms and conditions set forth in this Agreement or fails to perform any of the other provisions of this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in any of these circumstances does not cure such breach or failure to County's reasonable satisfaction within a period of ten (10) calendar days after receipt of notice from County specifying such breach or failure.

- 23.3. If, after termination, it is determined for any reason whatsoever that Kofile was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the County in accordance with § 23.1 above.
- 23.4. Upon termination of this Agreement, County shall compensate Kofile in accordance with § 4, above, for those Services which were provided under this Agreement prior to its termination and which have not been previously invoiced to County. Kofile's final invoice for said Services will be presented to and paid by County in the same manner set forth in § 4 above.
- 23.5. If County terminates this Agreement as provided in this Section, no fees of any type, other than fees due and payable at the Termination Date, shall thereafter be paid to Kofile.
- 23.6. If County terminates this Agreement prior to the termination date, County shall not be subject to any early termination fee or other penalty.
- 23.7. Upon termination of this Agreement for any reason, if Kofile has any property in its possession belonging to County, Kofile will account for and return property to Fort Bend County Clerk's Office at the expense of Kofile.
24. **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.
25. **Further Assurances.** Each party further agrees that it shall take any and all necessary steps and sign and execute any and all necessary documents or agreements required to implement the terms of the Agreement of the parties contained in this contract, and each party agrees to refrain from taking any action, either expressly or impliedly, which would have the effect to prohibiting or hindering the performance of the other party to this Agreement.
26. **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.
27. **Notices.**
- 27.1. Each party giving any notice or making any request, demand, or other communication (each, a "Notice") pursuant to this Agreement shall do so in writing and shall use one of the following methods of delivery, each of which, for purposes of this Agreement, is a writing: personal delivery, registered or certified mail (in

each case, return receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid).

- 27.2. Each party giving a Notice shall address the Notice to the receiving party at the address listed below or to another address designated by a party in a Notice pursuant to this Section:

County: Fort Bend County Clerk's Office
Attn: Laura Richard
301 Jackson Street
Richmond, Texas 77469

With a copy to: Fort Bend County
Attn: County Judge
301 Jackson Street
Richmond, Texas 77469

Contractor: Kofile Technologies, Inc.
Attn: Legal department
6300 Cedar Springs Road
Dallas, Texas 75235

- 27.3. A Notice is effective only if the party giving or making the Notice has complied with subsections 28.1 and 28.2 and if the addressee has received the Notice. A Notice is deemed received as follows:

27.3.1. If the Notice is delivered in person, or sent by registered or certified mail or a nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt.

27.3.2. If the addressee rejects or otherwise refuses to accept the Notice, or if the Notice cannot be delivered because of a change in address for which no Notice was given, then upon the rejection, refusal, or inability to deliver.

(Execution Page Follows)

(Remainder of the Page Intentionally Left Blank)

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

KP George
KP George, County Judge

KOFILE TECHNOLOGIES, INC.

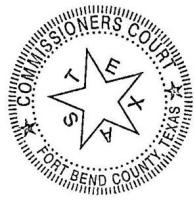
Michael Strachan
Authorized Agent – Signature

December 18, 2025
Date

Michael Strachan
Authorized Agent- Printed Name

ATTEST:

Laura Richard
Laura Richard, County Clerk



Secretary and GC
Title

December 5, 2025
Date

REVIEWED:

Laura Richard
Laura Richard
Fort Bend County Clerk

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$ 226,263.82 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 Technologies, Inc.'s Proposal dated November 12, 2025

Exhibit A

November 12, 2025

Laura Richard
Fort Bend County Clerk | TX

Powering Modern Government™

Billy Gerwick
(832) 373-9124
billy.gerwick@kofile.com
6300 Cedar Springs Road
Dallas, TX 75235

Kofile 
Powering Modern Government

Contents

COMPANY OVERVIEW 3

History 3

Company & Employee Profile..... 5

Experience 6

Key Differentiators 6

SERVICES 8

IMPLEMENTATION METHODOLOGY 8

SCOPE OF WORK 9

TRANSPORTATION & FACILITIES 9

Secure Transportation 9

Chain of Custody Control..... 10

State-of-the-Art Facilities..... 10

PRICING 11

PURCHASING VIA TXMAS 11

BILLING 12

ACCESSIBILITY OF RECORDS..... 12

PROJECT IMPLEMENTATION & CLIENT ACCEPTANCE..... 13

Project Implementation..... 13

PAYMENT TERMS 13

PURCHASING VEHICLE..... 13

TERMS & CONDITIONS..... 13

Customer Acceptance..... 14

Kofile Acceptance..... 14

COMPANY OVERVIEW

History

At Kofile, we do not just preserve and digitize records—we modernize governance. Our solutions streamline workflows, enhance security, and provide seamless public access, ensuring that critical records are protected for future generations. With a deep commitment to partnership with our clients, we help organizations navigate digital transformation with confidence. Kofile is the only ally you need to build efficiency, security, and lasting impact.

Kofile: A History of Innovation and Preservation

1888 - The Formative Years

Enduro Binders, Inc., established in 1888 and acquired by Kofile in 2009, has been granted several patents over the years. Notable patents include:

- **Kofile Disaster-Safe Document Binder** (Patent No. 10,160,255, issued December 26, 2018): acts as a mini-vault to protect records from air, water, fire, mold, or other contaminants. Binders are customizable and can be title stamped to leave a permanent mark on history.
- **Lay-flat Pockets** (Patent No. 7,943,220, B1, issued May 17, 2011): are sealed on three sides and have a static seal on the fourth side preventing contamination thereby reducing risk of mold and mildew growth of preserved documents. The static seal is not permanently closed so documents can be removed without the need to replace the pocket.

Founding Kofile (2009-2011)

Kofile was established in **2009**, bringing together the industry's best practices and most experienced personnel in historical and permanent U.S. public records management. In **2011**, Kofile's original owner purchased the former Microfilm Division of Eastman Kodak (formerly located in Rochester, NY) and renamed it Eastman Park Micrographics, Inc. (EPM). This acquisition solidified Kofile's expertise in film preservation and digital imaging, making it the **largest critical records preservation and digitization company in the United States**. Kofile is comprised of some of the oldest and **most experienced** private firms specializing in public records preservation:

- **Joseph J. Marotti Co., Inc.**– Founded in **1961**, operated under that name for **48 years**.
- **Brown's River Bindery**– Founded in **1972**, operated under that name for **37 years**.
- **Louisiana Binding Service, Inc. (LBS)**– Founded in **1987**, operated under that name for **24 years**.
- **Safeguard Imaging, LLC**– Founded in **2009**, purchased and renamed **Kofile Solutions, Inc.** in **2010**, providing digitization and indexing services. In **2015**, this company merged into Kofile.
- **PFA, Inc.**– Founded in **1969**, operated under that name for **50 years**, purchased and renamed **Kofile Services, Inc.** in **2019**. In **2021**, this company merged into Kofile.

Expansion and Technology Growth (2015-2019)

Between **2015 and 2019**, Kofile expanded its solutions for government recordkeeping, launching **licenses, permits, and vitals solutions** with improved citizen access and search capabilities. A major milestone was reached in **2016** when Kofile deployed the **first cloud-architected official government records solution** in the U.S.

In **2018**, the company launched a **new cloud commerce platform** and updated its land and property records solutions. By **2019**, Kofile had expanded its cloud recording platform to multiple states, demonstrating a commitment to digital transformation in records management.

Strategic Acquisitions and Growth (2020-2022)

On **January 29, 2020**, Boston-based investment firm **Audax Private Equity** acquired Kofile, providing capital and resources to accelerate its growth and acquire Data Preservation Services and Seamless Docs.

In **2022**, Kofile purchased **Eastman Park Micrographics, Inc. (EPM) Lab Services**, bringing microfilm processing, duplication, and inspection fully under its control.

Recent Developments and Leadership Changes (2023-Present)

In **2024**, Kofile announced leadership changes with **Ray Aschenbach as CEO**. The shift aimed to enhance execution, accelerate innovation, and drive long-term business growth.

Kofile Today

- Kofile employs **over 500 employees** across the U.S.
- It remains a privately owned corporation under **Kofile, Inc. (100% owner)**.
- With a legacy built on **preserving historical records and embracing digital transformation**, Kofile continues to **modernize government services through expertise, innovation, and technology**.

Company & Employee Profile

Organization Legal Name	Kofile Technologies, Inc.
Type of Business	Corporation
Ownership	Owned 100% by Kofile, Inc. (Private Holding Company)
Tax ID	26-4034328
State/Date of Incorporation	1/8/2009 Delaware
SAM.GOV UEI No.	GUUCEJ3BYEB4
Principal Place of Business	Corporate Digitization & Conservation Lab 6300 Cedar Springs Road, Dallas, TX 75235
Mailing Address	P.O. Box 541028, Dallas, TX 75354
Region Served	National Company
Employee Count	Companywide: 500+ Permanent Employees Micrographics & Digitization Lab: Sun Valley, CA: Staffed by 34 Employees (with others working remotely within the State, supporting this Lab)
Website	www.Kofile.com
Organization Representative Name(s) and Contact Information	Authority to Bind: Zach Horn Authority to Clarify Proposal: Billy Gerwick billy.gerwick@kofile.com (832) 373-9124

Experience

Kofile is dedicated to preserving and protecting America's public records, serving over 3,000 government clients across 33 states. With decades of experience, Kofile has successfully completed tens of thousands of projects, from small-scale local initiatives to large-scale records preservation and digitization for major metropolitan areas.

Kofile's expertise spans permanent retention, historical, and active records for a wide range of government and public entities, including Auditors, Elections Offices, County and District Clerks, Assessors, Recorders, Courts, District Attorneys, Tax Assessors, Sheriffs, and Judges. Whether for small municipalities or large metropolitan areas, Kofile delivers tailored solutions to meet the unique needs of each client.

Key Differentiators

In a landscape of strained budgets, outdated systems, and ever-evolving mandates, **Kofile** stands as a true partner to government agencies—trusted not just for what we do, but for how we do it. We don't just digitize public records; we preserve legacies, fortify access, and future-proof operations with secure, scalable, and strategic solutions.

What Sets Us Apart

Our People and Expertise

- **Unmatched scale and specialization** with over 500 employees across four secure U.S. facilities
- **Decades of experience** delivering successful records projects for over 3,000 local governments, including San Antonio, Los Angeles, Dallas, Wayne County (Detroit), and Harris County (Houston)
- **Proven capability** to digitize over 25 million pages and preserve 6+ million archival pages annually
- **Trusted across funding sources**, including federally funded initiatives requiring strict adherence to FERPA, HIPAA, CJIS, and local government mandates
- **Cross-functional teams** of preservationists, technicians, and compliance experts who deliver precise, on-time results
- **Comprehensive project support** from assessment and planning to execution and delivery



Our Commitment to the Future

- **QuicklinkSM**: Our proprietary cloud-based platform for secure, indexed access to land, court, vital, and case records, with optional e-commerce for self-funded record access
- **Civic HubSM**: An intuitive digital portal designed to improve engagement between governments and their constituents
- **State-of-the-art infrastructure** including a 150,000 sq. ft. fire- and F5 tornado-resistant Dallas HQ, climate-controlled environments, archival-grade vaults, and restricted-access security protocols
- **Advanced equipment** such as large-format, non-contact, and batch scanners, custom-built software, and patented preservation tools like Disaster-Safe Binders and lay-flat sleeves
- **Tailored storage solutions** engineered for long-term preservation, from mobile shelving and plat systems to custom records desks
- **Strategic planning for continuity**: Hundreds of customized records management plans designed to future-proof access and safeguard against catastrophic events

Our Commitment to You

- **Transparent partnerships** with clear scopes, timelines, and pricing from day one—no surprises
- **Client ownership of data**: You retain full control of your records and digital files at all times
- **Secure transport and chain of custody**: DOT-compliant vehicles, GPS tracking, and item-level inventory ensure safe and accountable handling
- **Rigorous QA/QC protocols**: Every document is reviewed with manual image comparison; defects are corrected in-house before delivery
- **Scalable, responsive service** for projects of any size—from single departments to multi-county or district-wide initiatives
- **Assessment-driven approach**: Complimentary evaluations provide a clear picture of your record collection's condition, risks, and opportunities
- **Dedicated support teams** including solution architects and technical specialists guiding you from kickoff to delivery



SERVICES

Kofile is a national leader in the preservation, digitization, and modernization of public records. We partner with government agencies to protect and transform their most valuable documents through archival-safe preservation, digitization, and accurate indexing services. Our expertise extends to the conversion of microfilm and microfiche, ensuring long-term access to aging media formats. Kofile also offers a suite of complementary products and solutions—including our proprietary **QuicklinkSM** digital access platform, custom shelving systems, and patented lay-flat mylar sleeves and archival binders—designed to enhance records organization, accessibility, and security. With decades of experience and a commitment to excellence, Kofile delivers scalable, end-to-end solutions tailored to the evolving needs of public agencies.

IMPLEMENTATION METHODOLOGY

Kofile follows a structured, client-centered implementation approach designed to ensure accuracy, transparency, and minimal disruption to your organization's operations. Kofile will work to align scope, timelines, technical requirements, and key stakeholders during the initiation phase of the engagement. Our teams conduct thorough assessments of record conditions, formats, and retention needs to define the most effective path forward—whether the project involves digitization, indexing, microfilm, or preservation.

Throughout execution, we maintain chain-of-custody tracking, rigorous quality control, and real-time progress updates via secure platforms. Services are delivered through a combination of on-site and facility-based workflows, depending on client needs, and all deliverables are validated prior to handoff. Kofile's methodology ensures that each project is compliant, scalable, and built to meet both immediate access goals and long-term archival standards



SCOPE OF WORK

- Capture 16mm microfilm images at 300 dpi in black and white.
 - Images accumulate as a Group IV bi-tonal images in a standard PDF or TIFF format.
 - Automated de-skew, de-speckle, background control, and text enhancement.
 - Automated cropping of images to remove excess border.
 - Name images by roll/image number.
 - Provide client with a digital master of each image on a medium suitable to the project size (e.g., DVD, flash drive, hard drive, ftp) along with corresponding index data.
-
- Optical Character Recognition for Positive, Typescript Records. Service dependent on assessment of the image quality.

TRANSPORTATION & FACILITIES

Kofile prioritizes security and accountability at every stage of records management. From GPS-tracked, DOT-compliant transportation to strict chain-of-custody protocols, we ensure records remain protected and meticulously tracked. Our permanent, climate-controlled facilities feature advanced security systems and archival vaults, providing a secure environment for processing and preserving critical government records.

Secure Transportation

Kofile personnel pick up and transport records. Kofile will provide all supplies, materials, equipment, transportation, and related items. Additionally:

- Vehicles are DOT compliant
- Vehicle doors remain locked – including rear gate with padlock
- Include GPS

Go through a vehicle pre-check before leaving

Chain of Custody Control

Kofile's chain of custody control is unparalleled. Kofile Transportation Services monitors inventory at the box, folder, and page level, and experts examine each item prior to any service. The chain of custody includes transport, facility security, technological safeguards, and project management tools/tracking.

State-of-the-Art Facilities

Kofile has:

- Secure, permanent facilities employing full-time, permanent employees.
- Code-compliant facilities and archival, climate-controlled vaults.
- State-of-the-art security systems.
- East, Central, and West Coast facilities servicing the entire country.



Kofile headquarters, located in Dallas, TX:

This is a permanent 150,000 square foot facility that features:

- Fire-resistant brick and concrete building (F5 Tornado Resistant). Structural steel support members, fire-rated walls, ceiling, and flooring.
- Archival vaults (Media Vault and two Book/Paper Vaults).
- Security fences surround the property with restricted control access at each gate/door.
- State-of-the-art security systems protect the entire facility and each vault.

PRICING

Without a signed agreement, prices are good for 90 days. Pricing is based on estimated document and page counts and condition. Final billing occurs on actual document and page counts and condition per mutually agreed upon pricing; not to exceed the P.O. without written authorization.

Fort Bend County Clerk TX					
Project Overview - Estimated Volumes and Pricing					
16mm Rolls	1275	Per Image	3,315,000	Film Conversion	\$185,971.50
35 mm Rolls	36	Per Image	10,800	Film Conversion	\$680.40
Microfiche	4362	Per Image	157,032	Film Conversion	\$15,232.10
FILM	5673	Per Image	3,482,832	OCR	\$24,379.82
PROJECT TOTAL					\$226,263.82

PURCHASING VIA TXMAS

Please reference Contract No. TxMAS-23-92001 directly on the P.O. Kofile can prepare a Shopping Cart in TxSmartBuy so Fort Bend County Clerk | TX can complete this purchase. Fort Bend County Clerk | TX is billed using the following TXMAS line items:

TXMAS BILLING LINE ITEMS						
IMGP716	20861	Optical Character Recognition For Positive (Ocr), Typescript Records.	Per Image	\$0.01	3,482,832	\$24,379.82
MSP710	91568	Microfilm Conversion Services By Image (16Mm)	Per Image	\$0.06	3,315,000	\$185,971.50
MSP710-B	91568	Microfilm Conversion Services By Image (35Mm) - Map/Plat	Per Image	\$0.06	10,800	\$680.40
MSP711	91568	Microfiche Conversion Services	Per Image	\$0.10	157,032	\$15,232.10
TOTAL					\$226,263.82	



BILLING

Pricing based on the assumptions and records provided by Fort Bend County Clerk | TX, as outlined in the Scope of Work section of this response. Kofile will invoice based on actual document and image counts times the unit rate and will not exceed the estimated total without written authorization.

ACCESSIBILITY OF RECORDS

All records held at Kofile are maintained as private and confidential material. All physical or digital records (including volumes, documents, digital images, metadata, or microfilm) serviced by Kofile shall remain the property of Fort Bend County Clerk | TX. Client is guaranteed access to records via email or toll-free fax. 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.



PROJECT IMPLEMENTATION & CLIENT ACCEPTANCE

Project Implementation

To initiate services with Kofile, please contact your designated Sales Representative, who will serve as your primary point of contact throughout the engagement.

Upon finalizing terms, Kofile will coordinate closely with Fort Bend County Clerk | TX to confirm schedules, logistics, and deliverables, ensuring a seamless transition from procurement to project implementation.

PAYMENT 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.

PURCHASING VEHICLE

TXMAS

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.

TERMS & CONDITIONS

This proposal is governed by Kofile's Terms & Conditions at:
<https://Kofile.com/termsandconditions/>.

Customer Acceptance

Name (Authorized Official):	
Title:	
Date:	
Signature:	

Kofile Acceptance

Name (Authorized Official):	
Title:	
Date:	
Signature:	

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**

Certificate Number:
2025-1396880

Date Filed:
12/05/2025

Date Acknowledged:
12/18/2025

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

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

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.
Texas Smart Buy TXMAS-23-92001
Preservation and Imaging of Historical Records Services

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	
	Sutterer, Lucas	Dallas, TX United States	X	
	Adams, Sharon	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)