

HONORABLE MARY LOUISE NICHOLSON
TARRANT COUNTY CLERK

PRE-PRESERVATION, ARCHIVAL DIGITIZATION,
& ARCHIVAL INDEXING OF
PROBATE CASE FILES 1940-1957
Proposal Scope of Work and T&C Only

JANUARY 12, 2023

Kofile 

VI. PROJECT INVENTORY & PRICING

PROJECT OVERVIEW

This project is presented via Kofile's TXMAS Contract No. **TXMAS-18-3602** (please reference on County P.O.). Without a signed agreement, prices for the inventory herein are good for 90 days. Please see herein for defined services and TXMAS line items.

TARRANT COUNTY CLERK PRE-PRESERVATION, ARCHIVAL IMAGING, & ARCHIVAL INDEXING OF PROBATE CASE FILES 1940-1957										
CASE NO.	DATE	QUANTITY			LEVEL OF SERVICE	PRICE QUOTE				
		Boxes	Pages	Docs.		(PRV-PRV) Pre-Preservation	(IM) Archival Imaging	(ID) Archival Indexing	Line Total	
PROBATE CASE FILE										
14331-14654	1/1/40-12/31/40	6	18,828	324	IM/ID	n/a	\$8,472.60	\$648.00	\$9,120.60	
14655-15166	1/1/41-12/31/41	9	28,242	512	IM/ID	n/a	\$12,708.90	\$1,024.00	\$13,732.90	
15167-15856	1/1/42-12/31/42	12	37,656	690	IM/ID	n/a	\$16,945.20	\$1,380.00	\$18,325.20	
15857-16373	1/1/43-12/31/43	10	31,380	517	IM/ID	n/a	\$14,121.00	\$1,034.00	\$15,155.00	
16374-16998	1/1/44-12/31/44	11	34,518	625	IM/ID	n/a	\$15,533.10	\$1,250.00	\$16,783.10	
16999-17670	1/1/45-12/31/45	13	40,794	672	IM/ID	n/a	\$18,357.30	\$1,344.00	\$19,701.30	
17671-18425	1/1/46-12/31/46	16	50,208	755	IM/ID	n/a	\$22,593.60	\$1,510.00	\$24,103.60	
18426-19094	1/1/47-12/31/47	13	40,794	669	IM/ID	n/a	\$18,357.30	\$1,338.00	\$19,695.30	
19095-19699	1/1/48-12/31/48	12	37,656	605	IM/ID	n/a	\$16,945.20	\$1,210.00	\$18,155.20	
19700-20417	1/1/49-12/31/49	15	47,070	718	IM/ID	n/a	\$21,181.50	\$1,436.00	\$22,617.50	
20418-21228	1/1/50-12/31/50	16	50,208	811	IM/ID	n/a	\$22,593.60	\$1,622.00	\$24,215.60	
21229-22060	1/1/51-12/31/51	16	50,208	832	PRE-PRV/ID	\$96,901.44	Included in PRE-PRV costs.	\$1,664.00	\$98,565.44	
22061-22885	1/1/52-12/31/52	18	56,484	825	PRE-PRV/ID	\$109,014.12		\$1,650.00	\$110,664.12	
22886-23817	1/1/53-12/31/53	22	69,036	932	PRE-PRV/ID	\$133,239.48		\$1,864.00	\$135,103.48	
	1954-1957	87	273,006	3,828	PRE-PRV/ID	\$526,901.58		\$7,656.00	\$534,557.58	
SUBTOTALS BY LEVEL OF SERVICE							1940-1950—(IM) Archival Imaging		\$187,809.30	
							1951-1957—(PRE-PRV) Pre-Preservation [Includes Archival Imaging]		\$866,056.62	
							(ID) Archival Indexing		\$26,630.00	
PROJECT TOTAL								\$1,080,495.92		

PROJECT UNDERSTANDING & ASSUMPTIONS

- All pricing is based on a Good Faith Estimate of images and documents. Pricing is subject to change upon review at Kofile. Actual billing is based upon actual counts and agreed upon unit pricing; not to exceed the P.O. without County authorization.
 - ⇒ Probate Records Case Files are based on 3,138 pages per 12" (one box) - this is based on the averages in the



- 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 insure best quality image.
- Images are named (tagged for the directory file structure) by Book/Volume/Page or at case level by Court, Case, and Year (or other County-requested fields).
- Images are grouped (stapled) together to form documents.
- When multiple documents exist on a single page, images are split so that each document is viewable individually.
- If requested, annotations are supported to allow the electronic addition (Book/Volume/Page, Court/Case/Year, or Custom) on the digital image to assist in recording keeping. This service is not applicable to Vitals.
- Page Validation (automated PG. numbering for validation).
- Each image is certified and sight-checked to ensure there are no missing pages, double feeds, and to account for "A" pages (added to the original).
- The County receives a MASTER (e.g., CD, DVD, ftp, flash drive) in a medium suitable to the project size.
- Images are optimized and scaled for system output.

(IM) Archival Digitization—*Image Capture, Processing, & Enhancements*

- Capture images at a minimum of 300 dpi at 256 gray levels, ensuring the highest quality for poor contrast and legibility. Gray-scale ensures optimum resolution for each page.
- Images accumulate as Group IV bi-tonal images in a standard PDF or TIFF format [multi-page].
- 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.
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- Images are optimized and scaled for system output.

(ID) Archival Indexing

- Key and blind re-key verify all document per the fields identified herein, as appropriate.
 - ◇ Case No. ◇ Case Style (default populates from Decedent name)
 - ◇ File Date ◇ Parties (e.g., Decedent, Applicant, Attorney(s), and any
 - ◇ Case Type other Case Party connections)
- Formatting of metadata (indexes) per the requirements of the County's System vendor.
- Create a pipe-delimited index file for import.

TXMAS BILLING LINE ITEMS

To ensure use of Kofile's TXMAS Contract as the purchasing vehicle, upon purchase, the County reports the order via the TxSmartBuy System <www.txsmartbuy.com/>.

STATE OF TEXAS CO-OP MEMBER LISTING FOR TARRANT COUNTY	
Link	https://comptroller.texas.gov/auto-data/purchasing/co-op/c2202.php
CO-OP#	C2202
Contact	Melissa Lee, meLee@tarrantcounty.com , 817-884-1414
Expires	19-MARCH-2023

Kofile can prepare a 'cart' and 'share' it with the County to assist this process—see link:

https://852252.secure.netsuite.com/c.852252/checkout/login.ssp?&n=2&sc=1&cartid=17283698&sender=preserve@kofile.com&datetime=2022_11_3_15_36

TXMAS-18-3602 BILLING LINE ITEMS	PART NO.	NIGP	DESCRIPTION	UNIT PRICE	QTY.	LINE TOTAL
	PREP702	96272	Pre-Preservation Stabilization, Archival Imaging, & Rehousing in Acid free Folders & Boxes	\$1.93/Page	448,734	\$866,056.62
	IMGP705	92030	Archival Imaging of Case File / Tri-Fold	\$0.45/Image	417,354	\$187,809.30
	IND706	92021	Backfile Archival Indexing of Probates	\$2.00/Case	13,315	\$26,630.00
PROJECT TOTAL						\$1,080,495.92



APPENDIX C. TERMS AND CONDITIONS

KOFILE STANDARD TERMS AND CONDITIONS FOR GOODS AND SERVICES

Last Revised Date May 25, 2022

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

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

1. Agreement

The 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 expressly provided for otherwise in the Proposal.

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 Schedule or as otherwise agreed to 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 product(s) or completion and acceptance by Customer of Services; b) or is terminated by either party.

4. Termination

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



performed through the termination date.

5. Payment Terms

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

b. Invoicing and Payment. Payment is due upon completion and delivery of each project phase; and b) Customer will pay all invoiced amounts in accordance with the Texas Government Code Chapter 2251, "The Texas Prompt Payment Act.". Customer is responsible for providing complete and current billing and contact information.

c. Taxes. Fees do not include any taxes, levies, duties, or similar assessments of any kind including value-added, sales, use or withholding taxes ("Taxes"). Unless indicated otherwise in the Proposal, Customer is exempt from Taxes and can provide an exemption certificate or citation to legal authority outlining Customer's tax-exempt status. Kofile is responsible for taxes assessed against Kofile based on its income, property, or employees.

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

6. Appropriation

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, 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 through and including the date of termination.

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") arising directly out of Kofile's negligent performance of any Services provided pursuant to this Agreement. Kofile's indemnification obligation shall only exist for the Term of this Agreement. Nothing in this Agreement shall be construed to require Kofile to provide indemnification for Claims (a) arising out of or otherwise related to, in whole or in part, the negligence or willful misconduct of the Customer or (b) concerning or otherwise related to the accuracy or inaccuracy, content, or omission of any information provided by, or on behalf of, Customer to Kofile.



8. Limitation of Liability

a. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY CLAIMS, PENALTIES OR DAMAGES, WHETHER IN CONTRACT, TORT, OR BY WAY OF INDEMNIFICATION, IN AN AMOUNT EXCEEDING THE FEES PAID BY CUSTOMER TO KOFILE IN THE MOST RECENT TWELVE (12) MONTHS.

b. UNDER NO CIRCUMSTANCES WILL EITHER PARTY TO THIS AGREEMENT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, INTRINSIC VALUE, OR SPECIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, HOWEVER CAUSED AND BASED ON ANY THEORY OF LIABILITY. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

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, and (d) Workers' Compensation insurance meeting or exceeding the statutory requirements, and Cyber/Privacy insurance of not less than \$5,000,000.00. A Certificate of Insurance confirming these coverages and limits will be provided to the Customer upon request. Customer will be listed as an additional insured on the commercial general liability and automobile coverage policies solely to the extent (a) of the required insurance limits and (b) of the risks and liabilities assumed by Kofile in this Agreement. Kofile shall cause insurer to furnish to Customer future certificate(s) evidencing the insurance described herein at any time upon request. Kofile will provide Customer with no less than thirty (30) days' notice of any material change, notice of non-renewal or cancellation.

10. Confidentiality

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

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



comingle, and use such data for analytics, improving our services, or any other lawful purpose.

c. 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.

12. Service Warranty

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

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



13. General

a. No Actions, Suits, Proceedings, or Debarment. Kofile warrants there are no actions, suits, or proceedings, pending or threatened, that will have a material adverse effect on Kofile's ability to fulfill its obligations under this Agreement. Kofile certifies as of the date of the Agreement, Kofile is not on the federal government's list of suspended, ineligible, or debarred contractors.

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

c. 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.

d. Notices. All notices to Customer will be sent to the address identified on the Proposal. Notices to Kofile will be sent to the following address:

Kofile Technologies, Inc.
6300 Cedar Springs Road
Dallas, Texas 75235
Attention: Legal Department
Legal@Kofile.com

All notices must be made either via email, 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 email or overnight courier is deemed received twenty-four (24) hours after having been sent.

e. 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.

f. 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.

g. Survival. Unless otherwise provided elsewhere in the Agreement, the following provisions shall survive termination or expiration of the Agreement: 4 Payment Terms, 6 Indemnification, 7 Limitation of Liability, 9 Confidentiality, 10 Customer Property, 11 Service Warranty, and 12 General.



h. 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.

i. 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.

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

k. 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.

l. 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.

m. Compliance with Laws. In providing the services required by this Agreement, Kofile will observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations, including without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and non-discrimination laws and regulations. Kofile shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

APPROVED AS TO FORM:

CERTIFICATION OF
AVAILABLE FUNDS: \$ _____

Kimberly Colliet Wesley
Criminal District Attorney's Office*

Tarrant County Auditor

*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead those parties should seek contract review from independent counsel.