

August 6, 2019

Honorable Lisa David  
Williamson County District Clerk  
P.O. Box 24  
Georgetown, TX 78627

RE: Film Storage and Analysis

Dear Hon. Lisa David,

This proposal addresses the archival storage of 19 boxes of microfilm rolls as maintained by the Williamson County District Clerk's Office. Proposed services include film storage and inventory and analysis of film. Film storage is available at the Kofile facility—in an archival Media Vault with climate and storage standards in accordance with the Texas State Library Commission recommendations. Please note that all pricing is good for 90 days from the date of this quote.

#### *Location of Work*

Our Dallas facility is a fire-resistant brick and concrete building with structural steel support members, and fire-rated walls, ceiling, and flooring.

The Kofile facility is F5 Tornado Resistant according to an architectural assessment preformed by Tanner Consulting, January 2010

Due to the sensitive nature of the data, Kofile provides multiple security measures. Kofile combines a 24/7 manned on-site security person with electronic surveillance. A state-of-the-art security system protects the entire building. In addition to the Motion Detector Security System, Kofile follows rigorous end-of-day closing and lock-down inspection protocol.

#### *Regulated Facility Environment*

Year-round relative humidity lower than 50 percent is recommended for all film types. Kofile's current isolated dual redundant HVAC system maintains a relative humidity of below 30 percent and a



Williamson County is welcome to inspect the Kofile facility—with or without notice—at any time.

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constant temperature of below 60°F. A limit of 40% is suggested for silver-gelatin films to curtail the possibility of microscopic blemishes from silver oxidation. Temperature and humidity are monitored in real time by Kofile technicians to make sure all systems are operating properly. Analog monitoring machines are installed in the vault areas as a backup in case of a digital monitoring failure or power outage. Interior vault areas are HEPA-vacuum cleaned weekly to minimize dust settling as well as stage 3 filters on the air intakes of the HVAC system. All storage units are of steel construction with the appropriate powder-coated finish to eliminate off-gassing.

Our current storage environment exceeds the ANSI/NAPM IT9.11-1993 and ANSI/PIMA IT9.2-1998 specifications for conditions for archival storage of film.

### *Archival Storage*

Kofile provides storage for microfilm, microfiche, and other data. The Kofile facility has a vault specifically designed for the storage of microfilm—see *pictured right*. It is protected by a Level 5 secure and fire resistant vault door with a 4-Hour UL Rating of at least 350°F. This vault is regulated by an independent HVAC system which monitors humidity, temperature, and controls airborne particulate (monitored by analog methods).



Kofile annually performs spot tests to safeguard against contagious contaminations, such as Vinegar Syndrome, mold, mildew, and/or Redox. Acetate Base Film is separated from Polyester Base Film and stored in separate storage boxes as recommended by EPM to eliminate contamination. Kofile can retrieve microfilm/data and transmit requested data. The customer owns the stored microfilm. Kofile will not sell or in any way distribute the microfilm/data.

### *Archival Microfilm Creation*

Kofile provides the Best Value for this project. Kofile works closely with Eastman Park Micrographics, Inc. (EPM) formerly a division of Eastman Kodak Company, as our parent company affiliate owns and operates it. With Kofile, Williamson County has access to the world's foremost microfilm experts, leaders, technology, and machines. Kofile's history in providing services to government and meeting precise records management requirements is exceptional.

Kofile will create security back-ups on EPM's Archival LE 500 Silver Microfilm from the digitized and processed images. All microfilming procedures are archival quality and produced according to ANSI Standards. Images are scanned with the correct compression, no proprietary headers, and with the proper scaling.

### *Term of Agreement*

The initial term of this Agreement shall commence when the film is placed within Kofile's facility and shall automatically renew each year thereafter unless either party hereto gives the other party written notice of its decision to terminate this agreement at the end of the then current term not less than thirty (30) days prior to the expiration of each one (1) year term.

### *Payment*

The County agrees to pay Kofile's invoices in full within 30 days of the date of invoice, billed annually. Any and all charges may be adjusted by Kofile after the initial term of this agreement upon ninety (90) days prior written notice to the County. The storage charges are calculated on the estimated 450 rolls of microfilm being stored at the beginning of each one (1) year term under this Agreement. Any additional records for storage will be subject to additional charges for services.

### *Texas Prompt Payment Act Compliance*

Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by County in accordance with Texas Government Code §2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in *The Wall Street Journal* on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

### *Ownership of County Records*

All of the records shall remain the property of the Williamson County District Clerk's Office. The records shall not be used by Kofile other than in connection with providing the Services pursuant to this Agreement, or disclosed, sold, assigned, leased or otherwise provided to third parties by Kofile, or commercially exploited by or on behalf of Kofile, its employees, officers, agents, invitees, or assigns, in any respect. Kofile shall not destroy any Records.

### *Limitation of Liability*

To the extent authorized under Texas law, Kofile's liability, if any, to the County for any loss or damage to the stored data, regardless of the cause thereof, is expressly and solely limited to the actual cost of a new replacement item of the same type and quality as the lost or damaged item. Kofile will not be liable for incidental, special, consequential or any other type of damages, even if advised of the possibility of such damages. The limitation of Kofile's liability will apply regardless of the form of action whether in law or in equity, or whether in contract or in tort, including negligence. Kofile shall not be liable for any damages due to causes beyond the control of Kofile including, but not limited to, acts of God.

### *No Waiver of Sovereign Immunity or Powers*

Nothing in this agreement will be deemed to constitute a waiver of sovereign immunity or powers of Williamson County, the Williamson County Commissioners Court, or the Williamson County Judge.

#### *Lien in Favor of Kofile*

Kofile shall be entitled to all of the rights, benefits, and privileges by and under Section 7.209 of the Uniform Code of the State of Texas. Kofile shall not be required to release and/or return to Customer any records in Kofile's possession until all amounts due Kofile by the County have been paid in full.

#### *Mediation*

The parties agree to use mediation for dispute resolution prior to formal legal action being taken on this Contract.

#### *Governing Law and Venue*

This Agreement and the obligations and understanding of the parties hereunder will be determined to be performable in Williamson County, Texas. This Agreement shall be governed by, enforced under and construed in accordance with the laws of the State of Texas without regard to any conflict-of-laws principles. Any court action brought under this Agreement must be brought in Williamson County, Texas.

#### *Right to Audit*

Kofile agrees that Williamson County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Kofile which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Kofile agrees that County shall have access during normal working hours to all necessary Kofile facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. The County shall give Kofile reasonable advance notice of intended audits.

#### *Termination for Convenience*

The Williamson County District Clerk may terminate storage services being performed by Kofile under this Agreement, in whole or in part, for convenience, by delivering to Kofile written notice of termination at least thirty (30) days in advance of the end of the then current term under the Agreement, specifying the extent of termination of storage services and the effective date. In such event, the County's liability for payment to Kofile shall be limited to the contract price for all services delivered to and accepted by the County prior to the effective date of termination of such services.

#### *Entire Agreement*

This Agreement embodies the entire agreement and understanding between the parties with respect to the subject matter hereof and supersedes any prior agreements or understandings between the parties relating to the subject matter hereof.



**PROJECT PRICE QUOTE**

This quote is presented via Kofile's TXMAS Contract No. **TXMAS-18-3602**. To purchase via TXMAS, please reference this contract number on the County's Purchase Order. Pricing is available on an monthly or annual basis. Without a signed Agreement, pricing is good for 90 days from the date of this proposal.


Upon purchase of a TXMAS project, the County reports the order on the TxSmartBuy System <www.txsmartbuy.com/>. Williamson County's CO-OP Listing per the Texas Comptroller of Public Accounts' (CPA) website:

CO-OP #	C2460
Expiration	31-MAY-2020

Kofile can prepare a 'Shopping Cart' in TxSmartBuy <www.txsmartbuy.com/> and 'share' it with the County to complete its purchase.

WILLIAMSON COUNTY DISTRICT CLERK MICROFILM CREATION & VAULT STORAGE PRICE QUOTE/TXMAS LINE ITEMS					
PART NO.	NIGP	SERVICE DESCRIPTION	UNIT PRICE	QTY	LINE TOTAL
<b>STANDARD SERVICES</b>					
MSP712	91568	Transfer, Inspection, and Re-Inventory of 19 boxes of microfilm rolls	\$507.61/Each (One Time)	1	\$507.61
VAULT002	42574	Storage of 19 boxes of microfilm rolls	\$2.09/Each (Roll/Year)	228	\$476.52

<b>SUPPLEMENTAL SERVICES</b>					
MSP713	42574	Pull microfilm roll from storage for delivery to the County	\$25.00/Roll	TBD	
MSP714	42574	Scan document on microfilm for digital transfer via email, FTP, or hardcopy	\$25.00/Document Request		
MMC701	91568	Optional: 16 mm microfilm creation	\$0.05/image		

<b>COUNTY ACCEPTANCE</b>	
<b>KOFILE TECHNOLOGIES, INC.</b>	<b>WILLIAMSON COUNTY, TX</b>
 Signature	_____ Signature
John D. Woolf / Executive Vice President Printed Name/Title	_____ Printed Name/Title
8/6/19 Date	_____ Date

*Pricing Includes:*

- *Microfilm storage in Kofile's climate-controlled, archival Media Vault.*
- *Storage of 19 boxes of microfilm rolls*
  - *Inventory contents upon arrival.*
  - *Perform Sample Microfilm Condition Analysis to check for measles, redox, vinegar syndrome, etc.*
  - *Store film in Kofile's climate-controlled Media Vault.*

**Terms & Conditions for No Charge Agreement**—Film storage services are provided at a discounted cost of \$476.52 per year after the initial \$507.61 fee while the Williamson County District Clerk's Office is engaged in contracted services with Kofile. Specific terms of service include:

- *After cessation of contracted services, charges for film storage will increase to the non-discounted rate of \$2,000.00 per year, at which point the Williamson County District Clerk may choose to move contents to another location. There is no cost to remove the County's contents, but the County will need to provide transportation for the move.*

Please let us know if you have any questions. We look forward to serving Williamson County once again.

Sincerely,

*Miriam Gray*

Miriam Gray

Account Manager

miriam.gray@kofile.com

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