

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM: 3.12
(ID # 21124)

MEETING DATE:
Tuesday, February 28, 2023

FROM : ASSESSOR-COUNTY-CLERK-RECORDER:

SUBJECT: ASSESSOR-COUNTY-CLERK-RECORDER: Approval of the Professional Service Agreement with Kofile Technologies, Inc., a Delaware Corporation, for Preservation of Grantee/Grantor Official Record Indices from 1893 to 1975, Without Seeking Competitive Bids, All Districts. [\$2,482,046 - 100% Department Budget]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Professional Service Agreement with Kofile Technologies, Inc., for Preservation of Grantee/Grantor Index Books, without seeking competitive bids, for \$2,482,046 from February 28, 2023, through February 27, 2025 ("Agreement"), and authorize the chairman of the Board to sign the agreement on behalf of the County;
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding and as approved by County Counsel, to sign amendments of the Agreement, including modifications of the statement of work that stay within the intent of the Agreement; and,
3. Direct the Clerk of the Board to return two (2) copies of the signed Agreement to the Assessor – County Clerk – Recorder's office.

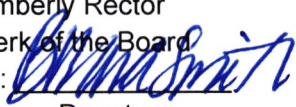
ACTION:Policy


Lisa Anderson, ASST ASSESSOR/CLERK/RECORDER 2/23/2023

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Spiegel, seconded by Supervisor Gutierrez and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, and Gutierrez
Nays: None
Absent: Perez
Date: February 28, 2023
xc: ACR

Kimberly Rector
Clerk of the Board
By: 
Deputy

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FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 2,482,046	\$0	\$2,482,046	\$0
NET COUNTY COST	\$0	\$0	\$0	\$0
SOURCE OF FUNDS: 100% Department Budget			Budget Adjustment: No	
			For Fiscal Year: 22/23 - 24/25	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The preservation of original historical official record index books is a critical responsibility of the County Recorder's office. These original handwritten official record books contain valuable information about the ownership, transfer, and use of property, as well as other legal and financial transactions. The preservation of these record books serves several important purposes, including:

- Legal and historical research: County Recorder official records are an essential reference source for court cases, property disputes, and genealogical research. They provide a historical record of ownership, transfer, and use of property, as well as other legal and financial transactions.
- Real estate transactions: County Recorder official records are an essential tool for determining the ownership and history of a property, which is important in real estate transactions and appraisals.
- Preservation of local history: County Recorder official records provide valuable information about the development of cities, towns, and communities over time, and can help preserve the cultural and architectural heritage of the area.
- Protection of property rights: By preserving the records of property ownership, transfer, and use, County Recorder official records help to ensure the protection of property rights and provide a means of resolving disputes over property ownership.

These official record index books are the only key to locating official records recorded in the county recorder's office from 1893 to 1975, considered the most authentic and authoritative source of information, providing a direct link to the past and often the only surviving record of important historical and legal transactions.

Kofile Technologies, Inc., has provided similar services to the County for the preservation of Assessment Property Ownership records and has a proven track record of efficiency and expedience.

Impact on Residents and Businesses

This preservation project is in compliance with state laws, including Government Code ("GC") Sections 26205.5 and 27231, which mandate that all recorded records, papers, and documents, such as Deeds, Easements, Liens, and Maps, must be preserved and protected, and that the

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recorder's office has the responsibility of keeping them safe. Research suggests that there is a need and a market for such preservation projects, and that they are in line with industry standards and best practices. Neighboring counties, such as Orange and Los Angeles, also consider the preservation of historical recorder records to be a priority and have already taken steps to preserve their own records.

The records are at risk for further deterioration if action is not taken. Although these records are microfilmed, many of the records on film are illegible, requiring staff to still handle the original books when research or copies are requested. This preservation project will restore, preserve, and protect our records in perpetuity for our county and its citizens.

Additional Fiscal Information

The County Recorder's Modernization Fund for Preservation will be utilized to preserve historical records for future generations and the legal obligation of the recorder to maintain the records in a manner that will afford easy reference. The laws in support, such as GC Sections 26250.5 and 27231, emphasize the significance of restoring, preserving and protecting in perpetuity the records for the County and its citizens. This investment in preservation will not only fulfill the legal obligation of the recorder but will also ensure the long-term preservation of these records for future generations to access and benefit from.

Contract History and Price Reasonableness

Kofile Technologies, Inc.'s, pricing for Riverside County was compared to two (2) other County Agencies with similar agreements, and it was determined that for the size, condition and number of documents being preserved, it was in line with the other projects. Also, the County was able to secure two additional discounts, equaling an additional 13% of original total cost.

Description:	Volume Count	FY 22/23 – 24/25	Total
Ongoing Costs:		(2/7/23 – 2/6/25)	
Preservation Index to Official Grantees Plaintiffs	283	\$1,121,072.72	\$1,121,072.72
Preservation Index Official Grantors Defendants	308	\$1,306,618.72	\$1,306,618.72
Tabs-Grantees/Grantors		\$236,400.00	\$236,400.00
Image Splitting up to 2,360.841 images		\$200,671.50	\$200,671.50
Discount #1 – Image Splitting		(\$200,671.50)	(\$200,671.50)
Discount #2 – Misc.		(\$182,045.72)	(\$182,045.72)
Total Costs		\$2,482,045.72	\$2,482,045.72

ATTACHMENT A: Professional Service Agreement for Preservation of Grantee Plaintiff/Grantor Defendant Records, ASARC-96272-001-01/25

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ATTACHMENT B: Sole Source Justification - #23-131 ASARC

ATTACHMENT C: Kofile Preservation P2 SSJ Letter



Meghan Hahn, Deputy Director of Procurement

2/23/2023



Stephanie P. ..., Principal Management Analyst

2/23/2023



Aaron Gettis, Deputy County Counsel

2/23/2023

PROFESSIONAL SERVICE AGREEMENT

for

PRESERVATION OF GRANTEE PLAINTIFFS/GRANTOR DEFENDANT RECORDS

between

COUNTY OF RIVERSIDE

and

KOFILE TECHNOLOGIES, INC.



FEB 28 2023 3.12

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This Agreement made and entered into this 28th day of February 2023, by and between Kofile Technologies, Inc., a Delaware corporation (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"). The parties agree as follows:

1. Description of Services

1.1 CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of Work, and at prices specified in Exhibit B, Payment Provisions.

1.2 CONTRACTOR represents that it has the skills, experience, and knowledge necessary to perform under this Agreement and the COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

1.3 CONTRACTOR affirms this it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit B. CONTRACTOR is not to perform services or provide products outside of the Agreement.

1.4 Acceptance by the COUNTY of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

2. Period of Performance

2.1 This Agreement shall be effective on February 28, 2023, and continues in effect through February 27, 2025, unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the County for a non-cancelable multi-year agreement.

3. Compensation

3.1 The COUNTY shall pay the CONTRACTOR for services performed, products provided, and expenses incurred in accordance with the terms of Exhibit A, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR shall not exceed two million, four hundred eight two thousand, forty-six dollars (\$2,482,046) aggregate. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in Exhibit A, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

3.2 No price increases will be permitted during the first year of this Agreement (If applicable). All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the COUNTY. The COUNTY requires written proof satisfactory to COUNTY of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to be considered and approved by COUNTY. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed the Consumer Price Index- All Consumers, All Items - Greater Los Angeles, Riverside and Orange County areas and be subject to satisfactory performance review by the COUNTY and approved (if needed) for budget funding by the Board of Supervisors.

3.3 CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR within fifteen (15) days from the last day of each calendar month, and COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR each month for services rendered in the prior month. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to:

County of Riverside Assessor-County Clerk-Recorder
P.O. Box 751
Riverside, CA 92502-0751

Or email the invoice to:

ACR-AccountsPayable@asrclkrec.com

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number ASARC-93272-001-01/25; quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered monthly in arrears.
- c) In accordance with California Government Code Section 926.10, County is not allowed to pay excess interest and late charges.

3.4 The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not

forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect. Notwithstanding the foregoing, COUNTY will be responsible to pay CONTRACTOR for all services performed prior to termination.

4. Alteration or Changes to the Agreement

4.1 The Board of Supervisors and the COUNTY Purchasing Agent and/or his designee is the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

4.2 Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within thirty (30) days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

5. Termination

5.1. COUNTY may terminate this Agreement without cause upon thirty (30) days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

5.2 COUNTY may, upon five (5) days written notice terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

5.3 After receipt of the notice of termination, CONTRACTOR shall:

- (a) Stop all work under this Agreement on the date specified in the notice of termination; and
- (b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports, or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.

5.4 After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.

5.5 CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

5.6 If the Agreement is federally or State funded, CONTRACTOR cannot be debarred from the System for Award Management (SAM). CONTRACTOR must notify the COUNTY immediately of a debarment. Reference: System for Award Management (SAM) at <https://www.sam.gov> for Central Contractor Registry (CCR), Federal Agency Registration (Fedreg), Online Representations and Certifications Application, and Excluded Parties List System (EPLS)). Excluded Parties Listing System (EPLS) (<http://www.epls.gov>) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS.

5.7 The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

5.8 CONTRACTOR may suspend or terminate this Agreement for COUNTY'S nonpayment of any undisputed amounts due if, after thirty (30) days written notice, such payments remain unpaid.

6. Ownership/Use of Contract Materials and Products

The CONTRACTOR agrees that all materials, reports, or products in any form, including electronic, created by CONTRACTOR for which CONTRACTOR has been compensated by COUNTY pursuant to this Agreement shall be the sole property of the COUNTY. The material, reports or products may be used by the COUNTY for any purpose that the COUNTY deems to be appropriate, including, but not limit to, duplication and/or distribution within the COUNTY or to third parties. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports, or products without prior written authorization of the COUNTY.

7. Conduct of Contractor

7.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The

CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

7.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

7.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

8. Inspection of Service; Quality Control/Assurance

8.1 All performance (which includes services, workmanship, materials, supplies, and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. COUNTY will have three (3) years from termination of agreement to notify CONTRACTOR if any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement. If so, the COUNTY shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected; the COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. The COUNTY may also terminate this Agreement for default and charge to CONTRACTOR any costs incurred by the COUNTY because of the CONTRACTOR's failure to perform.

8.2 CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess, or evaluate CONTRACTOR's performance under this Agreement at any time, upon reasonable notice to the CONTRACTOR.

9. Independent Contractor/Employment Eligibility

9.1 The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

9.2 CONTRACTOR warrants that it shall make its best effort to fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, for the period prescribed by the law.

9.3 Ineligible Person shall be any individual or entity who: Is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal health care programs; or has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal health care programs after a period of exclusion, suspension, debarment, or ineligibility.

9.4 CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services directly relative to this Agreement. CONTRACTOR shall screen all current Covered Individuals within sixty (60) days of execution of this Agreement to ensure that they have not become Ineligible Persons unless CONTRACTOR has performed such screening on same Covered Individuals under a separate agreement with COUNTY within the past six (6) months. Covered Individuals shall be required to disclose to CONTRACTOR immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify COUNTY within five (5) business days after it becomes aware if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded, or otherwise becomes an Ineligible Person.

9.5 CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with COUNTY in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person, CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY business operations related to this Agreement.

9.6 CONTRACTOR shall notify COUNTY within five (5) business days if a Covered Individual or entity is currently excluded, suspended, or debarred, or is identified as such after being sanction screened. Such individual or entity shall be promptly removed from participating in any activity associated with this Agreement.

10. Subcontract for Work or Services

No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

11. Disputes

11.1 The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement, which is not resolved by the parties, shall be decided by the COUNTY's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the

COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

11.2 Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third-party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

12. Licensing and Permits

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers, and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside, and all other governmental agencies with jurisdiction and shall maintain these throughout the term of this Agreement.

13. Use By Other Political Entities

The CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases.

14. Non-Discrimination

CONTRACTOR shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

15. Records and Documents

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State, or COUNTY agency, a copy of this Agreement and such books, documents, and records as are necessary to certify the nature and extent of the CONTRACTOR's costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five (5) years following termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

16. Confidentiality

16.1 The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors, or suppliers in advance of official announcement.

16.2 The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR's obligations under this Agreement. The CONTRACTOR shall promptly transmit to the COUNTY all third-party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a photograph.

17. Administration/Contract Liaison

The COUNTY Purchasing Agent, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department is to serve as the liaison with CONTRACTOR in connection with this Agreement.

18. Notices

When a notice or correspondence is given to the addresses set forth below by a generally recognized overnight courier service, the notice or correspondence shall be deemed received on the next business day. When a copy of a notice or correspondence is sent by facsimile or email, the notice or correspondence shall be deemed received upon transmission as long as (1) the original copy of the notice or correspondence is promptly deposited in the U.S. mail and postmarked on the date of the facsimile or email, (2) the sender has a written confirmation of the facsimile transmission or email, and (3) the facsimile or email is transmitted before 5:00 p.m. (recipient's time). In all other instances, notices and correspondence shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this paragraph.

COUNTY OF RIVERSIDE

County of Riverside
Assessor-County Clerk-Recorder
PO Box 751
Riverside, CA 92502

CONTRACTOR

Kofile Technology, Inc.
Attn: Jonathan Mohn
630 Cedar Springs Road
Dallas, TX 75235

19. Force Majeure

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

20. EDD Reporting Requirements

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529.

CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at www.edd.ca.gov.

21. Hold Harmless/Indemnification and Limitation of Liability

21.1 CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage whatsoever, based or asserted upon any willful misconduct or negligent act or omissions in the performance of services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature. CONTRACTOR shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions, or services.

21.2 With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR indemnification to Indemnitees as set forth herein.

21.3 CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

21.4 The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

22. Insurance

22.1 Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As

respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

A. Workers' Compensation:

If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside. Policy shall name the COUNTY as Additional Insureds.

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$2,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

C. Vehicle Liability:

If vehicles or mobile equipment is used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned, or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

D. General Insurance Provisions - All lines:

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2) The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention

shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier shall sign the original endorsements for each policy and the Certificate of Insurance.

4) It is understood and agreed to by the parties hereto that the CONTRACTOR'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.

5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of

liability required under this Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

6) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

8) CONTRACTOR agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

23. General

23.1 CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY, which consent shall not be unreasonably withheld. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

23.2 Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of COUNTY to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.

23.3 In the event the CONTRACTOR receives payment under this Agreement, which is later disallowed by COUNTY for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the COUNTY on request; or at its option the COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR.

23.4 CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

23.5 CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to COUNTY pursuant to this Agreement, free from all liens, claims, or encumbrances.

23.6 Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment, products, materials, or services from other sources, when deemed by the

COUNTY to be in its best interest. The COUNTY reserves the right to purchase more or less than the quantities specified in this Agreement.

23.7 The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to COUNTY data, information, and personnel.

23.8 CONTRACTOR shall comply with all applicable Federal, State, and local laws and regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

23.9 CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations, which apply to performance under this Agreement.

23.10 CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

23.11 This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

23.12 This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions, and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

23.13 Language for Use of Electronic (Digital) Signatures. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party of this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (UETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the

electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY OF RIVERSIDE, a political subdivision of the State of California

By: 

Kevin Jeffries, Chair
Board of Supervisors

Dated: 2/28/23

KOFILE TECHNOLOGIES, INC., a Delaware corporation

By: 

Jonathan Mohn
President

Dated: 2/8/2023

ATTEST:

KIMBERLY RECTOR, Clerk

By: 
DEPUTY

APPROVED AS TO FORM:

Minh C. Tran
County Counsel


By:  for
Ryan D. Yabko
Deputy County Counsel

EXHIBIT A

SCOPE OF WORK

SCOPE OF SERVICES

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

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

- 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).
- Include new tabs for preserved volumes (where 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 1/4” 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.
- 65 Volumes - XP
- 456 Volumes - Poor
- 70 Volumes - Fine

Document Splitting & Stapling with Annotations

- When multiple documents exist on a single page, images are split so that each document is viewable individually.
- The split images are not cropped to maintain the original aspect ratio as the original document, and to provide a seamless document printing experience for the clerk or recorder’s office.
- If the county chooses to have them, annotations are appended to the bottom of images to allow the electronic addition of Book/Page on the digital image to assist in record keeping.
 - The decision to include or exclude annotations will not change the final cost.
- Kofile will work with Riverside County in the event a document overlap is unclear.
- Files will return via SFTP as multipage tiff images formatted to load to Tyler Eagle.

EXHIBIT B
PAYMENT PROVISIONS

Description:	Volume Count	FY 22/23 – 24/25	Total
Ongoing Costs:		(2/7/23 – 2/6/25)	
Preservation Index to Official Grantees Plaintiffs	283	\$1,121,072.72	\$1,121,072.72
Preservation Index Official Grantors Defendants	308	\$1,306,618.72	\$1,306,618.72
Tabs-Grantees/Grantors		\$236,400.00	\$236,400.00
Image Splitting up to 2,360.841 images		\$200,671.50	\$200,671.50
Discount #1 – Image Splitting		(\$200,671.50)	(\$200,671.50)
Discount #2 – Misc.		(\$182,045.72)	(\$182,045.72)
Total Costs		\$2,482,045.72	\$2,482,045.72



July 14, 2022

Hon. Peter Aldana
Riverside County Assessor-
County Clerk-Recorder

Dear Hon. Peter Aldana,

Please rest assured that Kofile Technologies, Inc. (hereby Kofile) continues to be a "sole source provider" by offering areas of professional-level service still not available by other vendors.

With Kofile, Riverside County will ensure public access and bring historical data into the 21st century, while still protecting the original source. Kofile understands local government records and the role of the County Recorder's Office. Kofile's solution includes custom services for each page. Riverside County will not receive 'as-is' or 'scan it and forget it' services. Riverside's decades of experience, realistic solutions, and professional analysis guarantee project success. Currently, original records are at risk of deterioration as a result of everyday use,

Many of our projects involve re-imaging what low-bid vendors have already imaged. Kofile's imaging procedures are implemented with the input of professional paper conservators. Riverside County mitigates liability by utilizing Kofile for these records management services.

natural aging, acidic content of inks and paper, lack of environment controls, and exposure to UV light. With a permanent retention level, they demand immediate attention.

Kofile can provide any required services at one facility and without the use of subcontractors. Services can include restoration, preservation, deacidification, mending/reinforcement, encapsulation, binding/sewing, archival image capture and processing, microfilming, and proprietary indexing solutions (with onshore indexing at Kofile facilities). Kofile's ability to provide these services reduces cost, mitigates risk, and ensures quality digital images free of distortion and information loss with capture from the original source. Kofile proposes a unique solution that no other vendor can offer to Riverside County.

Why unique? Services and products are developed to assist counties by providing superior solutions to common records management issues. Kofile has revolutionized the preservation industry with effective and efficient archival products designed specifically for county government. Each exclusive product is the result of our Made-in-America ingenuity.

Kofile's unique archival products and their exclusive U.S. Patent statuses are the results of years of research, testing, development, and expertise.

Why exclusive? No other vendor provides this level of technology. Kofile is the developer, manufacturer, and distributor of the Lay-Flat Archival Polyester Pocket™ and DSB. Kofile owns the patent on the Lay-Flat Archival Polyester Pocket™ and the DSB. Kofile is the only DSB manufacturer, and no other company can offer it.

It is with the support of these unique and exclusive options that Kofile is justified to serve as sole source during this project. The benefits are detailed in the following.

Let these product specifications serve to justify the exceptional benefits of Kofile's unique archival products. Their exclusive U.S. Patent statuses are the direct results of Kofile's years of research, testing, development, and expertise. Kofile is the only vendor capable of providing this quality of service.

Lay-Flat Archival Polyester Pocket™

US Patent Number 7,943,220 B1, issued on May 17, 2011.

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



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

Kofile utilizes SKC Films, Skyroll SH72S® PET polyester for all of its encapsulation projects. Each sheet is encapsulated in a custom Lay-Flat Archival Polyester Pocket™.

Polyester or Polyethylene Terephthalate (PET) is the most inert, rigid, dimensionally stable (*dimstab*), and strong plastic film. It is crystal clear, smooth, and has no odor. While it is the most expensive, PET's non-damaging properties deem it the superior choice for long-term storage by Archivists. It is available in a number of thicknesses (or gauges). Also, it will not distort or melt in case of fire. The inherent static cling of SKC SH725 polyester provides physical support and protection from daily use.



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

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

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

Pockets are initially sealed on three sides, and the binding process seals the fourth side with a static seal. This seal blocks contaminations to the carefully cleaned and deacidified document, and reduces the risk of mold and mildew growth. Also, with this method, should the County need to access the original sheet, the Pocket would not need to be cut for access and replaced.

Disaster Safe County Binder™ and Heritage Recorder Binder US Patent Number 10,160,255, issued on December 25, 2018.

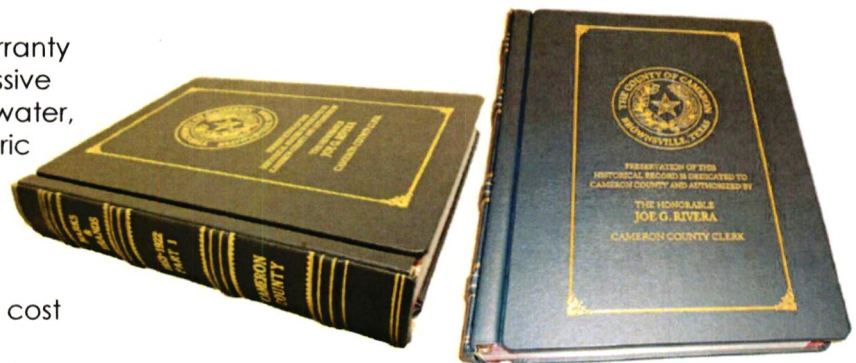
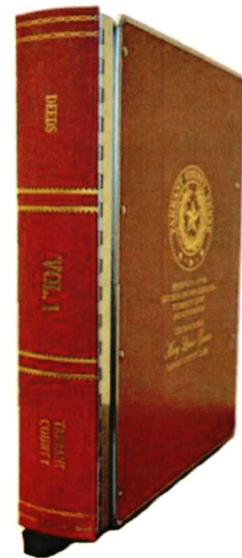
Kofile proposes that original volumes are bound in our proprietary *Disaster Safe County Binders™* (DSB) or Heritage Recorder Binders. Our binders offer unparalleled protection against water and fire damage. In their second-generation models, upgrades include simplified access to the posts, and refined mechanisms and construction.

Proprietary Features

Our binders provide unparalleled protection and storage. Developed after Hurricane Katrina to address the devastation of the Orleans Parish archives, they protect sheets from water, fire, and physical disruption. The primary problem in 2005 was 100% relative humidity. With weeks of no power, mold was rampant. Our binder technology is the result of a hard lesson about environmental dangers. It addresses what went wrong in that disaster.

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

Our binders feature a lifetime warranty against rust. They provide progressive protection from exposure to fire, water, Relative Humidity (RH), atmospheric pollutants, ultraviolet (UV) light, impact, and drops. Any product that fails to operate properly or maintain its original integrity is replaced at no cost to Riverside County. This is our commitment of value and service to our customers.



Kofile also extends the following differentiators and proprietary products and services to Riverside County:

Key Differentiators

▶ **Demonstrated Ability to Deliver Large Projects**

- Awarded and completed more than 50 preservation projects exceeding \$1M.
- With eight locations and more than 600 employees dedicated to preservation services, Kofile has the ability to deliver large scale projects.

▶ **Lifetime Warranty on all Products and Lifetime Guarantee on all Services**

Lifetime guarantee on all services and workmanship. Products feature a Lifetime Warranty against defects.

▶ **Subject Matter Expertise**

In 2013, Kofile was an Awardee of a three-year Library of Congress FEDLINK Preservation Services for Library & Archival Collections contract (FEDLINK No. LC13G7905).

Second- and third-generation conservators and public records experts lead projects, including pioneers in preservation, imaging, re-creation, and data entry.

- Senior Conservator with 40+ years of experience.
- Professional Associate (PA) with The American Institute for Conservation (AIC).
- Imaging/Re-creation Manager with 17+ years of experience.
- Data Entry Manager with 30+ years of experience.

▶ **Proven work history with the Riverside County**

- Many of Riverside County's deed records have already been preserved by Kofile, and we can guarantee that all work performed as a part of this project will utilize the same custom binders from our bindery, designed and built to match the exact specification to what is already contained in your vault.

▶ **Permanent Facility**

Kofile's preservation facility maintains a high level of security:

- Security fence surrounds the property, and security cards control access.
- On-site security guards are present 24/7.
- Our F5 Tornado Resistant building is made of fire-resistant brick and concrete, with structural steel support members, fire-rated walls, ceilings, and floors.
- State of the art security systems protect the entire facility and all its vaults.

Proprietary Processes

▶ **Archival Solution for Negative Photostats**

Kofile has designed a machine to efficiently apply Archival Polyester Stabilizer to support long-term use and storage. This protective coating contains ultraviolet absorbers (UVAs) and waterproof properties.

▶ **Ultrasonic Humidification Chamber**

Humidification is essential for fragile documents or Case Files in which manual unfolding would harm the document's structural integrity.

▶ **Equipment: Overhead Planetary Scanners**

For off-site scanning projects, at our facility, Kofile has invested in large format planetary scanners as part of our commitment to preserving permanent documents and ensuring the best possible image capture.

▶ **Image Processing: Zonal Enhancements**

Proprietary software provides custom clean-up such as de-skew, de-speckle, character repair, and zonal enhancements for items that are stained, fragile, or have non-standard coloring.

▶ **QC: Quality Guarantee**

Kofile does not miss pages, produce illegible images, or damage documents. Kofile will QC each image and sight verify.

▶ **Transportation in Kofile-owned and operated climate-control vehicle**

For projects with large inventories, Kofile personnel will pick up and personally transport Riverside County's records. Kofile operates its own climate-controlled vehicle.

▶ **Access to the Knowledge of the World Leader in Microfilm**

In 2011, our parent company purchased the Micrographics Division of Eastman KODAK. We now employ the world's foremost experts in micrographic services.

Deacidification Without Encapsulation

It has come to our attention that vendors are claiming that deacidification and/or conservation treatments are not necessary. These vendors claim they are "saving money" by only encapsulating and binding sheets. At Kofile, we are grieved to hear about these claims. These claims are false. They have no basis in professional conservation standards and are not supported by laboratory testing. In fact, studies by the Library of Congress (LOC) concluded that encapsulation without deacidification can accelerate aging. Please see the article, "Aging of Paper Sealed Within Polyester Film," for all quotes included herein, <http://www.loc.gov/preservation/resources/rt/age/age_5.html>).

Records are composed of organic materials, such as paper, cloth, leather, paste, and glue. These components are hygroscopic (readily absorbing and retaining moisture). Sheets deteriorate as acidic inks (such as iron gall ink) "eat through" the paper. During the wood pulp paper-making process, bleaching agents were introduced to achieve brightness. Now, years later, acidic, dull yellows replace the bright white. Merely encapsulating a sheet will not address any of these chemical issues.

As the LOC states, "encapsulation treatment is frequently used in paper conservation as a protective measure to shield precious and fragile documents from physical stress, as well as from dust, etc." To encapsulate without buffering agents, entraps the historic sheet in an acidic time bomb. The LOC study even proved that "half-sealed paper aged just as rapidly as paper sealed completely." Deterioration of the sheet *continually gathers momentum as acidic degradation products continue to accumulate. Like a rock rolling down a slope, the decline in physical, as well as chemical properties of acidic paper within books or other isolated micro- environments, continues to accelerate until the paper becomes unstable.*

Deacidification is not optional. Chemical treatment provides an alkaline reserve to neutralize acids on each side of the sheet. Deacidification is only performed after careful pH and compatibility testing. Only a professional conservator should treat historical records. Besides deacidification, sheets still need surface cleaning and the removal of acid tape and adhesives. Fasteners such as binder clips, staples, paper clips, string ties, rubber bands, brads, straight pins, post-it notes, etc. can cause damage in short periods. This includes physical damage (decreased paper strength due to punctures and/or distortion) and chemical damage (rust). As metal oxidizes, the resulting rust "eats" the surrounding paper fibers.

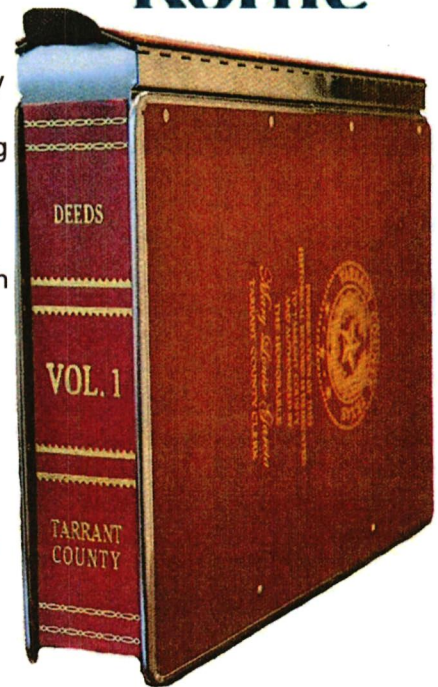
Kofile provides a combination of services and knowledge that no other vendor provides. Superior experience with historical documents ensures that Kofile can address any concerns regarding the handling of fragile items, image capture, and quality of work.

Please do not hesitate to contact us with any questions.

Sincerely,

David Baldwin

David Baldwin
Vice President of Sales – West Region
Dave.Baldwin@Kofile.Com





**PETER ALDANA
COUNTY OF RIVERSIDE
ASSESSOR-COUNTY CLERK-RECORDER**

Assessor
(951) 955-6200

County Clerk-Recorder
(951) 486-7000
www.riversideacr.com
www.riversidetaxinfo.com

Mailing Address
P.O. Box 751
Riverside, CA 92502-0751

Date: January 24, 2023
From: Peter Aldana, Assessor -County Clerk- Recorder
To: Purchasing Agent
Via: Ann Marie Ortega Foglio, 951-955-4929 (Lisa Anderson)
Subject: Sole Source Procurement; Request for Preservation of Historical Records

The below information is provided in support of my Department's request for approval of a Sole Source. (*Outside of a duly declared emergency, the time to develop a statement of work or specifications is not in itself justification for sole or single source.*)

1. **Supplier being requested: Kofile Technologies Inc., dba Kofile**
2. **Vendor ID: 0000230546**
3. **Single Source** **Sole Source**
4. **Have you previously requested and received approval for a sole or single source request for this vendor for your department?** (*If yes, please provide the approved sole or single source number*).
 Yes **No**
SSJ# _____
- 4a. **Was the request approved for a different project?**
 Yes **No**
5. **Supply/Service being requested: Preservation of Historical Records**
6. **Unique features of the supply/service being requested from this supplier: Letter from Vendor is attached. Highlights below.**

Kofile's unique archival products and their exclusive U.S. Patent statuses are the results of years of research, testing, development, and expertise. Kofile is the developer, manufacturer, and distributor of the Lay-Flat Archival Polyester Pocket™ and Disaster Safe County Binder™.

Encapsulation using the Lay-Flat Archival Polyester Pocket™ is an archival method for housing brittle and fragile documents. In archival encapsulation, the document is free floating inside the envelope. It is not adhered, or heat set, to anything. The clear inert archival polyester film used can be imaged through with high clarity. The Library of Congress has approved several materials suitable for encapsulation.

The Lay-Flat Archival Polyester Pocket™ would be used in conjunction with the Disaster Safe County Binder™. The binders feature a lifetime warranty against rust. Any product that fails to operate properly or maintain its original integrity is replaced at no cost.

The use of both trade-marked products provides progressive protection from exposure to fire, water, Relative Humidity (RH), atmospheric pollutants, ultraviolet (UV) light, impact, and drops.

7. Reasons why my department requires these unique features from the vendor and what benefit will accrue to the county: Market research showed there are vendors who can provide similar services, but only by using subcontractors. Kofile can provide all required services at one facility, without the use of subcontractors. Kofile's ability to provide these services in one location, reduces cost, mitigates risk, and ensures quality digital images free of distortion and information loss with capture from the original source. Kofile's preservation facility maintains a high level of security: ■ Security fence surrounds the property, and security cards control access. ■ On-site security guards are present 24/7. ■ F5 Tornado Resistant building is made of fire-resistant brick and concrete, with structural steel support members, fire-rated walls, ceilings, and floors. ■ State of the art security systems protect the entire facility and all its vaults.

8. Period of Performance: From: 2/7/2023 to 2/6/2025 (2 year)

Is this an annually renewable contract? No Yes

Is this a fixed-term agreement: No Yes

(A fixed-term agreement is set for a specific amount of time; it is not renewed annually. Ensure multi-year fixed-term agreements include a cancellation, non-appropriation of funds, or refund clause. If there is no clause(s) to that effect, then the agreement must be submitted to the Board for approval. No exemptions shall apply.)

9. Identify all costs for this requested purchase. In addition, please include any single or sole source amounts previously approved and related to this project and vendor in the section designated below for current and future fiscal years. You do not need to include previous fiscal year amounts. If approval is for multiple years, ongoing costs must be identified below. If annual increases apply to ongoing costs such as CPI or other contract increases, provide the estimated annual cost for each consecutive year. If the annual increase may exceed the Purchasing Agent's authority, Board approval must be obtained. (Note: ongoing costs may include but are not limited to subscriptions, licenses, maintenance, support, etc.)

Description:	FY 22/23 – 24/25	Total
Ongoing Costs:	(2/7/23 – 2/6/25)	
Preservation Index to Official Grantees Plaintiffs	\$1,121,072.72	\$1,121,072.72
Preservation Index Official Grantors Defendants	\$1,306,618.72	\$1,306,618.72
Tabs-Grantees/Grantors	\$236,400.00	\$236,400.00
Image Splitting	\$200,671.50	\$200,671.50
Discount #1 – Image Splitting	-\$200,671.50	-\$200,671.50
Discount #2 – Misc.	-\$182,045.72	-\$182,045.72
Total Costs	\$2,482,045.72	\$2,482,045.72

