

BID NUMBER ITB TI 19-024

TO: CITY OF LONG BEACH
CITY CLERK
ATTN: Sokunthea Kol
333 West Ocean Boulevard, Lobby Level
Long Beach, California 90802



INVITATION TO BID

Citywide Backfile Scanning Services

CONTRACT NO. **35202**

1. COMPLETE CONTRACT:

This Invitation to Bid, together with THE NOTICE INVITING BIDS, the entire Bid (including Specifications), or any items(s) thereof, the signature page, Instructions to Bidders, General Conditions, Special Conditions, Bid Section, Addendums, and when required, CONTRACTOR'S BOND shall become the Contract upon its acceptance by the City Manager or designee on behalf of the City of Long Beach. Contractor will be provided with a copy of the executed Contract. All materials or services provided by the Contractor shall comply with the City Charter, and all applicable Federal, State and City Laws.

2. SERVICES TO BE PROVIDED BY THE CONTRACTOR:

Contractor shall upon acceptance of this Bid by the City, furnish the goods and services herein specified according to the terms and conditions set forth herein.

3. AMOUNT TO BE PAID:

The City shall pay Contractor for the goods or services as described in the section entitled "PAYMENT" in the Instructions to Bidders.

4. CHOICE OF ALTERNATE PROVISIONS; OPTIONS; NOTIFICATION:

When alternative provisions are requested, or options are offered, Contractor will be notified as to which provision, or option, is being accepted at the same time that he is notified that he is the successful Bidder.

5. DECLARATION OF NON-COLLUSION:

The undersigned certifies or declares under penalty of perjury that this Bid is genuine and not sham or collusive, or made in the interest or on behalf of any person or entity not herein named; that the Bidder has not directly or indirectly induced or solicited any other Bidder to submit a sham bid, or any other person or entity to refrain from bidding, and that the Bidder has not in any manner sought by collusion to secure to himself any advantage over other Bidders.

BIDDER MUST COMPLETE AND SIGN BELOW:

(Signature of Corporate Officers or persons authorized to sign bids and contracts on behalf of the Contractor – refer to page 2 Instructions Concerning Signatures.)

EXECUTED AT: Draper, Utah ON THE 10th DAY OF January, 2019
CITY STATE MONTH

COMPANY NAME: MetaSource, LLC TIN: [REDACTED]
(FEDERAL TAX IDENTIFICATION NUMBER)

STREET ADDRESS: 67 West 13490 South, Suite 300 CITY: Draper STATE: UT ZIP: 84020

PHONE: 385-351-6651 FAX: 801-208-1126

S/ [Signature] President & CEO
(SIGNATURE) (TITLE)

Adam Ostherd aostherd@metasource.com
(PRINT NAME) (EMAIL ADDRESS)

S/ [Signature] Associate Vice President
(SIGNATURE) (TITLE)

Mark Ridder mridder@metasource.com
(PRINT NAME) (EMAIL ADDRESS)

ALL SIGNATURES MUST BE NOTARIZED FOR ALL COMPANIES LOCATED OUTSIDE THE STATE OF CALIFORNIA.
NO OUT-OF-STATE BID WILL BE CONSIDERED UNLESS A NOTARIAL ACKNOWLEDGMENT IS ATTACHED.
NOTARIES ARE NOT REQUIRED FOR CALIFORNIA BIDDERS.

IN WITNESS WHEREOF the City of Long Beach has caused this contract to be executed as required by law as of the date stated below.

THE CITY OF LONG BEACH

BY [Signature]
Director of Financial Management

4/23/19
Date

APPROVED AS TO FORM

APR 1 22, 2019
CHARLES PARKIN
CITY ATTORNEY

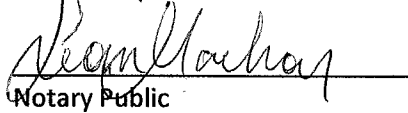
[Signature]
Deputy

UTAH NOTARY ACKNOWLEDGMENT

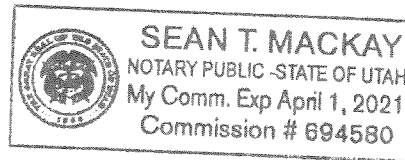
State of Utah)
) ss.
County of Salt Lake)

On this 10th day of January, in the year 2019, before me Sean Mackay, a notary public, personally appeared Adam Osthe, President & CEO of MetaSource, LLC and Mark Ridder, Associate Vice President of MetaSource, LLC, proved on the basis of satisfactory evidence to be the persons whose names are subscribed to Bid Number ITB TI 19-024, and acknowledged that they executed the same.

Witness my hand and official seal.


Notary Public

(Seal)



ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of ~~CALIFORNIA~~ UTAH
County of Salt Lake)

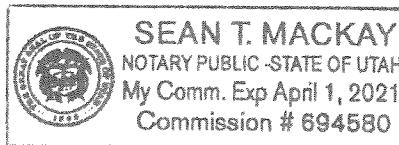
On 1/10/2019 before me, Sean Mackay notary public
(insert name and title of the officer)

personally appeared Adam Osthed, President & CEO, and Mark Ridder, Associate Vice President, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Sean Mackay* (Seal)



OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
☒ CORPORATE OFFICER
President and Associate Vice President
TITLE (S)
☐ PARTNER(S) ☐ LIMITED
GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
OTHER: _____

DESCRIPTION OF ATTACHED DOCUMENT

Bid Number ITB TI 19-024
TITLE OR TYPE OF DOCUMENT
101
NUMBER OF PAGES
1/10/2019
DATE OF DOCUMENT

SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES):

MetaSource, LLC

SIGNER(S) OTHER THAN NAMED ABOVE

INSTRUCTIONS TO BIDDERS

1. PREPARATION OF BID:

The preparation of the Bid, including visits to the Site prior to submittal of the Bid, shall be at the expense of Bidder. All prices and notations must be typewritten or written in ink. Any markings in pencil shall not form part of the Bid and shall be disregarded by the City. Any changes or corrections in the Bid must be initialed in ink by the person signing the Bid. Bidder shall state brand name or make of each item bid. If not bidding on item as described, the manufacturer's name and catalog number of the substitute must be given. Bidder shall also attach specifications and furnish other data to establish the suitability of the substitute. Bidder shall quote separately on each item. Bidder shall quote his lowest price and best delivery date as no changes are permitted after the bid opening. Cash discounts offered for payment within fourteen (14) days or less will not be considered when evaluating bids. No telephonic, telegraphic or fax Bids are acceptable.

NOTE: ALL PAGES OF THE INVITATION TO BID MUST BE RETURNED.

2. EXAMINATION OF BID:

Bidder is responsible for examining the Invitation to Bid and submitting its Bid complete and in conformance with these instructions.

3. CONDITIONS OF WORK:

Bidder shall carefully examine the Site to become fully informed regarding all existing and expected conditions and matters, which could affect performance, cost or time of the Work.

4. DISCREPANCIES IN BID DOCUMENTS:

If Bidder finds discrepancies in or omissions from the Invitation to Bid, if the intent of the Invitation is not clear, or if provisions of the Specifications restrict Bidder from bidding, he may request in writing that the deficiency(s) be modified. Such request must be received by the City Purchasing Agent at least five (5) working days before bid opening date. Bidders will be notified by Addendum of any approved changes in the Invitation to Bid.

5. ORAL STATEMENTS:

The City of Long Beach shall not be bound by oral statements made by any employee or agent concerning this Invitation to Bid. If Bidder requires specific information, Bidder must request it in writing and obtain a reply in writing from the City.

6. BRAND NAMES AND SPECIFICATIONS:

The detailed specifications and/or brand names stated are descriptive only and indicate quality, design and construction of items required. **Offers will be considered to supply articles substantially the same as those described herein but with minor variations. Bidders must describe variations in the Bid.** Substitute items must be equal in quality, utility and performance. **The phrase "or approved equal" throughout the specifications means that the City in its sole and absolute discretion shall make the final determination whether or not the substitute items are equal.**

7. AWARD:

Bid shall be subject to acceptance by the City for a period of three (3) months unless a lesser period is prescribed in the quotation by Bidder. The City reserves the right to award all items to one Bidder, or to award separate items or groups of items to various Bidders, or to increase or decrease the quantities of any item. Bidder may submit alternate prices or name a lump sum or discount conditional on two or more items being awarded to him.

The City's purchases of goods and services are based on the City's actual needs and requirements. The City is obligated under this contract/purchase order to purchase and pay for only those goods and services that the City needs and requires, and that the City actually orders and receives. Any dollar amount identified as a "not to exceed:" amount in any City document is not a guaranteed payment amount to any contractor or service provider. Furthermore, the City may determine that its needs and requirements may be met by City labor or by a second contractor or service provider, even after an award is made to one contractor or service provider. An award is not a promise or guarantee of exclusivity.

Bidders are cautioned that comments and statements, whether oral or written, made by City employees regarding the validity of Bids, the waiver of deviations from Specifications, the possibility or probability of an award being made to a particular Bidder, and other similar matters are NOT binding on the City. Bidders should not order materials, obtain financing or take other actions based on such comments and statements. Only authorization of a Contract by the City Council or issuance of a Purchase Order is conclusive and binding on the City with respect to this Bid and its resulting Contract or Purchase Order. However, prior to authorization by the City Council or issuance of the Purchase Order, Bidders may rely on: (1) approval of an "equal" or "substitute" item which will be issued in writing, and (2) written notice of intent to award by the City Council, which is often issued prior to the authorization by the City Council so that a Bidder can order materials that have a long lead time.

8. PAYMENT:

Payment terms are NET/30 unless Bidder otherwise quotes. All Cash Discounts shall be taken and computed from the date of delivery or completion and acceptance of the material, or from date of receipt of invoice, whichever occurs last. Invoices must be submitted as specified at the time of shipping authorization. Partial payments may be made by the City on delivery & acceptance of goods and on receipt of goods and on receipt of Contractor's invoice.

In the event the Contract to be awarded hereunder, including specifications and other documents incorporated therein by reference, provides for the withholding of moneys by the City to ensure performance of such Contract, Contractor may deposit with the City, as a substitute for said withheld moneys, securities listed in Section 16430 of the California Government Code or bank or savings and loan certificates of deposit, or both, equivalent to the amount withheld, provided Contractor requests permission to make such substitution and bears all expenses in connection therewith.

9. SAFETY APPROVAL:

Where required by City Regulations, any items delivered must carry Underwriters Laboratories Approval or City of Long Beach City Safety Officer approval. Failure to so comply will be cause to reject Bid. Also, any equipment must conform with the Safety Orders of the California Division of Industrial Safety and OSHA regulations.

10. BUSINESS LICENSE:

The Long Beach Municipal Code (LBMC) requires all businesses operating in the City of Long Beach to pay a business license tax. In some cases the City may require a regulatory permit and/or evidence of a State or Federal license. Prior to issuing a business license, certain business types will require the business license application and/or business location to be reviewed by the Development Services, Fire, Health, and/or Police Departments. For more information, go to www.longbeach.gov/finance/business_license.

INSTRUCTIONS TO BIDDERS

11. PUBLIC WORK AND PREVAILING WAGES:

The Contractor to whom the contract is awarded, along with its subcontractors, shall pay not less than the general prevailing rate of per diem, holiday and overtime wages established by the Department of Industrial Relations (DIR) of the State of California for the locality in which the public work is to be performed for each craft, classification or type of worker needed to execute the contract. Refer to the California DIR's website, <http://www.dir.ca.gov/dlsr> for such prevailing wages and additional information.

The Director of Public Works of the City by and on behalf of the City Council has obtained from the Director of the Department of Industrial Relations of the State of California the general prevailing rate of per diem wages and the general prevailing rate of holiday and overtime work in the locality in which the public work is to be performed for each craft, classifications or type of workers needed to execute the Contract, and the same is on file with the City Engineer, 9th floor, City Hall, 333 W. Ocean Boulevard, Long Beach, California 90802. It shall be mandatory upon the Contractor to whom the Contract is awarded, and his Subcontractors to pay not less than the said prevailing rate of wages to all workers employed by Contractor or said Subcontractors in the execution of the Contract.

12. RIGHT TO REJECT:

The City reserves the right to reject at any time any or all Bids, or parts thereof, and to waive any variances, technicalities and informalities which do not impair the quality, utility, durability or performance of the items.

13. SAMPLES:

Samples of items when requested or required must be furnished to the City free of expense to the City and, if not destroyed by tests, will upon request be returned at Bidder's expense.

14. PRICES:

Prices shall be in accordance with those extended to other governmental agencies. In case of error in extension of prices, unit price will govern. All prices must be firm for the Contract term unless the City specifically provides for adjustment.

15. CITY'S POLICY FOR MINORITY AND WOMEN-OWNED BUSINESSES:

The City of Long Beach is committed to providing maximum opportunities for Disadvantaged, Minority, Women and Long Beach Business Enterprises (DBEs, MBEs, WBEs and Local) to compete successfully in supplying our needs for products and services.

SUBCONTRACTORS

To assist the City in maintaining records of its Minority and Women Outreach Program, Bidder is requested to provide the following information. Answers are optional, and failure to answer will not disqualify Bid. If additional space is required, Bidder shall attach a separate sheet.

The following Minority- or Woman-owned subcontractors are to be utilized to provide equipment, material, supplies and/or services for this Contract requirement:

Company Name: NONE

Address: _____

Commodity/Service Provided: _____

Circle appropriate designation: MBE WBE

Ethnic Factors of Ownership: (more than 51%)

Black	()	American Indian	()
Hispanic	()	Other Non-white	()
Asian	()	Caucasian	()

Certified by: _____

Valid thru: _____

Dollar value of participation: \$ _____

16. BID SUBMITTAL AND WITHDRAWAL OF BIDS:

Electronic Bids shall be submitted via the City's secure online bidding system. All required sections of the Bid must be submitted via the website. Bidder is solely responsible for "on time" submission of their electronic bid. The Bid Management System will not accept late bids and no exceptions shall be made. Bidders will receive an e-bid confirmation number with a time stamp from the Bid Management System indicating their bid was submitted successfully. The City will only receive those bids that were transmitted successfully.

Pricing shall be submitted electronically on the Line Items tab and all pages of the bid document shall be uploaded as a general attachment.

Bids may be withdrawn at any time prior to the bid due date via the Bid Management System.

In addition to the electronic submission, bidders shall submit the following original document(s) with wet signature(s) in a sealed envelope to the address shown below:

1. Original bid cover page
2. A notarized California All-Purpose Acknowledgement Form (for companies located outside the State of California)

SUBMIT TO:
CITY OF LONG BEACH
CITY CLERK – ATTN: Sokunthea (Soey) Kol
333 W OCEAN BLVD/PLAZA LEVEL
LONG BEACH CA 90802

BID DUE DATE: January 15, 2019

TIME: 11:00 am

17. BID OPENING PROCEDURES:

All bids are publicly opened and will be posted on the City's online system at the date and time noted on the Invitation to Bid.

Bid results are posted on the City's online system as soon as they have been reviewed for responsiveness. Bids are awarded to the lowest responsible and responsive bidder meeting the City's specifications. Bid results will not be given out via telephone, City email, or facsimile.

CAUTION: Only the City Council has authority to make an award, and a contract is not in effect until the City Council makes an award and contract documents (including insurance and bonds) are signed, submitted and approved.

Bid protest procedures may be obtained from the Buyer. Protests must be submitted within five (5) business days following the electronic notification of intent to award.

INSTRUCTIONS TO BIDDERS**18. INTER-AGENCY PARTICIPATION:**

IF OTHER AGENCIES EXPRESS AN INTEREST IN PARTICIPATING IN THIS BID, WOULD YOU SUPPLY THE SAME ITEMS.

YES X NO

(If yes, any agency electing to participate in this Bid will order its own requirements without regard to the City of Long Beach. The City of Long Beach assumes no liability or payment guarantee on any units sold to participating agencies.)

19. AMERICANS WITH DISABILITIES ACT:

Contractor shall have and be allocated the sole responsibility to comply with the Americans with Disabilities Act of 1990 ("ADA") with respect to performance hereunder and contractor shall defend, indemnify and hold the City, its officials and employees harmless from and against any and all claims of failure to comply with or violation of the ADA as said claim relates to this Contract.

20. EQUAL BENEFITS ORDINANCE:

Bidders/Proposers are advised that any contract awarded pursuant to this procurement process shall be subject to the applicable provisions of Long Beach Municipal Code section 2.73 et seq., the Equal Benefits Ordinance. Bidders/Proposers shall refer to Attachment/Appendix for further information regarding the requirements of the Ordinance.

All Bidders/Proposers shall complete and return, with their bid/proposal, the Equal Benefits Ordinance Compliance form contained in the Attachment/Appendix. Unless otherwise specified in this procurement package, Bidders/Proposers do not need to submit supporting documentation verifying with their bids/proposals. However, supporting documentation verifying that the benefits are provided equally shall be required if the Bidder/Proposer that is selected for award of a contract.

CONTRACT – GENERAL CONDITIONS

1. Acceptance of the offer contained in this Contract is expressly limited to the terms and conditions of such offer as herein stated.
2. No charges for taxes, transportation, boxing, packaging, crating or returnable containers will be allowed and paid by the City unless separately stated hereon. All sales, use, excise or similar taxes to be paid by the City must be itemized separately hereon and on invoices. The City is exempt from payment of Federal Excise Tax under Certificate No. 95-73 0502K and none shall be charged to the City.
3. The City's obligation to pay the sum herein stated for any one fiscal year shall be contingent upon the City Council of the City appropriating the necessary funds for such payment by the City in each fiscal year during the term of this Contract. For the purposes of this section a fiscal year commences on October 1 of the year and continues through September 30 of the following year. In the event that the City Council of the City fails to appropriate the necessary funds for any fiscal year, then, and in that event, the Contract will terminate at no additional cost or obligation to the City.
4. Contractor shall deliver the materials, equipment, supplies or services, or cause the work to be performed, within the time and in the manner specified in the Contract. Times and dates stated herein are of the essence. If at any time Contractor has reason to believe that deliveries will not be made as scheduled, written notice setting forth the cause of the anticipated delay shall be given immediately to the City. Deliveries must be prepaid. C.O.D. shipments will not be accepted.
5. The City reserves the right at any time to make changes in drawings and specifications, in methods of shipment and packaging and in place of delivery as to any articles covered by this Contract. In such event there will be made an equitable adjustment in price and time of performance mutually satisfactory to Contractor and the City; but any claim by Contractor for such an adjustment must be made within thirty (30) days of such change.
6. Contractor warrants that the goods, machinery or equipment delivered or the work performed hereunder shall conform to the specifications, drawings, samples or other description specified by the City and shall be fit and sufficient for the purpose intended, merchantable, of good material and workmanship, in good working order and free from defect or faulty workmanship for a period of ninety (90) days. When defective goods, machinery, or equipment or faulty workmanship is discovered which requires repair or replacement pursuant to this warranty, Contractor shall provide all labor, materials, parts and equipment to correct such defect at no expense to the City.
7. Contractor shall indemnify, protect and hold harmless City, its Boards, Commissions, and their officials, employees and agents ("Indemnified Parties"), from and against any and all liability, claims, demands, damage, loss, obligations, causes of action, proceedings, awards, fines, judgments, penalties, costs and expenses, including attorneys' fees, court costs, expert and witness fees, and other costs and fees of litigation, arising or alleged to have arisen, in whole or in part, out of or in connection with (1) Contractor's breach or failure to comply with any of its obligations contained in this Contract, including any obligations arising from the Contractor's compliance with or failure to comply with applicable laws, including all applicable federal and state labor requirements including, without limitation, the requirements of California Labor Code section 1770 et seq. or (2) negligent or willful acts, errors, omissions or misrepresentations committed by Contractor, its officers, employees, agents, subcontractors, or anyone under Contractor's control, in the performance of work or services under this Contract (collectively "Claims" or individually "Claim").

In addition to Contractor's duty to indemnify, Contractor shall have a separate and wholly independent duty to defend Indemnified Parties at Contractor's expense by legal counsel approved by City, from and against all Claims, and shall continue this defense until the Claims are resolved, whether by settlement, judgment or otherwise. No finding or judgment of negligence, fault, breach, or the like on the part of Contractor shall be required for the duty to defend to arise. City shall notify Contractor of any Claim, shall tender the defense of the Claim to Contractor, and shall assist Contractor, as may be reasonably requested, in the defense.

If a court of competent jurisdiction determines that a Claim was caused by the sole negligence or willful misconduct of Indemnified Parties, Contractor's costs of defense and indemnity shall be (1) reimbursed in full if the court determines sole negligence by the Indemnified Parties, or (2) reduced by the percentage of willful misconduct attributed by the court to the Indemnified Parties.

If the Contractor elects to use subcontractors, Contractor agrees to require its subcontractors to indemnify Indemnified Parties and to provide insurance coverage to the same extent as Contractor. The provisions of this Section shall survive the expiration or termination of this Contract.
8. The City reserves the right to terminate this Contract at any time in whole or in part even though Contractor is not in default hereunder. In such event there will be made an equitable adjustment of the terms that is mutually satisfactory to the City and Contractor. Upon receipt of any notice of such termination, Contractor shall, unless such notice otherwise directs, immediately discontinue all work on the Contract and deliver, if and as directed, to the City all completed and partially completed articles, work in process and materials purchased or acquired for performance of the Contract. The provisions of this section shall not limit or affect the right of the City to terminate this Contract immediately upon written notice of breach.

CONTRACT – GENERAL CONDITIONS

9. The City reserves the right to cancel this Contract or any part thereof and reject delivery of goods if delivery is not undertaken and completed when specified and in accordance with specifications. Contractor shall be charged for any direct losses, but not any consequential damages, sustained by the City by reason of such delay or failure, excepting losses caused by a delay for reasons beyond Contractor's reasonable control. Direct losses shall include any costs to the city in excess of the Contract price of obtaining goods from other sources similar to those cancelled or rejected hereunder.
10. The City shall pay to Contractor the price(s) specified in the Contract on delivery of the materials, equipment, supplies or services and acceptance thereof by the City Manager or his designee, or upon completion of the work to be performed and accepted thereof, as specified in the Contract. Defective articles or articles not in accordance with the City's specifications shall be held for Contractor's instructions at Contractor's risk, and if Contractor so directs will be returned at Contractor's expense.
11. No return or exchange of material, equipment or supplies shall be permitted without written approval of the City Purchasing Agent.
12. All royalties for patents, or changes for the use of patents, which may be involved in any article to be furnished under this Contract shall be included in the Contract price.
13. In cases where a price subject to escalation has been agreed upon, the price escalation shall be shown as a separate item on the invoice. Unless an escalator clause has been shown as a specific part of this Contract Contractor shall not be entitled to reimbursement for costs incurred due to escalation.
14. All materials, supplies and equipment provided under this Contract shall be in full compliance with the Safety Orders and Regulations of the Division of Industrial Safety of the State of California, Title 8, California Code of Regulations (CAL/OSHA) and all applicable OSHA regulations as well as all other applicable California Code of Regulations. Contractor shall indemnify and hold the City, its officials, and employees harmless for, of and from any and all loss, including but not limited to fines, penalties and corrective measures, the City may sustain by reason of Contractor's failure to comply with said laws, rules and regulations in connection with the performance of this Contract.
15. Contractor shall keep confidential and not disclose to others or use in any way to the detriment of the City confidential business or technical information that the City may disclose in conjunction with this Contract or Contractor may learn as a result of performing this Contract.
16. This Contract shall not be assigned in whole or in part, nor any duties delegated without the City's prior written approval.
17. The remedies herein reserved shall be cumulative and additional to any other remedies at law or in equity. The waiver of any breach of this Contract shall not be held to be a waiver of any other or subsequent breach. The City's failure to object to provisions contained in any communication from Contractor shall not be deemed an acceptance of such provisions or a waiver of the provisions of this Contract.
18. This Contract shall not be amended or modified, except by written agreement signed by the parties and expressly referring to this Contract.
19. Contractor shall indemnify, hold harmless and defend the City, its officials and employees from any damage, claim, loss, cost, liability, cause of action or expense, including reasonable attorney's fees, whether or not reduced to judgment, arising from any infringement or claimed infringement of any patent, trademark or copyright, or misappropriation of confidential information or trade secrets of any third party and based on the manufacture, sale or use of goods, machinery or equipment supplied hereunder.
20. Contractor shall furnish further itemization and breakdown of the Contract price when requested by the City.
21. Contractor, in the performance of any work or the furnishing of any labor under this Contract, shall be considered as an independent contractor. Contractor, his agents and employees shall not be considered as employees of the City.
22. Contractor and subcontractor(s) shall not discriminate against any person in the performance of this Contract and shall comply with applicable federal, state and city equal employment opportunity laws, ordinances, rules and regulations. Contractor and subcontractor(s) shall not discriminate against any employee or applicant for employment or against any subcontractor on the basis of race, color, religion, national origin, sex, sexual orientation, AIDS, HIV status, age, disability, or handicap, subject to federal and state laws, rules and regulations.
23. Contractor shall comply with all applicable federal, state and local laws pertaining to the subject matter hereof.
24. Contractor shall submit samples of all documents that Contractor may require the City to execute to complete this transaction. By accepting these samples as part of the bid or by awarding the Contract to a Contractor who has submitted said samples, the City

CONTRACT – GENERAL CONDITIONS

does not agree to the terms stated in said samples. This Invitation to Bid and Contractor's bid shall take priority over said samples and this Invitation and Contractor's bid shall become the Contract between the City and the Contractor.

25. All quantities stated herein are only ESTIMATES. The City reserves the right to increase or decrease these estimated quantities based on its actual needs and funds available.
26. The City reserves the right to exercise, at its option, an increase in expenditures by ten (10) percent annually, but the City does not guarantee such an increase.
27. Contractor shall cooperate with the City in all matters relating to taxation and the collection of taxes, particularly with respect to the self-accrual of use tax. Contractor shall cooperate as follows: (i) for all leases and purchases of materials, equipment, supplies or other tangible personal property totaling over \$100,000 shipped from outside California, a qualified Contractor shall complete and submit to the appropriate governmental entity the form in Appendix "A" attached hereto; and (ii) for construction contracts and subcontracts totaling \$5,000,000 or more, Contractor shall obtain a sub-permit from the California Board of Equalization for the Work site. "Qualified" means that the Contractor purchased at least \$500,000 in tangible personal property that was subject to sales or use tax in the previous calendar year.

In completing the form and obtaining the permit(s), Contractor shall use the address of the Work site as its business address and may use any address for its mailing address. Copies of the form and permit(s) shall also be delivered to the Purchasing Agent. The form must be submitted and the permit(s) obtained as soon as Contractor receives a notice of award. Contractor shall not order any materials or equipment over \$100,000 from vendors outside California until the form is submitted and the permit(s) obtained and, if Contractor does so, it shall be a material breach of the Agreement. In addition, Contractor shall make all purchases from its Long Beach sales office and the Long Beach sales office of its vendors if those vendors have a Long Beach office and all purchases made by Contractor under this Agreement which are subject to use tax of \$500,000 or more shall be allocated to the City of Long Beach. Contractor shall require the same form and permit(s) from its subcontractors.

Contractor shall not be entitled to and by signing this Contract waives any claim or damages for delay against City if Contractor does not timely submit these forms to the appropriate governmental entity. Contractor may contact Julissa Jose-Murray at 562-570-6869 for assistance with the form.

28. The California Integrated Waste Management Act (Public Resources Code, Sec. 40000 et seq.) requires governmental entities to achieve fifty (50) percent diversion of waste. In conjunction with the City's Integrated Resources Bureau, the City is currently developing an Environmentally Preferable Product (EPP) procurement plan. These guidelines enable the City Purchasing Agent to greatly expand procurement programs by moving beyond a singular consideration of "recycled-content". EPP procurement facilitates the purchase of products that qualify within a broad range of "environmentally preferable" criteria, such as: minimal packaging; energy savings; non-toxic; manufactured from sustainably-harvested materials. Contractor shall monitor products that fall within the EPP guidelines and document all criteria that qualifies the product as an EPP. Documentation from the manufacturer will be acceptable and may be required during the term of the Contract.
29. This Contract shall be construed in accordance with the laws of the State of California, and the venue for any legal actions brought by any party with respect to this Agreement shall be the County of Los Angeles, State of California for state actions and the Central District of California for any federal actions.
30. NOTICE TO BIDDERS REGARDING THE PUBLIC RECORDS ACT:
Responses to this Invitation to Bid become the exclusive property of the City of Long Beach. All Bids submitted in response to this Invitation to Bid are a matter of public record and shall be regarded as public records. Exceptions will be only those elements in each Bid that are defined by the Bidder as business or trade secrets and are marked as "Trade Secrets", "Confidential" or "Proprietary".

The City shall not be liable or responsible in any way for disclosure of any records not marked as "Trade Secrets", "Confidential" or "Proprietary". The City shall not be liable or responsible in any way for disclosure of any records so marked if disclosure is deemed to be required by law or by a court order.

31. NOTE: FAILURE TO COMPLY WITH THESE ADDITIONAL CONDITIONS WILL DISQUALIFY A BIDDER. NOTICE OF INTENTION TO APPLY FOR WAIVER OF ALL OR A PORTION OF THESE INSURANCE REQUIREMENTS MUST BE IN COMPLIANCE WITH CITY OF LONG BEACH ADMINISTRATIVE REGULATION 8-27 (AR 8-27). NOTE THAT COMPLIANCE WITH THE CITY'S INDEMNIFICATION IS MANDATORY FOR A RESPONSIVE BIDDER.

THE FOLLOWING ADDITIONAL CONDITIONS APPLY TO ALL BIDS:

INSURANCE: As a condition precedent to the effectiveness of this Contract, Contractor shall procure and maintain at its expense, until completion of performance and acceptance by City, from an insurer admitted (licensed) in the State of California with a current

CONTRACT – GENERAL CONDITIONS

financial responsibility rating of A (Excellent) or better and a current financial size category (FSC) of V (capital surplus and conditional surplus funds of greater than \$10 million) or greater rating as reported by A.M. Best Company or equivalent, unless waived in writing by City's Risk Manager, or non-admitted in the State of California with a current financial responsibility rating of A (Excellent) or better and a current financial size category (FSC) of VIII (capital surplus and conditional surplus funds of greater than \$100 million) or greater rating as reported by A.M. Best Company or equivalent, unless waived in writing by City's Risk Manager.

- (a) Commercial general liability insurance or self-insurance equivalent in coverage scope to ISO CG 00 01 10 93 naming **the City of Long Beach, and its boards, officials, employees, and agents** as additional insureds on a form equivalent in coverage scope to ISO CG 20 10 11 85 from and against claims, demands, causes of action, expenses, costs, or liability for injury to or death of persons, or damage to or loss of property arising out activities performed by or on behalf of the Contractor in an amount not less than One Million Dollars (US \$1,000,000) per occurrence and Two Million Dollars (US \$2,000,000) in general aggregate.
- (b) Workers' compensation coverage as required by the Labor Code of the State of California and Employer's liability insurance with minimum limits of One Million Dollars (US \$1,000,000) per accident or occupational illness. The policy shall be endorsed with a waiver of the insurer's right of subrogation against **the City of Long Beach, and its boards, officials, employees, and agents**.
- (c) Automobile liability insurance equivalent in coverage scope to ISO CA 00 01 06 92 in an amount not less than Five Hundred Thousand Dollars (US \$500,000) combined single limit (CSL) per accident for bodily injury and property damage covering Symbol 1 ("all autos").
- (d) Miscellaneous errors & omissions liability insurance with limits of \$1 million per claim

Any self-insurance program or self-insurance retention must be approved separately in writing by the City's Risk Manager or designate and shall protect the **City of Long Beach, and its boards, officials, employees, and agents** in the same manner and to the same extent as they would have been protected had the policy or policies not contained retention provisions. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, or canceled by either party except after thirty (30) days prior written notice to the City of Long Beach, and shall be primary and not contributing to any other insurance or self-insurance maintained by the City of Long Beach.

Any subcontractors of all tiers which Contractor may use in the performance of this Contract shall be required to maintain insurance in compliance with the provisions of this section. The additional insured endorsement form number applicable to subcontractors with respect to the general liability insurance shall be the ISO CG 20 26 11 85 form or its equivalent.

Contractor shall deliver to the City of Long Beach certificates of insurance and original endorsements for approval as to sufficiency and form prior to the start of performance hereunder. The certificates and endorsements for each insurance policy shall contain the original signature of a person authorized by that insurer to bind coverage on its behalf. "Claims-made" policies are not acceptable unless the City's Risk Manager determines that "Occurrence" policies are not available in the market for the risk being insured. In a "Claims-made" policy is accepted, it must provide for an extended reporting period of not less than one hundred eighty (180) days. Such insurance as required herein shall not be deemed to limit Contractor's liability relating to performance under this Contract. The City of Long Beach reserves the right to require complete certified copies of all said policies at any time. Any modification or waiver of the insurance requirements herein shall be made only with the approval of the City's Risk Manager. The procuring of insurance shall not be construed as a limitation on liability or as full performance of the indemnification provisions of this Contract.

To the extent more stringent insurance requirements apply in accordance with the City of Long Beach's Administrative Regulation 8-27 (AR 8-27) and its amendments, the currently in-force AR 8-27 regulations and requirements supersede and replace any insurance requirements stated herein.

INDEMNITY: To the extent allowed by law, Contractor shall defend, indemnify, and hold harmless the City, its Commissions and Boards, and their officials, employees, and agents from and against any and all demands, claims, causes of action, liability, loss, liens, damage, costs, and expenses (including attorney's fees) arising from or in any way connected or alleged to be connected with Contractor's performance of the performance under the Contract or the work under or related to the Contract and from any act or omission, willful misconduct, or negligence (active or passive) by or alleged to be by Contractor, its employees, agents, or subcontractors either as a sole or contributory cause, sustained by any person or entity (including employees or representatives of City or Contractor). The foregoing shall not apply to claims or causes of action caused by the sole negligence or willful misconduct of the City, its Commissions and Boards, or their officials, employees, or agents.

In addition to Contractor's duty to indemnify, Contractor shall have a separate and wholly independent duty to defend Indemnified Parties at Contractor's expense by legal counsel approved by City, from and against all Claims, and shall continue this defense until the Claims are resolved, whether by settlement, judgment or otherwise. No finding or judgment of negligence, fault, breach, or the like on the part of Contractor shall be required for the duty to defend to arise. City shall notify Contractor of any Claim, shall tender the defense of the Claim to Contractor, and shall assist Contractor, as may be reasonably requested, in the defense.

CONTRACT – GENERAL CONDITIONS

If a court of competent jurisdiction determines that a Claim was caused by the sole negligence or willful misconduct of Indemnified Parties, Contractor's costs of defense and indemnity shall be (1) reimbursed in full if the court determines sole negligence by the Indemnified Parties, or (2) reduced by the percentage of willful misconduct attributed by the court to the Indemnified Parties. The provisions of this Section shall survive the expiration or termination of this contract.

THE FOLLOWING ADDITIONAL CONDITIONS APPLY ONLY IN CASES WHERE CONTRACTOR IS TO PERFORM WORK FOR THE CITY OR ON CITY PROPERTY:

Before execution of a Contract, the bidder shall file two surety bonds with the City of Long Beach subject to the approval of the City Engineer and City Attorney. The bonds shall be on forms provided by the City or acceptable to the City Attorney. The Payment Bond (Material and Labor Bond) shall satisfy claims of material suppliers and mechanics and laborers employed by the contractor on the Work. This bond shall be maintained by the contractor in full force and effect until the work is accepted by the City of Long Beach and until all claims for materials and labor are paid, and shall otherwise comply with the Civil Code. The Performance Bond shall guarantee faithful performance of all work within the time and manner prescribed, free from original or developed defects. This bond shall remain in effect as prescribed within the Contract, until the end of all warranty periods.

If at any time during the progress of the Work, Contractor shall allow any indebtedness to accrue for labor, equipment or materials, or which may become a claim against the City, Contractor shall immediately upon request from the City pay such claim or indebtedness or cause such lien to be dissolved and discharged by giving a bond or otherwise and, in case of his failure so to do, the City may withhold any money due Contractor until such claim or indebtedness is paid or may apply such money toward the discharge thereof; or in such event the City may, at its option, declare this Contract to be terminated, take possession and control of the Work, and complete the same or cause the same to be completed according to the specifications. Contractor shall pay to the City the difference between the Contract price and the actual cost to the City in completing or causing the Work to be completed.

Contractor shall carry on the Work at its own risk until the same is fully completed and accepted and shall, in case of any accident, destruction or injury to the Work or materials before its final completion and acceptance, repair or replace the Work or materials so injured, damaged and destroyed, at his own expense and to the satisfaction of the City. When materials and equipment are furnished by others for installation or erection by Contractor, Contractor shall receive, unload, store and handle same at the Site and become responsible therefore as though such materials and equipment were being furnished by Contractor under the Contract.

Contractor shall list the name and location of the place of business of each Subcontractor who will perform work, labor or services for Contractor, or who specially fabricates and installs a portion of the Work or improvement in an amount in excess of one-half of one percent of Contractor's total contract cost. The Subcontractor list shall be submitted with Contractor's Bid.

1. PROJECT OVERVIEW

The City of Long Beach (City) is seeking bids from qualified firms to provide scanning services from various City locations as described in the specifications and all other bid related documents, for a period of 24 months, with the option to renew for three (3) additional one-year periods.

In addition, the City is currently constructing a new Civic Center and Main Library with move-in anticipated to take place in in late Spring/ Early Summer 2019 (subject to change). The awarded Contractor(s) may be required to coordinate the scanning of a large quantities of documents that are to be migrated into Laserfiche by a specified deadline to allow for the deconstruction of existing facilities. It is estimated that 20 to 40 million pages will need be scanned.

It is understood that the quantity given is an estimate and the amount may be more or less. The City anticipates that the volume will decrease once staff is moved to the new Civic Center and Main Library.

2. BID TIMELINE – All times are Pacific Time

Bid release date:	December 6, 2018
Questions due:	December 13, 2018 by 4:00 pm
Response from City to bidder:	January 3, 2019 by 4:00 pm
Bid due date:	January 15, 2019 by 11:00 am

3. BID SUBMISSION INSTRUCTIONS:

It is recommended that bidders visit the City's website www.longbeach.gov/purchasing on a regular basis for any addenda to the bid.

The following documents shall be submitted as general attachments. Bidders that do not include these items will be deemed non-responsive and their bids will be rejected.

Both Electronic and Hard Copies:

<input checked="" type="checkbox"/>	Bid Cover Page (signed in ink)
<input checked="" type="checkbox"/>	California All Purpose Acknowledgment, Notarized (if applicable)

Electronic Copies:

<input checked="" type="checkbox"/>	Debarment Certification Form (Attachment A)
<input checked="" type="checkbox"/>	Reference List (Attachment B)
<input checked="" type="checkbox"/>	W-9 Form (Attachment C)
<input checked="" type="checkbox"/>	Equal Benefits Ordinance (EBO) (Attachment D)
<input checked="" type="checkbox"/>	Insurance Requirement (Attachment E)
<input checked="" type="checkbox"/>	Secretary of State Certification Print-Out (Attachment F)
<input checked="" type="checkbox"/>	Unified City Taxonomy (Attachment G)
<input checked="" type="checkbox"/>	Discontinued Customers in Previous 5 Years (Attachment H)
<input checked="" type="checkbox"/>	License & Certifications Information & Photocopies
<input checked="" type="checkbox"/>	Addenda (if applicable)

METHOD OF SUBMISSION:

Electronic Bids shall be submitted via the City's secure online bidding system. All required sections of the Bid must be submitted via the website. Bidder is solely responsible for "on time" submission of their electronic bid. The Bid Management System will not accept late bids and no exceptions shall be made. Bidders will receive an e-bid confirmation number with a time stamp from the Bid Management System indicating that their bid was submitted successfully. The City will only receive those bids that were transmitted successfully.

Bid cover page shall be signed in ink and included with the electronic bid submission as a general attachment. Digital and stamped signatures shall not be accepted.

Pricing shall be submitted electronically on the Line Items tab and all pages of the bid document shall be uploaded as a general attachment.

Submit bid online at: <http://www.planetbids.com/portal/portal.cfm?CompanyID=15810>

When bids on certain items are labeled "optional", bidders shall indicate "no bid" or "N/A" in the space provided for an item for which no bid is being offered.

In addition to the electronic submission, bidders shall submit the following original document(s) with wet signature(s) in a sealed envelope to the address shown below:

1. Original signed bid cover page
2. A notarized California All-Purpose Acknowledgement Form (for all companies located outside the State of California)

City of Long Beach
C/O City Clerk
Attn: Sokunthea Kol (Soey)
333 West Ocean Boulevard, Plaza Level
Long Beach, CA 90802

Documents shall be clearly labeled in a sealed envelope or box as follows:

ITB TI 19-024 CITYWIDE BACKFILE SCANNING SERVICES

Electronic Bids and required hard copy forms must be received by 11:00 AM Pacific Standard Time, on January 15, 2019. Bids and required hard copy forms that do not arrive by the specified date and time WILL NOT BE ACCEPTED. Bidders may submit their bid any time prior to the above stated deadline.

Note: E-Bids are sealed and cannot be viewed by the City until the closing date and time. If you need to withdraw your bid, you may do so any time before the bid deadline, by going back into the system and selecting "withdraw".

All questions must be submitted in writing and emailed to purchasingbids@longbeach.gov ATTN: Sokunthea Kol with the bid number in the subject line of the email message.

4. REFERENCES

Bidder shall furnish a list of five (5) current customers, including company name, street address, telephone number and contact person, for whom Bidder has provided similar items and quantities. The City intends to contact these customers to determine product reliability, performance and other information. Failure to include customer's references will result in rejection of bids. See Reference Information form attachment, **Attachment B**.

5. BASIS OF AWARD

The City reserves the right in its sole discretion to award all items to one bidder, or to award separate items or groups of items to various bidders, or to increase or decrease the quantities of any item.

Without limiting the power and authority with which it is vested, the City shall be the sole authority on determining the lowest responsible contractor, taking into consideration the experience of the Contractor, references, operations, quality, fitness, capacity, and adaptability in respect to the requirements of these specifications for the services proposed by any contractor hereunder.

The Contract will not be awarded until the necessary investigations of the qualifications of the low bidders and the responsiveness of the low bids have been made. Such award will be made, or all bids rejected, within sixty (60) days after the date set for the receipt of bids unless the City determines, in its sole discretion, that a later date is necessary.

The City will not be liable for any costs in connection with the presentation and submission of any bid, whether responsive or not responsive, by any bidder, whether qualified or not qualified.

To be considered qualified, a Bidder must provide information to demonstrate, to the satisfaction of the City, as a minimum, that:

- A. The Bidder has or is able to obtain adequate financial resources to meet its contractual obligations and has or is able to obtain the ability to maintain such resources for the initial term of the Contract plus all additional terms.
- B. The Bidder has or is able to obtain adequate equipment, tools and supplies to perform the services as required in the Contract Documents or the financial resources to obtain such equipment, tools, and supplies.
- C. The Bidder has adequate technical and managerial experience to perform the services as demonstrated by successful performance for projects of a similar size and type.

The City may waive any informality or irregularity in any bid, so long as any such informality or irregularity does not violate any Federal, State or local law or regulation.

The bid shall be subject to acceptance by the City for a period of one hundred-eighty (180) days.

6. RIGHT TO REJECT BID

The City reserves the right, in its discretion, to reject any and all Bids and, to the extent not prohibited by law, to waive any minor irregularity or informality in any Bid that does not affect the validity of the Bid or does not give the bidder a competitive advantage over other bidders.

7. BID PROTEST PROCEDURES

Who May Protest

Only a bidder who has actually submitted a bid proposal is eligible to protest a bid. The City will not accept or entertain bid protests from manufacturers, vendors, suppliers, subcontractors or the like. A bidder may not rely on the bid protest submitted by another bidder, but must timely pursue its own protest.

Time for Protest

A bidder desiring to protest a bid shall file the protest within five (5) business days of the electronic notification of intent to award. The City Purchasing Agent must receive the protest by the close of the business on the fifth (5th) business day following posting of notification of intent to award the contract.

Form of Protest

The protest must be in writing and signed by the individual who signed the bid or, if the bidder is a corporation, by an officer of the corporation, and addressed to the City Purchasing Agent. A protest shall not be made by e-mail or fax and the City will not accept such. A protest must set forth a complete and detailed statement of the grounds for the protest and include all relevant information to support the grounds stated, must refer to the specific portion(s) of the contract documents upon which the protest is based, and shall include a valid e-mail address, street address, and phone number sufficient to ensure the City's response will be received.

Once the protest is received by the City Purchasing Agent, the City will not accept additional information on the protest unless the City itself requests it. In that case, the additional information must be submitted within three (3) business days after the request is made and must be received by the City Purchasing Agent by the close of the business on the third (3rd) business day.

The City Purchasing Agent or designee will respond, by e-mail or regular mail to the addresses provided in the protest, with a decision regarding the protest within five (5) business days following receipt of the protest or, if applicable, the receipt of requested additional information.

The decision of the City Purchasing Agent shall be final and conclusive.

The procedure and time limits set forth herein are mandatory and are the bidder's sole and exclusive remedy in the event of bid protest. The bidder's failure to comply with these procedures shall constitute a waiver of any right to further pursue a bid protest, including filing a Government Code Claim or initiation of legal proceedings.

8. BOND PROVISIONS

Not applicable.

9. ADDITIONAL REQUIREMENTS FROM FUNDING SOURCE

Any Contract arising from this procurement process may be funded in whole or in part by various granting agencies. Pursuant to said grants, the Awarded Vendor is required to comply with (and to incorporate into its agreements with any sub-vendors) the following provisions in the performance of the Contract, as applicable.

ORDER OF PRECEDENCE

In the event of conflicts or discrepancies between these grant funding provisions and any other Contract document, the Federal grant provisions shall take precedence.

ACCESS TO CONTRACTOR'S RECORDS

The Awarded Vendor shall provide the City, the Office of State and Local Government Coordination and Preparedness, the Comptroller General of the United States, or any of their authorized representatives, access to any books, documents, papers, and records of the Awarded vendor which are directly pertinent to the work performed under the Contract for the purposes of making audit, examination, excerpts or transcriptions.

AMERICANS WITH DISABILITIES ACT

The Awarded Vendor hereby certifies that it will comply, as applicable, with the Americans with Disabilities Act of 1990 ("ADA"), 42 USC §§ 12101 et seq., and its implementing regulations, including Subtitle A, Title II of the ADA. The Awarded Vendor will provide, as applicable, reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the ADA. The Awarded Vendor will not discriminate against persons with disabilities or against persons due to their relationship to or association with a person with a disability. Any contract entered into by the Awarded Vendor (or any subcontract thereof), relating to this Agreement, shall be subject to the provisions of this paragraph.

COMPLIANCE WITH CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The Awarded Vendor shall comply with the requirements of §§ 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C §§ 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5).

COMPLIANCE WITH COPELAND "ANTI-KICKBACK" ACT

The Awarded Vendor shall comply with the requirements of the Copeland "Anti-Kickback" Act (18 U.S.C. § 874) as supplemented in the Department of Labor regulations (29 CFR Part 3).

COMPLIANCE WITH DAVIS-BACON ACT

The Awarded Vendor shall comply with the requirements of the Davis-Bacon ACT (40 U.S.C. §§ 276 to 276-a7) as supplemented by Department of Labor regulations (29 CFR Part 5) where applicable and shall provide the City with all applicable payroll records on a weekly basis.

COPYRIGHT

The Awarded Vendor acknowledges the existence of requirements and regulations of the awarding Federal agency relating to copyrights and right in data, including, but not limited to those set forth in 44 CFR Part 13.34 which states: "The Federal awarding agency reserves royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes: (a) The copyright in any work developed under a grant, subgrant, or contract

under a grant or subgrant; and (b) Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support." The Awarded Vendor shall comply with 25 CFR 85.34

DRUG-FREE WORKPLACE

The Awarded Vendor hereby certifies that it shall provide or shall continue to provide a drug-free workplace as required by the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701), and implemented at 44 CFR Part 17.

ENERGY EFFICIENCY

The Awarded Vendor shall comply with all mandatory standards and policies relating to energy efficiency that are contained in the State of California's energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L.94-163, 89 Stat. 871).

ENVIRONMENTAL LEGISLATION

The Awarded Vendor shall comply with all applicable standards, orders or requirements issued under § 306 of the Clean Air Act (42 U.S.C. 1857 (h)), § 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).

MINORITY, WOMEN, AND OTHER BUSINESS ENTERPRISE OUTREACH

In accordance with CalOES/Grantor directives, as applicable, firms who represent small business enterprises (SBEs), minority business enterprises (MBEs) and women business enterprises (WBEs) are encouraged to participate in competition for this opportunity. Any such enterprise shall include the appropriate SBE/MBE/WBE certification along with its proposal. The Awarded Vendor agrees that, to the extent contractors or subcontractors are utilized, the Awarded Vendors shall use small, minority, women-owned, or disadvantaged business concerns and contractors or subcontractors to the extent practicable and shall take the affirmative steps as set forth in 44 CFR §13.36(e).

NATIONAL PRESERVATION ACTS

The Awarded Vendor shall assist City (if necessary) in assuring compliance with § 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Executive Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321)

NONDISCRIMINATION; EQUAL EMPLOYMENT OPPORTUNITY

The Awarded Vendor hereby assures the City that in performing its obligations pursuant to the Contract, it will comply with all applicable nondiscrimination requirements as set forth in 44 CFR Part 13.36. In addition, the Awarded Vendor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Opportunity Employment," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60), and where applicable to the nondiscrimination provisions of the Omnibus Crime Control and Safe Street Acts of 1968 (42 U.S.C. § 3789d), the Victims of Crimes Act (42 U.S.C. § 10604(e)), the Juvenile Justice and Delinquency Prevention Act (42 U.S.C. § 5672(b)), the Civil Rights Act of 1964 (42 U.S.C. § 2000d), the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34), the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86), and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07), see Executive Order 13279 (equal protection of the laws for faith-based and community organizations). This provision must be incorporated by Awarded Vendor into any subcontract exceeding \$10,000.

PATENT RIGHTS

The Awarded Vendor acknowledges the existence of requirements and regulations of the awarding Federal agency relating to patent rights with respect to any discovery or invention which arises or is developed in the course or under this Contract, including, but not limited to those regulations and requirements set forth in 44 CFR Part 13.36. Any discovery or invention that arises during the course of this Contract shall be immediately reported to the Department's project management team. The awarding Federal agency shall determine how rights in the invention/discovery shall be allocated consistent with "Government Patent Policy" and 37 CFR Part 401.

PAYMENTS, REPORTS, RECORDS, RETENTION AND ENFORCEMENT

The Awarded Vendor acknowledges the requirements and regulations set forth in 44 CFR Parts 13.36 through 13.42 and 49 CFR Part 18 and agrees to cooperate with the City in order to allow the City to comply with said requirements. The Awarded Vendor shall retain all of its records relating to the project for a period of five (5) years after City makes final payment to the Awarded Vendor and all other pending matters are closed.

PUBLICATIONS

All publications created and/or published with funding under any contract arising from this RFP shall prominently contain the following statement: "This document was prepared under a grant from FEMA's Grant Programs Directorate, U.S. Department of Homeland Security. Points of view or opinions in this document are those of the author(s) and do not necessarily represent the official position or policies of FEMA's Grant Programs Directorate or the U.S. Department of Homeland Security."

RIGHTS TO DATA

The Grantor and the City shall have unlimited rights or copyright license to any data first produced or delivered under this Agreement. "Unlimited rights" means the right to use, disclose, reproduce, prepare derivative works, distribute copies to the public and perform and display publicly, or permit others to do so; as required by 48 CFR 27.401. Where the data are not first produced under this Contract or are published copyrighted data with the notice of 17 U.S.C § 401 or 402, the Grantor acquires the data under copyright license as set forth in 48 CFR 27.404(f) (2) instead of unlimited rights (4 CFR 27.404(a)).

RIGHTS TO USE INVENTIONS

City and all grantors and/or awarding Federal Agency shall have an unencumbered right, and a non-exclusive, irrevocable, royalty-free license, to use, manufacture, improve upon and all others to do so for all governmental purposes, any Invention developed under the Contract.

SYSTEM FOR AWARD MANAGEMENT (SAM)

In accordance with Executive Orders 12549 and 12689 concerning suspension and debarment, contracts must prohibit contractors from awarding any subcontract to persons (individuals or organizations) listed as having an active exclusion of the Federal system for Awards Management Database (www.sam.gov).

10. EQUAL BENEFITS ORDINANCE

The City of Long Beach's Equal Benefits Ordinance (EBO) shall apply to this bid. Please visit the City's website at http://www.longbeach.gov/finance/business_relations/default.asp for additional details, or to obtain a copy of the ordinance. EBO is applicable for contracts over \$100,000. See **Attachment D**.

11. INSURANCE

See Requirements on page 9, Section 31 and **Attachment E**.

12. REGISTRATION WITH CALIFORNIA SECRETARY OF STATE WEBSITE

Awarded vendors/contractors must be registered with the California Secretary of State prior to contract execution. For more information, please consult: <http://www.sos.ca.gov>

See **Attachment F**. Please include a printout of your business entity from the website.

13. CONTRACT PERIOD

The Contract term shall be twenty-four (24) months from the date of award unless the City determines, in its sole discretion, that a later commencement date is necessary, in which case the City will notify the Bidder of such date upon award of the Contract. This Contract may be extended by mutual agreement for up to three (3) additional periods of one year each in accordance with terms and conditions stated herein.

Price increases will not be allowed during the initial twenty-four (24) month period.

Extension Option: Price changes after the base period shall be negotiated, but shall not exceed the most recent available month for the Los Angeles-Long Beach-Anaheim, CA Consumer Price Index (CPI) for All Urban Consumers.

14. REFERENCES AND QUALIFICATION REQUIREMENTS

Each Bidder shall be fully qualified by ability, knowledge and experience to satisfactorily perform the work required in these specifications, and shall be engaged in the business of providing scanning services by the use of its own trained and qualified employees and equipment, material, and supplies, except as specified in these specifications. The Contractor shall be fully certified to perform the services required under this Contract. Bidder must present evidence indicative of its ability to finance, provide, and sustain the specified scanning services to the satisfaction of the City. Failure to include any of the following information as requested below may cause the bid to be deemed non-responsive if the City has no recent experience with Bidder.

- A. **Client References:** Bidder shall furnish on a separate sheet of paper a list of five (5) current customers, including company name, street address, telephone number and contact person, for whom Bidder has provided similar services. The City intends to contact these customers to determine reliability, Bidder's performance, service, and other information.
- B. **Financial Statement:** Bidder shall furnish the most recent and complete financial statement of bidder's current assets, liabilities, and net worth.
- C. **General Business Statement:** Bidder shall furnish a statement of all of the important business activities of bidder's major business. This statement should emphasize the required minimum of three (3) consecutive years of recent experience in the provision of the specified services at similar sized customer with similar service levels as those required for this Contract.

D. **Credit References:** Bidder shall furnish a minimum of two (2) credit or financial references giving names, street addresses, and telephone numbers in each instance.

E. **Work History:** In addition to Client References, Bidder shall furnish a list of all contracts canceled or not renewed within the last five (5) years, giving reason for cancellation or non-renewal. Give names, street addresses and telephone numbers in each instance. See Attachment H.

15. FUTURE AMENDMENTS TO CONTRACT

The City reserves the right to change any portion of the work required, to add and/or delete items/ locations, or amend such other terms and conditions that may become necessary. Any such revisions shall be accomplished by written amendment to the contract and executed by the Contractor and the City.

16. DEFAULT BY CONTRACTOR / TERMINATION

Notwithstanding anything to the contrary in these Specifications or in the Purchase Order, the City may terminate this Contract without liability for damages when, in the City's sole opinion, the Contractor is not diligently performing or otherwise not complying in good faith with the Contract, has become insolvent, has assigned or subcontracted any part of the work without the consent of the City, or has otherwise defaulted in performance of the Contract.

17. LICENSE/CERTIFICATES

Contractor must possess California approved, valid, showing expiration dates and license numbers proof of licenses required by industry standards, as required by law, by requirements of this contract.

Copies of all licenses and certificates shall be submitted with bid.

These licenses and certificates shall be kept up to date and current during the entire duration of the contract and must be presented upon request by any Federal, State, or Local Official. No contractor shall perform work on that require such licenses or certificates unless they are current and valid.

18. SUBCONTRACTING

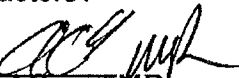
No performance of this Contract or any portion thereof may be assigned or subcontracted by Contractor without the express written consent of the City. Any attempt by the Contractor to assign or subcontract any performance of the terms of this Contract without said consent shall be null and void and shall constitute a default under this Contract. In the event of such a default, the City may immediately terminate this Contract.

Bidder shall list the name and location of the place of business of each Subcontractor who will perform work, labor, or services for the bidder, or who specially fabricates and installs a portion of the work or improvement in an amount in excess of one-half of one percent of the bidder's total Purchase Order cost. The Subcontractor list shall be submitted with the bidder's bid.

Does this bid include the use of subcontractors?

Yes _____ No X

Initials


AO and MR

If Yes, Contractor must:

- a) Identify specific subcontractors and the specific requirements of this bid for which each proposed subcontractor will perform services.
- b) References as specified on Attachment B must also be provided for any proposed subcontractors.
- c) The City requires that the awarded vendor provide proof of payment of any subcontractors used for this project. Bids shall include a plan by which the City will be notified of such payments.
- d) Primary contractor shall not allow any subcontractor to commence work until all insurance required of subcontractor is obtained. Subcontractors shall abide by the same Insurance Requirements on Page 9, Section 31 and **Attachment E.**

19. ADDITIONAL CHARGES

Bidder shall not charge any fees for pick-ups, travel time, wait time, labor or insurance charges, disposals fees/increases, environmental fees, fuel surcharges, or any other charge not listed.

20. BLANKET PURCHASE ORDER (BPO)/AUTHORIZED PERSONNEL

A Blanket Purchase Order (BPO) will be sent to the Contractor by the City Purchasing Agent. City personnel authorized to make releases against the BPO will be indicated on the BPO. Shipment shall be made against the BPO release number. Contractor must reference BPO Release Number on all invoices. The BPO Number is not required on the invoice.

21. BILLING/INVOICE REQUIREMENTS

The Contractor/Supplier shall provide either an electronic invoice (preferred) or a hard copy invoice to the City with each billing. To ensure payment is processed in a timely and efficient manner, all invoices shall be submitted either via email or mailed directly to the City Department billing address specified in the purchase order. If the purchase order does specify a department billing address, the Contractor shall be responsible for contacting the Department that placed the order to obtain the correct "Bill To" address.

The Contractor shall submit upon completion of each order an invoice describing each service or items purchased. Itemization of invoices to include a detailed, description/summary of product or service provided (such as type of work performed, list of vehicle/materials with part numbers, labor hours charged listing tasks performed, authorizing authority of purchase, and the release purchase order number), date(s) of service, location of service, and all applicable taxes on all invoices.

FOR PROGRESS PAYMENT BILLINGS, PAYMENT SHALL BE BASED ON A MONTHLY SUMMARY INVOICE.

The Contractor shall submit via email (preferred) or mail a Monthly Summary Invoice directly to the City Department contact at the "Bill To" address specified in the agreement. At a minimum, Monthly Summary invoices shall be prepared on the Contractor's business stationery and shall be submitted by the seventh working day of each calendar month for orders completed during the previous month and that month only. It shall list the Contractor's individual invoice number(s) and cost for each invoice,

along with a total cost for the month. One copy of the individual invoices in numeric sequential order shall correspond to the monthly summary invoice listing order exactly.

The City will inspect summary invoice costs, after which the City shall process the monthly summary invoice for payment.

The Contractor shall not invoice for services that have not been rendered. Payment will not be authorized until services have been received.

For services satisfactorily rendered and approved by the City, and upon receipt and approval of the invoices, the City agrees to compensate the Contractor in accordance with the Bid Proposal. Incomplete or disputed invoices shall be returned to the Contractor, unpaid, for correction.

22. PAYMENT TERMS

Payment terms are Net30. If other, please specify _____; _____% discount in _____ days.

Cash discounts offered for payment within fourteen (14) days or less will not be considered when evaluating bids.

23. VENDOR'S EMPLOYEES

Specify the number of current full-time employees residing in Long Beach _____

24. VENDOR CONTACT INFORMATION

Name of a person that will be the City's contact for order placement, order problems or special needs, etc. (must have a person's name).

PRIMARY CONTACT:

Contact Name: Hal Redjai
Contact Direct Phone: Office: 385-351-6651 Mobile: 714-322-9233
Contact Fax: 801-208-1126
Contact E-mail: Hredjai@metasource.com

SECONDARY CONTACT:

Contact Name: Steve Cooley
Contact Direct Phone: 714-334-1322
Contact Fax: 801-208-1126
Contact E-mail: Scooley@metasource.com

EMERGENCY CONTACT:

Contact Name: Bill Jones

Contact Direct Phone: Mobile: 267-987-7676 Office: 801-508-5742

Contact Fax: 801-208-1126

Contact E-mail: bjones@metasource.com

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SPECIFICATIONS

The purpose of this solicitation is to obtain competitive pricing from qualified firms to provide scanning services.

SCOPE OF WORK/SERVICES

A. General:

1. Services shall be provided between the hours of 8:00 a.m. and 4:00 p.m. (PST), Monday through Friday. Departments may grant, on an individual basis, permission to perform services at other hours.
2. Contractor shall preserve confidentiality of all information discovered in the performance of this Agreement. If a breach should occur as a result of Contractor's actions, Contractor shall be held liable.
3. The chain of custody of the documents shall be protected from pick up through scanning by the contractor.
4. Contractor shall ensure that only qualified and competent personnel are permitted on the job site and that the work shall be safely performed by the highest industry standards.
5. Contractor shall take all necessary precautions to prevent injury or hazards to City employees and the public and shall avoid causing any unreasonable inconvenience to any individual doing business on City property. The Contractor shall provide all applicable warning signs alerting to any dangerous conditions at the Contractor's own expense and without cost to the City.
6. Damages to City Property: In the event that any City property is damaged as a result of the actions of the Contractor or its employees, the Contractor shall repair, at its sole expense, the damage which has occurred as a direct result of the Contractor or its employees in performing the services. Repair efforts must be performed in a manner in which ensures all warranties are maintained for any products that are damaged. Repair efforts shall include the full costs for all required labor and materials.
7. Contractor representative (personnel) must be bonded, insured, have a valid California driver's license, and be uniformed and/or carry pictured company identification. Courtesy and quietness is required for working office environment.
8. In addition to the passenger elevators, a freight elevator is also available to transport documents from the floors to the first floor plaza level at City Hall. **Freight elevator is only available on Monday, Wednesday, Thursday, and Friday.**
9. Each department / division / floor must be invoiced separately. A detailed list of items scanned shall accompany all invoices.

SPECIFICATIONS**B. Hardcopy Backfile Conversion**

Contractor shall provide back file conversion services utilizing the taxonomy developed as detailed in **Attachment G - Unified City Taxonomy**. These figures provide summary estimates of documents for back file conversion. After QA/QC has been carried out on scanned and indexed documents, they will be bulk-loaded into the Laserfiche prior to the production testing task. All data must be preserved in a form identical to, or functionally equal to, the original record.

1. Scanned images might be required to be placed on a DVD or Blu-ray in order to meet state of California document destruction requirements. It is preferable to have images separated on media by each department.
2. Scanned images shall also be placed on external hard drive, or other appropriate approved media for delivery to the City. Some examples of approved media include: DVD, Blu-Ray, SFTP, thumb or zip drive.
3. Documents shall rotate to provide maximum readability (e.g. letters shall be in proper orientation when document is displayed without rotation.)
4. Contractor shall use 300 dpi or higher for those documents where it is required to meet the quality standards.
5. The preferred output format would be multipage TIF.
6. The Contractor shall not scan blank documents.
7. It is not the Contractor's responsibility to determine duplicates or retention.
8. Contractor shall perform a consistency check on 20% of the processed images. This shall include image clarity, orientation, and accuracy. The City will be doing their own validation as well and will make every effort to review delivered images in a timely fashion.
9. Optical Character Recognition (OCR) services: This process shall provide an accurate conversion of image data into a searchable TIFF or if requested PDF format.
10. Services shall be in accordance with standards set by the American National Standards Institute (ANSI) and Association for Information and Image Management (AIIM).
11. The City will be responsible for preparing/boxing and inventory list for boxed documents for pickup by the Contractor.
12. The Contractor shall perform "Document Preparation" as necessary to scan all files. Preparation of Documents to be Scanned: this includes removing all staples and paperclips, repair all torn documents with non-reflective tape, straighten all folded plans and mount any irregular size memorandum on standard "8.5 x 11" paper and otherwise make the documents ready for processing.
13. The Contractor shall develop project plan and schedule to ensure common understanding of both the Contractor's and City's respective obligations upon award. The plan should address the City goals and objectives, provision for customer service, method of escalation and issue resolution, along with identification of deliverables, milestones, due dates to include response

SPECIFICATIONS

times, list of all contract modifications issued, identified reports, and responsible party. The plan shall also detail the methods that the City will use to monitor the Contractor in order to determine and measure satisfactory performance under this Contract.

14. Reporting: Contractor will be expected to provide the City with semiannual or quarterly reports with that will contain at minimum date of pickup, number of documents scanned, department serviced, date of completion, documents types scanned.

15. Quality Control: There shall be a process in place to ensure that scanned images are complete and accurate. The contractor will perform a 100% frame by frame inspection and rescan any documents where:

- a. There is substantial loss of detail when compared to the original
- b. The tonal values are uneven
- c. The contrast is too low or too high
- d. There are skewed or misaligned images
- e. All data must be preserved in a form identical to, or functionally equal to, the original record.
- f. Upon request documents shall rotate to provide maximum readability (e.g. letters shall be in proper orientation when document is displayed without rotation.)

C. Handling and Receiving Requirements

1. Contractor and/or subcontractors will be expected to meet requirements for handling sensitive or privileged information and/or data such as Personally Identifiable Information (PII), Health Insurance Portability and Accountability Act (HIPAA), intellectual property, or other confidential, proprietary, or sensitive data. Requirements may include, but are not limited to, a non-disclosure agreement (NDA) or business associate's agreement
2. For handling data with additional security requirements such as criminal justice information systems (CJIS) information, Critical Infrastructure Protocols (CIP), or Contractor and/or subcontractors are expected to meet any and all requirements of associated regulatory agencies. Agreements may include, but are not limited to, fingerprinting, background check, a nondisclosure agreement, and/or a business security agreement.
3. The amount of documents, drawings, microfiche, or microfilm that can be released at one time to the Contractor will be determined by each department.

D. Tracking and Inventory of City Documents

1. Contractor will inventory and acknowledge the receipt of all items received. It is intended that the Contractor will maintain an automated tracking system to allow for the retrieval of any document that is in process. Any discrepancies between the City's Department's inventory transmittal and the items received by the Contractor are to be resolved with ten (10) calendar days. After scanning/media conversion services have been completed on a pickup from the City, the Contractor will be required to perform a final quality control step that

SPECIFICATIONS

compares the final output to the manifest that the City provided to ensure that every document has been digitized and indexed. The Contractor will be required to provide to the City a report comparing the documents provided to the final output with each product delivery. The City will implement this process in conjunction with the contract and is open to process re-engineering as suggested by the Contractor.

2. **Pick-up and Turnaround Time:** The Contractor shall pick up all City documents that are to be scanned and/or have media conversion from designated City sites within 7 business days of receiving the request from the department. Locations for pickup will be mostly at City Hall and a few very near. The Contractor shall scan the documents within the turnaround time as cited in the Bid Section from when the documents are picked up. The City reserves the right to make award based on turnaround time quoted. Failure to conform to the pick-up and turnaround time requirements may cause the contract to be cancelled.
3. The City and the awarded Contractor will mutually develop a procedure, as well as a pickup and delivery schedule. The City's plan is for weekly pickups. The City will determine the pickup locations and shall also require the Contractor to schedule a regular pick up of documents to be scanned and media conversion services performed.
4. **Transportation of City Documents:** All City documents must be transported in closed, preferably climate controlled, vehicles. If magnetic media is involved, Contractor will be responsible for ensuring all items are secured and protected within the applicable vehicles. FedEx/UPS or other common courier is acceptable means of pick up.
5. **Hard Copy Storage:** The Contractor will maintain the City hard copy documents in a secure archival environment for a period of not less than 120 calendar days.

E. Record Accessibility

The City will require designated City Staff to have access to original City documents supplied to the Contractor for Scanning and/or Media Conversion services in the event a document is needed. The Contractor will provide the ability to locate and return to the City any original document that is in the possession of the Contractor within two (2) business days from the time of request by an authorized department contact. After the City has fulfilled its need the Contractor shall also pick up these documents and return with them to the Contractor site to either complete the scanning or conversion process, whichever applies.

F. Records Destruction

Once the City receives from the Contractor its scanned images, indexed files, and has checked both for clarity and accuracy, the City will provide written approval to the Contractor to shred the original documents. The City prefers the Contractor (if NAID certified) to do the shredding themselves on the Contractor's site, but the City will permit Contractor to hire an outside Contractor that will perform shredding on the Contractor's site (the City will not permit its documents to be taken off the Contractor's site for shredding). If the Contractor hires an outside shredding Contractor to do the shredding on the Contractor's site, the outside shredding Contractor must be bonded and hold an active National Association for Information Destruction (NAID) – Papers Records Destruction Certification. **Copy of certification must be submitted with Bid.** In either instance, the Contractor

SPECIFICATIONS

will be required to have at least one of their own employees present during the shredding of all City documents. Once the City documents have been destroyed, the Contractor shall be required to provide the City with certificate of destruction that the Contractor signs along with a witness signature, verifying what documents have been destroyed, the date of destruction, the approval to destroy document, and that the security of the documents was safeguarded through the entire destruction process. The City reserves the right to have its own designated employee(s) present during the Contractor's destruction process. The City also reserves the right to use a different alternative for destruction of its documents if it is determined to be in the best interest of the City.

G. Document & Record Assumptions

1. Documents denote documents/records that are 8.5"x11" up to 11"x17", with the majority being the smaller size. (i.e., 95%). It is estimated that the quantity of documents to be scanned is about 10-20 million pages. These volumes should be used for estimating purposes and actual quantities may be more or less.
2. Engineering Drawings denote documents/records that are greater than 11"x17" in size, including C, D, and E size drawing and maps. It is estimated that the quantity of documents to be scanned is about 1-5 million pages. These volumes should be used for estimating purposes and actual quantities may be more or less.
3. For bid purposes, Contractors will assume no more than three (3) index values/metadata per document.
4. For bid purposes, Contractors will assume an average of 10 (ten) pages per document.
5. Microfilm: assumes the number of rolls, with 250 (two-hundred fifty) documents per roll with three (3) index values per document for bid purposes.
6. Microfiche: assumes fiche cards, with three (3) index values per document.
7. Contractors will not be able to look through documents or do a walk through.

BID SECTION

ALL PRICES SHALL NOT INCLUDE SALES TAX. DELIVERY OF ALL MATERIALS, SUPPLIES, EQUIPMENT OR SERVICES SHALL BE **FOB DESTINATION CITY OF LONG BEACH**. If any of the prices do not apply signify by "N/A" or "\$0.00" to signify "No Charge".

Bidders must specify turnaround time, in business days, after pick-up in the table below.

PRICES TO BE INPUT ELECTRONICALLY IN PLANETBIDS

	Description	Quantity	Unit Cos per scanned image	Turnaround Time, in business days, after pick-up
SCANNING: CATEGORY 1				
1	1. Letter and Legal sized documents 2. up to 11" x 17" 3. TIF 4. 300 DPI	0-100,000	Input electronically	
2		100,001-250,000	Input electronically	
3		250,001-500,000	Input electronically	
4		500,000-1,000,000	Input electronically	
5		1,000,001-1,500,000	Input electronically	
6	Includes: <ul style="list-style-type: none">• Prepping• Quality control• Indexing	1,500,001-2,000,000	Input electronically	
7		2,000,000 +	Input electronically	
SCANNING: CATEGORY 2				
8	1. MAP/Engineering Drawings 2. TIF 3. 300 DPI	0-100,000	Input electronically	
9		100,001-250,000	Input electronically	
10		250,001-500,000	Input electronically	
11		500,000-1,000,000	Input electronically	
12		1,000,001-1,500,000	Input electronically	
13	Includes: <ul style="list-style-type: none">• Prepping• Quality control• Indexing	1,500,001-2,000,000	Input electronically	
14		2,000,000 +	Input electronically	
SCANNING CATEGORY 3				
15	1. Microfiche 2. TIF 3. 300 DPI	0-100,000	Input electronically	
16		100,001-250,000	Input electronically	
17		250,001-500,000	Input electronically	
18		500,000-1,000,000	Input electronically	
19		1,000,001-1,500,000	Input electronically	
20	Includes: <ul style="list-style-type: none">• Prepping• Quality control• Indexing	1,500,001-2,000,000	Input electronically	
21		2,000,000 +	Input electronically	
SCANNING: CATEGORY 4				
22	1. Microfiche 2. TIF 3. 300 DPI	0-100,000	Input electronically	
23		100,001-250,000	Input electronically	
24		250,001-500,000	Input electronically	
25		500,000-1,000,000	Input electronically	
26		1,000,001-1,500,000	Input electronically	

BID SECTION

27	<ul style="list-style-type: none"> • Prepping • Quality control • Indexing 	1,500,001-2,000,000	Input electronically	
28		2,000,000 +	Input electronically	

DESTRUCTION OF DOCUMENTS

	Description	Unit of Measure	Unit Cost	
29	Destruction of documents after scanning and review of scanned images by the City is complete	Per Standard File Box 15x12x10	Input electronically	
30		Per Banker Box 12x10x15	Input electronically	
31	Non-paper: Shred Charge for non-paper items (i.e. disks, microfiche, video tapes, CDs, etc.)	Per Standard File Box 15x12x10	Input electronically	

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ATTACHMENT A

**Debarment, Suspension, Ineligibility and Voluntary Exclusion
Certification**

Debarment, Suspension, Ineligibility and Voluntary Exclusion Certification

Please read Acceptance of Certification and Instructions for Certification before completing

As a current or potential vendor for the City of Long Beach (City) your firm, through its business relationship with the City, may be the recipient of federal grant funds. As such, the City is required to document that neither your business entity or organization, nor any of your principals are debarred, suspended, ineligible, or have voluntarily been excluded from receiving federal grant funds. Consistent with Executive Order No. 12549 Title 2 CFR Part 18 Subpart C, all potential recipients of federal grant funds are required to comply with the requirements specified below. By submission of proposal/bid/agreement, the undersigned, under penalty of perjury, certifies that the participant, nor any of its principals in the capacity of owner, director, partner, officer, manager, or other person with substantial influence in the development or outcome of a covered transaction, whether or not employed by the participant:

- Are not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal department or agency;
- Have not, within a three (3) year period preceding this bid/agreement/proposal, been suspended, debarred, voluntarily excluded or declared ineligible by a federal agency;
- Do not presently have a proposed debarment proceeding pending;
- Have not, within a three (3) year period preceding this bid/agreement/proposal, been indicted or convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct;
- Have not, within a three (3) year period preceding this bid/agreement/proposal, had one or more public transactions (Federal, State, or local) terminated for cause or default.

If reorganization, management turnover, or a shift or change of principals' status occurs, written notice must be submitted within 21 days. Subsequent disclosure of unfavorable information will be subject to thorough review and remedial action. Updated versions of this certification may be requested on a routine basis.

Where the potential prospective recipient of Federal assistance funds is unable to certify to any of the statement in this certification, such prospective participant shall attach an explanation to the applicable bid/agreement/proposal.

MetaSource, LLC

Business/Contractor/Agency

Mark Ridder

Associate Vice President

Name of Authorized Representative

Title of Authorized Representative


Signature of Authorized Representative

1/10/2019
Date

r21411

Acceptance of Certification

1. This bid/agreement/proposal or like document has the potential to be a recipient of Federal funds. In order to be in compliance with Code of Federal Regulations, the City requires this completed form. By signing and submitting this document, the prospective bidder/proposer is providing the certification and acknowledgement as follows:
2. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
3. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
4. The potential recipient of Federal assistance funds agrees by submitting this bid/agreement/proposal or like document that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

Instructions for completing the form, Attachment –Debarment Certification

1. The City of Long Beach sometimes receives Federal funding on certain purchases/projects. To ensure that the City is in compliance with Federal regulations we require this form to be completed.
2. The City of Long Beach checks the System for Award Management at www.sam.gov to make sure that Contractors who are awarded City contracts and/or purchase orders are not debarred or suspended. Prospective contractors should perform a search on this website for your company and or persons associated with your business.
3. If your business is in compliance with the conditions in the form, please have the appropriate person complete and sign this form and return with your bid/proposal/agreement.
4. If at any time, your business or persons associated with your business become debarred or suspended, we require that you inform us of this change in status.
5. If there are any exceptions to the certification, please include an attachment. Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception, indicate to whom it applies, initiating agency and dates of action.
6. Note: Providing false information may result in criminal prosecution or administrative sanctions.

If you have any questions on how to complete this form, please contact the Purchasing Division in the City of Long Beach Business Relations Bureau at 562-57-6200

ATTACHMENT B
REFERENCE LIST



City of Long Beach
Purchasing Division
333 W Ocean Blvd/7th Floor
Long Beach CA 90802

Reference Information Form

Client/Contractor Name Superior Court of California, County of Los Angeles

Project Manager/Contact Name Nancy Guerra E-mail nguerra@lacourt.org Ph. No. 213-628-7445

Address 210 W. Temple St., Rm. 6-530, Los Angeles, CA 90012

Project Description MetaSource has been contracted to perform real-time scanning of all case files at locations. The project encompasses converting over 3 million images per month. The court also awarded a contract for all backlog scanning.

Project Dates (Start and End) 4-2015 thru 6-2022 Contract Term(s) 3-5 years Contract Amount \$2MM annual

Client/Contractor Name City of Newport Beach

Project Manager/Contact Name Lanny Krage E-mail Lkrage@newportbeachca.gov Ph. No. 949-644-3293

Address 100 Civic Center Drive, Newport Beach, CA 92660

Project Description MetaSource has been providing document conversion services to the City for over six years. MetaSource provides the City with images that are 'import ready' for LaserFiche.

Project Dates (Start and End) 2012-2020 Contract Term(s) 5 years Contract Amount \$50K annually

Client/Contractor Name Superior Court of California, County of San Bernardino

Project Manager/Contact Name David Gonzales E-mail DGonzales@sb-court.org Ph. No. 909.708.8742

Address 247 West Third street, 11th floor, San Bernardino CA 92415

Project Description MetaSource has been capturing and processing the Court's case files onsite for over six years. Our staff preps and captures approximately 1 million images per month.

Project Dates (Start and End) 2012 to 2021 Contract Term(s) 3 years Contract Amount \$500K annually

Client/Contractor Name City of Long Beach – Long Beach Development Services | Building Bureau

Project Manager/Contact Name Georgia Pon E-mail georgia.pon@longbeach.gov Ph. No. 562.570.6038

Address 333 West Ocean Blvd., 4th Fl | Long Beach, CA 90802

Project Description MetaSource converted over 1 million images of film and fiche to Laserfiche format. Currently we perform scanning of plans on a bimonthly basis.

Project Dates (Start and End) 2015- 2019 Contract Term(s) annually Contract Amount varies

Client/Contractor Name County of Franklin Courts

Project Manager/Contact Name Justin J. McHenry E-mail jjmchenry@franklincountypa.gov Ph. No. 717.261.3154 ext. 23550

Address 218 North Second Street , Chambersburg, PA 17201

Project Description Converted over 4.5 million pages to County Laser Fiche system

Project Dates (Start and End) 2016-2018 Contract Term(s) 2 years Contract Amount \$200K

ATTACHMENT C

**W-9 Request for Taxpayer
Identification Number and Certification**

Form-Fillable PDF available at <http://www.irs.gov/pub/irs-pdf/fw9.pdf>

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. MetaSource Holdings, LLC		
	2 Business name/disregarded entity name, if different from above MetaSource, LLC		
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)	
	5 Address (number, street, and apt. or suite no.) See instructions. 1900 Frost Road, Suite 100	Requester's name and address (optional)	
	6 City, state, and ZIP code Bristol, PA 19007		
	7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-					
or									
Employer identification number									

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Mark Ridder, Associate Vice President

Date ► 1/10/2019

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

ATTACHMENT D

EQUAL BENEFITS ORDINANCE (EBO) FORM

EQUAL BENEFITS ORDINANCE DISCLOSURE FORM

As a condition of being awarded a contract with the City of Long Beach ("City"), the selected Contractor/Vendor ("Contractor") may be required during the performance of the Contract, to comply with the City's nondiscrimination provisions of the Equal Benefits Ordinance ("EBO") set forth in the Long Beach Municipal Code section 2.73 et seq. The EBO requires that during the performance of the contract, the Contractor shall provide equal benefits to its employees with spouses and employees with domestic partners. Benefits include but are not limited to, health benefits, bereavement leave, family medical leave, membership and membership discounts, moving expenses, retirement benefits and travel benefits. A cash equivalent payment is permitted if an employer has made all reasonable efforts to provide domestic partners with access to benefits but is unable to do so. A situation in which a cash equivalent payment might be used if where the employer has difficulty finding an insurance provider that is willing to provide domestic partner benefits.

The EBO is applicable to the following employers:

- For-profit employers that have a contract with the City for the purchase of goods, services, public works or improvements and other construction projects in the amount of \$100,000 or more
- For-profit entities that generate \$350,000 or more in annual gross receipts leasing City property pursuant to a written agreement for a term exceeding 29 days in any calendar year

Contractors who are subject to the EBO must certify to the City before execution of the contract that they are in compliance with the EBO by completing the EBO Certification Form, attached, or that they have been issued a waiver by the City. Contractors must also allow authorized City representatives access to records so the City can verify compliance with the EBO.

The EBO includes provisions that address difficulties associated with implementing procedures to comply with the EBO. Contractors can delay implementation of procedures to comply with the EBO in the following circumstances

- 1) By the first effective date after the first open enrollment process following the contract start date, not to exceed two years, if the Contractor/vendor submits evidence of taking reasonable measures to comply with the EBO; or
- 2) At such time that the administrative steps can be taken to incorporate nondiscrimination in benefits in the Contractor/vendor's infrastructure, not to exceed three months; or
- 3) Upon expiration of the contractor's current collective bargaining agreement(s).

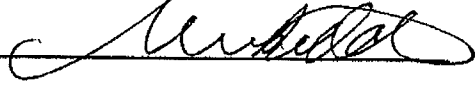
Compliance with the EBO

If a contractor has not received a waiver from complying with the EBO and the timeframe within which it can delay implementation has expired but it has failed to comply with the EBO, the

Contractor may be deemed to be in material breach of the Contract. In the event of a material breach, the City may cancel, terminate or suspend the City agreement, in whole or in part. The City also may deem the Contractor an irresponsible bidder and disqualify the Contractor from contracting with the City for a period of three years. In addition, the City may assess liquidated damages against the Contractor which may be deducted from money otherwise due the Contractor. The City may also pursue any other remedies available at law or in equity.

By my signature below, I acknowledge that the Contractor understands that to the extent it is subject to the provisions of the Long Beach Municipal Code section 2.73, the Contractor shall comply with this provision.

Printed Name: Mark Ridder Title: Associate Vice President

Signature:  Date: 1/10/2019

Business Entity Name: MetaSource, LLC

**CERTIFICATION OF COMPLIANCE WITH THE
EQUAL BENEFITS ORDINANCE**

Section 1. CONTRACTOR/VENDOR INFORMATION

Name: MetaSource, LLC Federal Tax ID No [REDACTED]
Address: 67 West 13490 South, Suite 300
City: Draper State: UT ZIP: 84020
Contact Person: Hal Redjai Telephone: 385-351-6651
Email: hredjai@metasource.com Fax: 801-208-1126

Section 2. COMPLIANCE QUESTIONS

- A. The EBO is inapplicable to this Contract because the Contractor/Vendor has no employees. Yes X No
- B. Does your company provide (or make available at the employees' expense) any employee benefits? X Yes No
(If "yes," proceed to Question C. If "no," proceed to section 5, as the EBO does not apply to you.)
- C. Does your company provide (or make available at the employees' expense) any benefits to the spouse of an employee?
 X Yes No
- D. Does your company provide (or make available at the employees' expense) any benefits to the domestic partner of an employee?
 Yes X No (If you answered "no" to both questions C and D, proceed to section 5, as the EBO is not applicable to this contract. If you answered "yes" to both Questions C and D, please continue to Question E. If you answered "yes" to Question C and "no" to Question D, please continue to section 3.) *Please See below
- E. Are the benefits that are available to the spouse of an employee identical to the benefits that are available to the domestic partner of an employee? Yes No
(If "yes," proceed to section 4, as you are in compliance with the EBO. If "no," continue to section 3.)

Section 3. PROVISIONAL COMPLIANCE

- A. Contractor/vendor is not in compliance with the EBO now but will comply by the following date:
- X By the first effective date after the first open enrollment process following the contract start date, not to exceed two years, if the Contractor/vendor submits evidence of taking reasonable measures to comply with the EBO; or
- At such time that the administrative steps can be taken to incorporate nondiscrimination in benefits in the Contractor/vendor's infrastructure, not to exceed three months; or

Substantially and in the spirit of the ordinance by making spousal benefits to electing parties who are married or marry in compliance with California law regardless of sex or gender of the spousal parties.

Please note: MetaSource presently complies with this method of EBO satisfaction.

____ Upon expiration of the contractor's current collective bargaining agreement(s).

- B. If you have taken all reasonable measures to comply with the EBO but are unable to do so, do you agree to provide employees with a cash equivalent? (The cash equivalent is the amount of money your company pays for spousal benefits that are unavailable for domestic partners.)
____ Yes ____ No

Section 4. REQUIRED DOCUMENTATION


At time of issuance of purchase order or contract award, you may be required by the City to provide documentation (copy of employee handbook, eligibility statement from your plans, insurance provider statement, etc.) to verify that you do not discriminate in the provision of benefits.

Section 5. CERTIFICATION


I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that I am authorized to bind this entity contractually. By signing this certification, I further agree to comply with all additional obligations of the Equal Benefits Ordinance that are set forth in the Long Beach Municipal Code and in the terms of the contract of purchase order with the City.

Executed this 10th day of January, 20 19 at Draper UT

Name Mark Ridder

Signature 

Title Assocoaité Vice President

Federal Tax ID No. 

ATTACHMENT E
INSURANCE REQUIREMENTS



City of Long Beach
Purchasing Division
333 w. Ocean Blvd 7th Floor
Long Beach, CA 90802

INSURANCE REQUIREMENTS

Contractor shall submit proof of insurability as specified herein or in accordance with City Administrative Regulation (AR) 8-27 (whichever is more recent) with bid. Successful bidder shall be required to submit proof of insurance if award is made and notice given by the City. Failure to submit this proof within ten (10) calendar days after notice of award may disqualify the bid.

- Contractor shall maintain at its expense, until completion of performance and acceptance by City, from an insurer:
 - Admitted (licensed) in the State of California with a current financial responsibility rating of A (Excellent) or better and a current financial size category (FSC) of V (capital surplus and conditional surplus funds of greater than \$10 million) or greater rating as reported by A.M. Best Company or equivalent, unless waived in writing by City's Risk Manager, or
 - Non-admitted in the State of California with a current financial responsibility rating of A (Excellent) or better and a current financial size category (FSC) of VIII (capital surplus and conditional surplus funds of greater than \$100 million) or greater rating as reported by A.M. Best Company or equivalent, unless waived in writing by the City's Risk Manager, the following:
 - Commercial general liability insurance or self-insurance equivalent in coverage scope to ISO CG 00 01 10 93 naming the City of Long Beach, and their officials, employees, and agents as additional insureds on a form equivalent in coverage scope to ISO CG 20 10 11 85 from and against claims, demands, causes of action, expenses, costs, or liability for injury to or death of persons, or damage to or loss of property arising out activities performed by or on behalf of the Contractor in an amount not less than One Million Dollars (US \$1,000,000) per occurrence and Two Million Dollars (US \$2,000,000) in general aggregate.
 - Workers' compensation coverage as required by the Labor Code of the State of California and Employer's liability insurance with minimum limits of One Million Dollars (US \$1,000,000) per accident or occupational illness. The policy shall be endorsed with a waiver of the insurer's right of subrogation against the City of Long Beach, and their officials, employees, and agents.
 - Automobile liability insurance equivalent in coverage scope to ISO CA 00 01 06 92 in an amount not less than Five Hundred Thousand Dollars (US \$500,000) combined single limit (CSL) per accident for bodily injury and property damage covering owned, non-owned, and hired automobiles.



City of Long Beach
Purchasing Division
333 W. Ocean Blvd 7th Floor
Long Beach, CA 90802

- Miscellaneous errors & omissions liability insurance with limits of \$1 million per claim
- Self-insurance of self-insured retention must be approved in writing by City in advance and protect the City in the same manner and extent as if policies had not contained retention. Each policy must be endorsed to state that coverage shall not be cancelled by either party or reduced in coverage except after 30 days prior written notice to City. Vendor must furnish to City before performance certificates of insurance and original endorsements, with the original signature of one authorized by the insurer to bind coverage on its behalf, for approval as to sufficiency and form. This insurance shall not be deemed to limit vendor's liability hereunder.
- All coverages for Subcontractors shall be subject to the requirements stated herein and shall be maintained at no expense to the City.
- Contractor shall furnish the City with certificates of insurance and original endorsements providing coverage as required above. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.
- Before any of Contractor's or Subcontractor's employees shall do any work on the City's property, Contractor shall furnish the City with the required certificates evidencing that such insurance is being maintained. Such certificates shall specify the date when such insurance expires. Such insurance shall be maintained until after the Work under the Contract has been completed and accepted.
- Such insurance as required herein or in any other documents to be considered a part hereof shall not be deemed to limit Contractor's liability under this Contract.
- Contractor shall indemnify, protect and hold harmless City, its Boards, Commissions, and their officials, employees and agents ("Indemnified Parties"), from and against any and all liability, claims, demands, damage, loss, obligations, causes of action, proceedings, awards, fines, judgments, penalties, costs and expenses, including attorneys' fees, court costs, expert and witness fees, and other costs and fees of litigation, arising or alleged to have arisen, in whole or in part, out of or in connection with (1) Contractor's breach or failure to comply with any of its obligations contained in this Agreement, including any obligations arising from the Contractor's compliance with or failure to comply with applicable laws, including all applicable federal and state labor requirements including, without limitation, the requirements of California Labor Code section 1770 et seq. or (2) negligent or willful acts, errors, omissions or misrepresentations committed by Contractor, its officers, employees, agents, subcontractors, or anyone under Contractor's control, in the performance of work or services under this Agreement (collectively "Claims" or individually "Claim").




City of Long Beach
Purchasing Division
333 W. Ocean Blvd 7th Floor
Long Beach, CA 90802

- In addition to Contractor's duty to indemnify, Contractor shall have a separate and wholly independent duty to defend Indemnified Parties at Contractor's expense by legal counsel approved by City, from and against all Claims, and shall continue this defense until the Claims are resolved, whether by settlement, judgment or otherwise. No finding or judgment of negligence, fault, breach, or the like on the part of Contractor shall be required for the duty to defend to arise. City shall notify Contractor of any Claim, shall tender the defense of the Claim to Contractor, and shall assist Contractor, as may be reasonably requested, in the defense.
- If a court of competent jurisdiction determines that a Claim was caused by the sole negligence or willful misconduct of Indemnified Parties, Contractor's costs of defense and indemnity shall be (1) reimbursed in full if the court determines sole negligence by the Indemnified Parties, or (2) reduced by the percentage of willful misconduct attributed by the court to the Indemnified Parties.
- If the Contractor elects to use subcontractors, Contractor agrees to require its subcontractors to indemnify Indemnified Parties and to provide insurance coverage to the same extent as Contractor.
- The provisions of the indemnification shall survive the expiration or termination of this Contract.
- Contractor shall list the name and location of the place of business of each Subcontractor who will perform work, labor or services for Contractor, or who specially fabricates and installs a portion of the Work or improvement in an amount in excess of one-half of one percent of Contractor's total contract cost. The Subcontractor list shall be submitted with Contractor's Bid.

By submitting a signature below, Bidder agrees that insurance requirements can be provided as requested.

MetaSource, LLC by

Printed Name: Mark Ridder Title: Associate Vice President
Signature:  Date: 1/10/2019



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/28/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER HUB International Midwest Limited 55 East Jackson Boulevard Chicago IL 60604	CONTACT NAME:	PHONE (A/C, No, Ext): 312-922-5000	FAX (A/C, No):
	E-MAIL ADDRESS: CSUChicago@hubinternational.com		
INSURED MetaSource Holdings, LLC 67 West 13490 South, Suite 300 Draper UT 84020	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Federal Insurance Company		20281
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
INSURER F :			

COVERAGES**CERTIFICATE NUMBER:** 376938051**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Management Liability			8237-3797	11/1/2018	11/1/2019	See Below

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Combined Maximum Aggregate Limit of Liability for all Claims under all Liability Coverage Parts shall be: \$3,000,000

Directors & Officers and Entity Liability Coverage Part (Form 14-02-17271)

Maximum Aggregate Limit of Liability for this Coverage Part: \$3,000,000

Optional Coverage Applicable to this Coverage Part:

Additional Limit of Liability Dedicated for Executives: \$1,000,000

See Attached...

CERTIFICATE HOLDER**CANCELLATION**

City of Long Beach
Department of Development Services
Attn: Anne Hudson
333 West Ocean Boulevard, 3rd Floor
Long Beach CA 90802

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY HUB International Midwest Limited		NAMED INSURED MetaSource Holdings, LLC 67 West 13490 South, Suite 300 Draper UT 84020	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Retentions:

Insuring Clause A Individual Non-Indemnified Liability Coverage: NONE
Insuring Clause B Individual Indemnified Liability Coverage: \$25,000
Insuring Clause C Entity Liability Coverage: \$25,000

Pending or Prior Proceedings Dates:

Insuring Clause A and B: November 01, 2013
Insuring Clause C: November 01, 2013

Employment Practices Liability Coverage Part (Form 14-02-17272)

Maximum Aggregate Limit of Liability for this Coverage Part: \$3,000,000

Insuring Clauses:

Insuring Clause A Employment Practices Liability Coverage: \$3,000,000
Insuring Clause B Third Party Liability Coverage: \$3,000,000

Retentions:

Insuring Clause A Employment Practices Liability Coverage: \$25,000
Insuring Clause B Third Party Liability Coverage: \$25,000

Pending or Prior Proceedings Dates:

Insuring Clause A: November 01, 2013
Insuring Clause B: November 01, 2013

Fiduciary Liability Coverage Part (Form 14-02-17273)

Maximum Aggregate Limit of Liability for this Coverage Part: \$3,000,000

Retentions:

Insuring Clause A Fiduciary Liability Coverage: \$0
Insuring Clause B Voluntary Settlement Program Coverage: \$0

Pending or Prior Proceedings Dates:

Insuring Clause A: November 01, 2013
Insuring Clause B: November 01, 2013

Kidnap Ransom and Extortion Coverage Part (Form 14-02-17278)

Insuring Clauses Applicable to this Coverage Part: Limits of Liability

(A) Kidnapping, Extortion Threat and Express Kidnap Coverage: \$1,000,000

(B) Custody Coverage: \$1,000,000

(C) Expense Coverage: \$1,000,000

(D) Accidental Loss Coverage:

Type of Accidental Loss: (Benefit Amounts)

(i) Loss of Life Benefit Amount: \$250,000

(ii) Event Benefit Amount: \$1,000,000

(iii) Mutilation: 100% Loss of Life Benefit Amount

(iv) Accidental Loss other than Mutilation or Loss of Life: 100% Loss of Life Benefit Amount

(E) Legal Liability Costs Coverage: \$1,000,000

(F) Emergency Political Repatriation Expense Coverage: \$500,000

(G) Disappearance Investigation Expense Coverage: \$250,000

(H) Express Kidnap Costs Coverage: \$250,000

(I) Hostage Crisis Costs Coverage: \$250,000

Retention: \$0

Crime Coverage Part (Form 14-02-17277)

Insuring Clauses Applicable to this Coverage Part: Limits of Liability Retentions

(A) Employee Theft Coverage: \$5,000,000 \$10,000

(B) Premises Coverage: \$5,000,000 \$10,000

(C) In Transit Coverage: \$5,000,000 \$10,000

(D) Forgery Coverage: \$5,000,000 \$10,000

(E) Computer Fraud Coverage: \$5,000,000 \$10,000

(F) Funds Transfer Fraud Coverage: \$5,000,000 \$10,000

(G) Money Orders & Counterfeit Currency Fraud Coverage: \$5,000,000 \$10,000

(H) Credit Card Fraud Coverage: \$5,000,000 \$10,000

(I) Client Coverage: \$5,000,000 \$10,000

(J) Expense Coverage: \$250,000 Not Applicable

Social Engineering Fraud Coverage Endorsement: \$100,000 \$10,000



METAHOL-01

CSOKOLOWSKI

CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YYYY)
10/29/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Thompson Flanagan Executive Liability Group 626 W. Jackson Blvd. 5th Floor Chicago, IL 60661	CONTACT NAME: Spencer Moysey		
	PHONE (A/C, No, Ext): (312) 566-4704	FAX (A/C, No):	
	E-MAIL ADDRESS: smoysey@thompsonflanagan.com		
INSURED MetaSource, LLC 67 West 13490, Suite 300 Draper, UT 84020	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Travelers Indemnity Company of America		25666
	INSURER B: The Phoenix Insurance Company		25623
	INSURER C: Travelers Property Casualty Co. of America		25674
	INSURER D: Beazley USA Services, Inc.		37540
	INSURER E:		
INSURER F:			

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	<input checked="" type="checkbox"/>		630 3L230344	09/27/2018	09/27/2019	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
							MED EXP (Any one person) \$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY						
	<input checked="" type="checkbox"/> ANY AUTO			BA 3L221532	09/27/2018	09/27/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR					
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE	<input checked="" type="checkbox"/>	CUP 3L23598A	09/27/2018	09/27/2019	EACH OCCURRENCE \$ 5,000,000
	DED \$	RETENTION \$					AGGREGATE \$ 5,000,000
							\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N	N/A	UB 3L223771	09/27/2018	09/27/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Property			630 3L230344	09/27/2018	09/27/2019	Bus Inc 2,500,000
D	E&O/Cyber			W1CA47180301	09/27/2018	09/27/2019	Gen Agg 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The City of Long Beach, its officials, employees an agents are additional insured, with respect to general liability, as their interest may appear. This is written on a primary and non-contributory basis. 30 days written notice of cancellation applies.

CERTIFICATE HOLDER**CANCELLATION**

City of Long Beach Attn: Anne Hudson Department of Development Services 333 West Ocean Boulevard, 3rd Floor Long Beach, CA 90802	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Thompson Flanagan Executive Liability Group		NAMED INSURED MetaSource, LLC 67 West 13490, Suite 300 Draper, UT 84020	
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Named Insureds:
MetaSource, LLC
MetaSource Holdings, LLC
MetaSource Acquisition, LLC
Mortgage Compliance Advisors, LLC
Titan Lenders Corp.
Orion Financial Group, Inc.
Dataimage, Inc.

ATTACHMENT F

SECRETARY OF STATE CERTIFICATION PRINTOUT

<https://businesssearch.sos.ca.gov/>

Business Search - Business Entities - Business Programs | California Secretary of State - Internet Explorer

https://businesssearch.sos.ca.gov/


Business Search - Business E... x

File Edit View Favorites Tools Help

X Convert Select

Business Search - Business ... PURCHASING PLANETBIDS INTRANET HOME System for Award Manage... Suggested Sites City of Long Beach - Registrar

Skip to Main Content Skip to Footer

 **Alex Padilla**
California Secretary of State

About Business Notary & Authentications Elections Campaign & Lobbying State Archives Registries News Contact

Business Entities (BE) **Business Search**

Online Services

E-File Statements of Information for Corporations

Business Search

Processing Times

Disclosure Search

Service Options

Name Availability

Forms, Samples & Fees

Statements of Information (annual/biennial reports)

Filing Tips

Information Requests (certificates, copies & status reports)

Service of Process

FAQs

This search provides access to available information for corporations, limited liability companies and limited partnerships of record with the California Secretary of State, including free uncertified PDF copies of the most recent Statements of Information filed for corporations and limited liability companies, if the statements have been imaged. Please note: This search is not intended to serve as a name availability search. For information on checking or reserving a name, refer to [Name Availability](#).

To conduct a search:

- Select the applicable search type.
- In the "Search Criteria" box, enter the entity name or number you wish to search. Note: If entering the entity number of a corporation, the number must begin with the letter C.
- Select the search filter you wish to use to locate the entity if searching for an entity name.
- Select the Search button.
- For help with searching an entity name or number, refer to [Search Tips](#).

All fields marked with an asterisk (*) are required.

Search Type *
☐ Search by Corporation Name ☐ Search by LP/LLC Name ☐ Search by Entity Number

Search Criteria * Search Filter Keyword v

Search

Please include a printout from this website with your bid.
Individual and Sole Proprietor businesses are exempt.

ATTACHMENT G

Unified City Taxonomy

GROUP 1 - CITY CLERK						
Function	Document Type (Record Series)	Document Class	Keyword Searchable / Index Values			
			1	2	3	4
	Accounting Files	Deposit Receipts	Dr. No.	Date		
		Direct Payments	DP No.	Date		
		Journal Vouchers	JV No.	Date		
		Invoices	Vendor	Date		
		MOU's	Department			
		Seasonal Payroll Records,	Name			
		Purchase Orders,	PO No.			
		Public Service Work Requests	WO No.			
		Reprographics Requests	Date	Subject		
		Requisitions	Name			
		Imprest Cash	Date	Bank Acct. No.		
		PCARD – Invoices and supporting	Date			
	Administrative Files	Affirmative Action Files,	Name			
		Appeals to the City Clerk,	Name	Date		
		Appointments,	Name	Date		
		Hearings	Subject	Date	Name	
		Notice of Hearings,	Subject	Date	Date	
		Withdrawal of Appeal.	Subject	Name	Position Title	
		Hiring Documents	Name	Date		
	Affidavit of Posting.	Maddy Act	Date	Meeting Body		
		Supporting Documents	Date	Meeting Body		
		Set Back Line Notices	Date	Meeting Body	Address	
			Date			
	Affidavit of Publications		Subject	Date		
	Annexations		Applicant	Date		
	Charity Permit Applications	Appropriations & Expenditure Report	Report No.	Date		
	Budget	Type	Bond No.	Assuerty		
	Bonds	Meetings	Date	Body Type		
	Audio	Meetings	Date	Body Type		
	Video		Date	Ordinance No.	Subject	Date
	Microfilm		Reso. NO.	Permit No.	Contract No.	Date
	Contract	Permits	Name	Date		
		Vehicle for Hire Permit File	Name			
	Correspondence		Date	Subject	Author	
	Deeds - Property		Deed No.	Address	Date	Name
	Meetings	Meetings	Body Name	Date		
	Indexes		Subject	Date		
	Insurance Policies		Vendor	Date		
	Loyalty Oathes	Oathes of Offices Statements	Name	Date	Department	
	Maps		Address	Location		
	Agenda	Marked Agendas	Date	Body Type		
		Unmarked Agendas	Date	Body Type		
		Supporting Documents	Date	Body Type	Subject	
	Minutes		Date	Body Type		

Meetings
Agency
Authorities
Boards
City Council
Standing Committees
Commissions
Committees, Commission, Task
Hearings (Hearing Officers)
Task Forces

Type
Bidders
Franchise
Street Excavation
Building & Structure Relocation

	Municipal Records		Subject	Name	Address	Location
	Old Bids - 1965		Bid No.	Subject	Date	Body Type
	Resolutions		Reso No.	Subject	Date	Body Type
	Ordinances		Ordinance No.	Subject	Date	Body Type
	Minute Orders		Date	Body Type		
	Personnel Files		Name	Classification	DOB	
		HR-1	Name	Classification	DOB	
		Benefit Forms	Name	Classification	DOB	
		Retirement Forms	Name	Classification	DOB	
		Feedback Forms	Name	Classification	DOB	
		I-9 Verifications	Name	Classification	DOB	
		W-4	Name	Classification	DOB	
		LiveScan	Name	Classification	DOB	
		Oath	Name	Classification	DOB	
		Online Applications	Name	Classification	DOB	
		Data Form	Name	Classification	DOB	
		Signed Policies	Name	Classification	DOB	
		Direct Deposit Form	Name	Classification	DOB	
		Request for Merit	Name	Classification	DOB	
		Employee Verification Forms	Name	Classification	DOB	
		Back Ground Checks	Name	Classification	DOB	
		Certificates	Name	Classification	DOB	
	Police & Fireman Pension Files		Name	Date	Department	
	Reports / Special Titles		Date	Subject		
	SERRF Document		Date			
	Sister Cty File		City	Country		
	Domestic Partnership		Name	Date	Document No.	
	Street Improvement Files / Assessment District		Address	Location	Date	
	Street Vacation Files		Address	Location	Date	
	Torrence Title Cards		Address	Date		
	World Trade Center Docs		Date			
	Election Files	Application of Matching Funds	Name	Date	Election Type	
		Ballots	Date	Election Type		
		Campaign Statements	Name	Date	Election Type	
		Ballot Statements	Date	Election Type		
		Election Results	Date	Election Type		
		Election Working Files	Date	Election Type		
		Nomination Documents	Name	Date	Election Type	
		Sample Ballot Pamphlet	Date	Election Type		
	Legal Opinions		Name	Subject	Date	
	Lobbyist		Name	Date		
	Petitions		Subject	Petition Type	Date	
	Conflict of Interest Form		Name	Department	Body Type	
	Ethics Training		Name	Department	Body Type	
					Meeting Body	

Attendees October 7, 2016			310.914.0186
Roy Hernandez	Project Manager		
Maria De La Cruz	City Clerk		
Allison Burma	Senior City Clerk Analyst		
Lydia Lee	Assistant City Clerk		
Monique dela Garza	Administrative Officer		
Pablo Rubio	City Clerk Specialist		
Lynsey Lascano	City Clerk Assistant		
Phillip Mc Gowan	City Clerk Assistant		

City Clerk Analysts		
1	Address	
2	Applicant	
3	Assuery	
4	Author	
5	Bank Acct No.	
6	Bid No.	
7	Body Name	
8	Body Type	
9	Bond No.	
10	City	
11	Classification	
12	Contract No.	
13	Country	
14	Date	
15	Deed No.	
16	Department	
17	DOB	
18	Document No.	
19	DP No.	
20	Dr. No.	
21	Election Type	
22	JV No.	
23	Location	
24	Meeting Body	
25	Name	
26	Ordinance No.	
27	Permit No.	
28	Petition Type	
29	PO No.	
31	Position Title	
32	Report No.	
33	Reso No.	
34	Subject	
35	Vendor	
36	WO No.	

Function	Document Type (Record Series)	Document Class	Keyword Searchable / Index Values				
			1	2	3	4	5
Administration	Redevelopment Financial Reports	Statements of Indebtedness (SOI's)					
	Long Beach Housing Development Co	Corporate Records					
		Financial Records					
		Program Administration Records					
		Program Financial Audits					
		Program Rules, Regulations & Guidelines					
		Loans					
		Escrow Company Activity/Progress Reports					
		Corporate Records					
		Financial Records					
		Program Administration Records					
		Program Financial Audits					
		Program Rules, Regulations & Guidelines					
		Loans					
		Escrow Activity/Progress Reports					
	Insurance						
	Grants	Grants Accounting Reports					
	Agreements & Contracts						
	Audit Files						
	Boards & Commissions	Members Records					
	Bond Administration Files – Agency Bonds						
	Budget	Budget Work Files					
	Special Projects Folder						
	City Council	City Council Agendas, Letters					
		Minutes					
Correspondence Financial		Vouchers	Date No.	Subject Date	Name Vendor		
		Journal Vouchers (Department Copies)	No.	Date	Dept.	Bureau	
		Direct Payments	Vendor	Date			
		Invoices	Inv. No.	Date			
		Employee Reimbursements	Name	Date			
		Budget Adjustments	No.	Date			
		Deposit Receipts	No.	Date	Payor		
		Financial Reports	Date	Bureau			
		Minority Business Enterprise Reports	Date				
		Bond Administration Files	Bond N o.	Date			
	Personnel Files	HR-1	Name	Classification	Bureau		
		Benefit Forms	Name	Classification	Bureau		
		Retirement Forms	Name	Classification	Bureau		
		Performance Evaluations	Name	Classification	Bureau		
		I-9 Verifications	Name	Classification	Bureau		
		W-4	Name	Classification	Bureau		
		LiveScan	Name	Classification	Bureau		
		Oath	Name	Classification	Bureau		
		Online Applications	Name	Classification	Bureau		
		Data Form	Name	Classification	Bureau		
		Signed Policies	Name	Classification	Bureau		

		Direct Deposit Form	Name	Classification	Bureau	
		Request for Merit,	Name	Classification	Bureau	
		Employee Verification Forms,	Name	Classification	Bureau	
	Personnel Administrative Files	Investigations	Name	Date	Bureau	
		FMLA	Name	Date	Bureau	
		Worker's Comp	Name	Date	Bureau	
		Affirmative Action Statistics Reports				
		Workplace Safety Annual Reports	Date	Bureau	Division	
		Workplace Safety Inspections	Date	Bureau	Division	
	Personnel Recruitment Files		Date	Classification	Bureau	
	Payroll	Payroll Disbursement Records	Date	Bureau		
		Payroll Reports	Date	Bureau		
	Public Records Act Requests		Date	Name	No.	
	Subpoenas		Date	Name	No.	
	Procurement	Request for Proposals	RFP No.	Title	Date	Vendor
		Proposals	RFP No.	Title	Date	
		Invitation to Bid	ITB No.	Title	Date	
		Request for Qualifications	RFO No.	Title	Date	
		Request for Information	RFI No.	Title	Date	
		Exception to Policy	Title	Date	Vendor	
		Requisitions	Requisition No.	Vendor	Date	
		Direct POs	PO No.	Vendor	Date	
		Blanket PO	PO No.	Vendor	Date	
		Vendor Files	Vendor Name	Vendor No.		
	Rental Housing Rehabilitation Program	Cancelled/Withdrawn Projects				
		Housing Rehabilitation Contractor Files				
		Cancelled/Withdrawn Projects				
		Cancelled/Withdrawn Projects Log				
		Program Administration Files				
		Program Financial Audit				
		Program Rules, Regulations & Guidelines				
		Active Project Files				
	Assets & Equipment	Capital Assets	FY	Name	Bureau	
		Minor Assets	FY	Name	Bureau	
	Legal	Litigation Files	Case No.	Name		
	Policies & Procedures	Information Bulletins				
	Planning Bureau	Agenda	Board	Date	Subject	Address
		Staff Reports	Board	Date	Subject	Address
		Minutes	Board	Date	Subject	Address
	General Plan	City of Long Beach	Name	Date	Subject	
		Various Cities	Name	Date	Subject	
	Maps & Plans	Land Use Maps	Date	Address		
	Maps & Plans	Population Studies	Date	Name		
	Planning Commission	Building Plans	Date	Address		
		Agenda	Date	Address	Project	Applicant
		Staff Reports	Board	Date	Subject	Address
		Minutes	Board	Date	Subject	Address
	Planning Information	Newspapers Clippings	Date	Name	Subject	
		Tax Assessment Ledger - 1943	Name			
	Studies	Annual Reports	Agency	Date		
		Census Reports	Agency	Date		
		Parking, Noise Control	Date	Name	Subject	
	Community Analysis Program (CAP)	Records of Environmental Conditions	Address	Date	Subject	

		Records of Incidence of Sensory Blight	Address	Date	Subject	
		Information Files	Address	Date	Subject	
		Land Use Coding	Address	Date	Subject	
		Structural Condition Survey	Address	Date	Subject	
	Advanced Planning	Environmental Impact Reports (EIR)	No.	Applicant	Address	Date
		Environmental Negative Declarations	No.	Applicant	Address	Date
		Amendments	Name	Date	Subject	
	General Plan	Freeway Studies	Date	Address	Name	
	Maps & Plans	Slides and Photographs	Date	Name	Address	
	Photographs	Economic Base Study	Date			
	Studies	Permits / Modification	No.	Applicant	Address	Date
	Applications	Permits / Special Nonconf. Use Permit	No.	Applicant	Address	Date
		Sign Applications / Plan Approvals	No.	Applicant	Address	Date
		Street / Alley Vacation	No.	Applicant	Address	Date
		Zoning Case Files	No.	Applicant	Address	Date
	Maps & Plans	Artist Conceptions & Landscaping	Date	Applicant	Applicant	
		Counter Section Maps	Date	Address	Name	
		Record of Survey Approval Pending	Date	Name		
		Tract	Date	Address		
		Tentative Tract Map	Date	Address		
		Approval Pending - Tract Maps	Date	Address		
		Recorded Tract Maps	Date	Address		
		Maps / House No.	Date	Address		
		Tract Structural Maps (Sanborn)	Date	Address		
	Meeting Records	Meeting Folders / Modification Committee	Date	Name		
	Planning Information	Shoreline Development	Date	Name		
		Legal Decisions Listings	No.	Date	Subject	
	Applications	Historical Landmark Files	Address	Name	Date	
		Demolished Buildings				
		Certificates of Appropriateness	Applicant	Address	Date	No.
	Cultural Heritage Commission	Articles of Incorporation				
	Agency	Bylaws & Amendments				
		Bi-Weekly Reports				
		Board Meeting Files				
		Board Minutes,				
		Resolutions				
		Ordinances				
		Financial Reports				
		History Files				
		Insurance Policies				
		Reports to City Council				
	Agreements	Contracts				
		Leases &				
		Amendments				
	Boards & Commissions Members					
	Budget Files (Redevelopment Agency)					
	Correspondence					
	Agreements	Development & Disposition Agreements				
		Owner/Participation Agreements (OPA)				
	Litigation Files					
	Manuals	Policies				
		Procedures				
		Bulletins				
	Project Acquisitions/Dispositions					

	Project Areas	Adoption Records				
		Project Area Adoption				
		Project Area Programs/Plans				
	Projects	Advisory Committees Communications				
		Agreements, Leases & Amendments				
		Bond Administration				
		Community Relations				
		Construction Management				
		Design & Review				
		Developer Selection				
		Environmental Impact Documents				
		Environmental Impact Documents				
		Projects Abandoned				
		Maps				
		Plans				
		Drawings				
		Photographs				
		Owner Participation Contacts				
		Redevelopment Agency Board Actions				
		Relocations Case Files				
	Purchasing	Bids				
		Quotes				
		Quotes				
		Purchasing Records				
	Special Project Files (Tidelands)					
	Special Project Files					
	Subject & Reference Files					
	Travel & Expense Records					
	Worker's Compensation	CAL/OSHA Logs				
	Workplace Safety	Annual Reports				
		Safety Inspections				
	Change of Address					
Building & Safety Bureau	Administrative Files					
	Applications	Journeyman Exam. -Electrical				
		Journeyman Exam. -Plumbers				
		Renewal of Journeyman Certif				
		Special Building Inspection				
Neighborhood Relations	Deferred Payment Loans (DPL)	Canceled Loans				
		Canceled Loan Log				
		Contractor Payment Records				
		Loans				
		Program Administration				
		Program Financial Audits				
		Program Rules				
		Program Regulations				
		Program Guidelines				
Housing Services	Bond Administration Files					
	Project Files					
	Long Beach Housing Development Co	Corporate Records				
		Financial Records				
	Program Administration Records					
	Program Financial Audits					
	Programs	Program Rules				
		Program Regulations				

HOUSING & NEIGHBORHOOD SERVICES					Keyword Searchable / Index Values			
Function	Document Type (Record Series)	Document Class			1	2	3	4
	Home Improvement	Application Received Letter Attachment	Address	Prop. Owner Name	Date			
		Title	Address	Prop. Owner Name	Date			
		Photos	Before	Prop. Owner Name	Address			
		GIS Property Information	Address	Prop. Owner Name				
		Forms	Type	Address	Prop. Owner Name	Date		
		Correspondence	Date	Address	Prop. Owner Name			
		Specifications	Address	Prop. Owner Name	Date			
		Labor & Material Receipts	Address	Prop. Owner Name				
		Monthly Report	Date					
		Print Screen	Address	Prop. Owner Name				
	Commercial Improvement Prog	CIRP,	Address	Prop. Owner Name	Bus Owner Name	Bus Name		
		Comment Sheets,	Address	Prop. Owner Name	Bus Owner Name	Bus Name		
		Inspection Forms,	Address	Prop. Owner Name	Bus Owner Name	Bus Name		
		Assessor Data Base Form	Address	Prop. Owner Name	Bus Owner Name	Bus Name		
		Business License Form	Address	Prop. Owner Name	Bus Owner Name	Bus Name		
		GIS Form	Address	Prop. Owner Name	Bus Owner Name	Bus Name		
		Attachment	Address	Prop. Owner Name	Date			
		Correspondence	Date	Address	Prop. Owner Name			
		Forms	Type					
		Photos	Before	After	Address			
		Title	Address	Prop. Owner Name				
		GIS Property Information	Address	Prop. Owner Name				
		Specifications	Address	Prop. Owner Name				
		Labor & Material Receipts	Address	Prop. Owner Name	Date			
		Monthly Report	Date					
		Print Screen	Address	Prop. Owner Name				
	Neighborhood Partner Prog	Request For Proposal	FY	Neigh Assoc/Org				
		Correspondence	FY	Neigh Assoc/Org				
		Environmental Review Form,	FY	Neigh Assoc/Org				
		Vendor Information Form	Types					
		Photos	Before	After	Neigh Assoc/Org			
	NPP Master Folder	Blank Request For Proposal	FY					
		Score Sheets	FY					
		Announcement	FY					
		Mailing List	FY					
		Workshop Agenda	FY					

Type
Application
Conversation Form
Code Enforcement Form
Additional Improvement Form
Environmental Report Form
Lead Clearance Form
Owner Invoice Form
Contractor Form
Rebate Review Form

Type
Application Requests,
Certificate Extension Form
Certificate
DP Sheet
DP Authorization memo
Translated Documents
Income Qualification Forms

Types
Invoices
WI-9s
Vendor Information Form

		Workshop Sign In Sheet	FY			
		Workshop Sample Application	FY			
		Business Start Up Grant Prog				
		Neighborhood Leadership Prog				
		Neighborhood Resource Prog				
		Proactive Code Enforcement	Letters	Address	Prop. Owner Name	
			Reports	Monthly	Quarterly	
			Area Site Survey Form	Address	Prop. Owner Name	
			Property Ownership Info	Address	Prop. Owner Name	
		Urban Forestry Prog				
		Port of Long Beach Grant				
		Neigh Assist Cleanup Prog				

Attendees	Title
Roy Hernandez	Project manager, ThirdWave
Margaret Madden	Neighborhood Improvement Officer
Teresa Cerda	Community Development Specialist
Reyna Ochoa	Community Worker
Phillip Kalaea Jennings	Community Development Analyst
James Osgood	Community Development Analyst

Compiled Index Values	
1	Address
2	After
3	Before
4	Bus Name
5	Bus Owner Name
6	Date
7	FY
8	Monthly
9	Neigh Assoc/Org
10	Prop. Owner Name
11	Type
12	Type
13	Types

GROUP 1: HUMAN RESOURCES								
Function	Document Type (Record Series)	Document Class	Keyword Searchable / Index Values					
			1	2	3	4	5	
Human Resources	Confidential Investigation Files	Correspondence	Name	Case No.	Date			
		Complaints	Name	Case No.	Date			
		Investigative Reports	Name	Case No.	Date			
		CDs	Name	Case No.	Date			
		Notes	Name	Case No.	Date			
	Correspondence Financial Records	Invoices	Date	Subject	Author			
		Purchase Orders	Inv. No.	Vendor				
		Direct Payments	PO No.	Vendor No.	Vendor	Date		
		Contracts	Vendor	Date				
		Maintenance Agreements	Vendor	Date				
	Benefits	Requisition	Req. No.					
		Credit Card Reconciliation	(Future)					
		Asset Data,	Item No.	Description	Location			
		Advanced Disability Payment	Name	Date	Department			
		Health Insurance Forms	Name	Date	Department			
		Retiree Forms	Name	Date	Department			
		Cancellation Forms	Name	Date	Department			
		Unemployment Claims	Name	Date	Department			
		COBRA	Name	Date	Department			
		Insurance Claims	Name	Date	Department			
		HIAC	Date	Subject				
		PERS	Date	Subject	Name			
		Retirement Packet	Name	Date				
		Retiree Health Forms	Name	Date				
		Unused Sick leave	Name	Date				
Council Letters	Medicare Notifications	Name	Date					
	Vantage Care	Name	Date					
	PERS Forms	Name	Date					
	Safety Disability Retirement	Name	Date					
	Agendas	Date	Subject					
	Resolutions	Date	Subject	Reso. No.				
	Advertisement	Title						
	Notice of Award	Title						
	Contract Bids	Title						
	Request for Bids	Title						
Bid/Award Documents	Request for Qualifications	Title						
	Addendums	Title						
	Rating Sheets	Title						
	Proposals	Title						
	Tabulation of Bids	Title						

	Contracts	Title	Date			
	Counsel Letters	Title	Date			
	Amendments	Title	Date			
	Correspondence	Title	Date		Subject	Author
	P30s	Classification	Name		Date	Department
	Studies	Subject	Date		Department	Union
	Salary Resolution	Date	Reso. No.			
	Personnel Ordinance	Date	Subject			
	Management Assistant Program	Date	Name			
	Negotiations/	Date	Union		Subject	
	MOU's/	Date	Union		Subject	
	Grievances	Date	Union		Subject	Name
	Meet and Confer	Date	Union		Subject	
	Catastrophic Leave Form					
	Family Leave Forms					
	Catastrophic Request Packet					
	Release of Medical Information					
	Catastrophic Donation Memo					
	HR-1	Name	Classification		Department	
	Benefit Forms	Name	Classification		Department	
	Retirement Forms	Name	Classification		Department	
	Performance Evaluations	Name	Classification		Department	
	I-9 Verifications	Name	Classification		Department	
	W-4	Name	Classification		Department	
	LiveScan	Name	Classification		Department	
	Oath	Name	Classification		Department	
	Online Applications	Name	Classification		Department	
	Data Form	Name	Classification		Department	
	Signed Policies	Name	Classification		Department	
	Direct Deposit Form	Name	Classification		Department	
	Request for Merit,	Name	Classification		Department	
	Employee Verification Forms,	Name	Classification		Department	
	Back Ground Checks	Vendor	Event		Project	Department
	Safety Statistics	Date	Name		Department	
	Vehicle Accident Reports	Date	Name		Department	
	Industrial Accident Reports	Date	Name		Department	
	State Reports	Date				
	Safety Inspection Checklist	Date	Department			
	Correspondence	Date	Subject		Author	
	Agreements	Vendor	Date		Project	Department

Attendees	Title	Phone
Roy Hernandez	Project Manager	310.914.0186
Roxanne Bravo	Assist Admin Anal	Roxanne.Bravo@longbeach.gov
Maria Macias	Personnel Assist	Maria.Macias@longbeach.gov

1	Classification
2	Date
3	Inv. No.

Kathey Laster	Clerk Typist	Kathey.Laster@longbeach.gov	
Omar Ramos	Admin Analyst	Omar.Ramos@longbeach.gov	
Khristina Coston	Personnel Analyst	Khristina.Coston@longbeach.gov	
Stephanie Kemp	Personnel Analyst	Stephanie.Kemp@longbeach.gov	
Cathy Chase	Assist Admin Analyst	Cathy.Chase@longbeach.gov	

4	Item No.
5	Name
6	PO No.
7	Req. No.
8	Subject

Function	Document Type (Record Series)	Document Class	Keyword Searchable / Index Values			
			1	2	3	4
	Financial Records	Accounts Receivable Invoices	Vendor	PO No.	Voucher	Date
		Packing Slips	Vendor			
		Accounting Files	Vendor	PO No.	Voucher	Date
		Deposit Receipts	DR No.			
		Direct Payment	Vendor	PO No.	Voucher	Date
		Invoices (Vendor)	Vendor	PO No.	Voucher	Date
		Journal Vouchers	Fund	Department	MOU	
		Mileage Reports	Name	Date		
		Purchase Orders	PO No.	Vendor	Date	
		Returned Check File	Date			
		Budget Work Files	FY			
		Audit Files	Name	Department		
		Financial Reports & Statements	FY	Department		
		Operating	FY	Department		
	Personnel Files	Personnel Requisitions	Name			
		HR-1	Name			
		Performance Evaluations	Name			
		LiveScan	Name			
		Oath	Name			
		Signed Policies	Name			
		Disciplinary Actions	Name			
		Outside Employment	Name			
		Leave of Absence	Name			
	Recruitment Files		Position	Date		
	Procurement	Request for Proposals	RFP No.	Title	Date	
		Proposals	RFP No.	Title	Date	Vendor
		Invitation to Bid	ITB No.	Title	Date	Vendor
		Request for Qualifications	RFQ No.	Title	Date	Vendor
		Request for Information	RFI No.	Title	Date	Vendor
		Exception to Policy	Title	Date	Vendor	Department
		Requisitions	Requisition No.	Vendor	Date	
		Insurance	Vendor	Expiration Date		
	Contracts	Permits	Special Event	FY	Permittee	Permit No.
		Equipment Contracts	Vendor			
		Insurance Certificates	Vendor			
		Community Organization Contracts	Org Name			
		MOUs	Org Name	Department		
		Employment Contracts	Vendor			
		Contract Tracking	Department	Organization	Date	
		Software Contracts	Vendor			
	Projects & Studies		Study Type	Subject		
	Legislative Files	Federal Legislative Files	Subject	Date		
		State Legislative Files	Subject	Date		
		County Legislative Files	Subject	Date		
		City Charter Files	Subject	Date		
		Municipal Code Files	Subject	Date		

Special Event
Film Permits
Special Event Permits
Occasional Event Permits
Block Party Permits
Street Banner Permits

Study Type

15	MOU
16	Name
17	Officer Name
18	Org Name
19	Organization
20	Permit No.
21	Permittee
22	PO No.
23	Position
24	Requisition No.
25	RFI No.
26	RFP No.
27	RFQ No.
28	Special Event
29	Study Type
30	Subject
31	Subject
32	Title
33	Type
34	Vendor
35	Voucher

GROUP 22 - PUBLIC WORKS

Function	Document Type (Record Series)	Document Class	Keyword Searchable / Index Values				
			1	2	3	4	5
Engineering							
	Drawing Specifications Manuals	Traverse Sheets	R No.	Title	Project No.		
	Reports	Division Safety Meeting Reports	Date	Division Subject	Author	R No.	Project Mgr.
	Correspondence		Type	Title	Project No.	Client	Project Mgr.
	Pre-Design Documents	Pre-design Reports	Type	Title	Project No.	Client	Project Mgr.
		Soils Reports	Type	Title	Project No.	Client	Project Mgr.
		Photos	Type	Date	Title	Location	
		Agreements	Type	Title	Project No.	Client	
		Council Letters	Type	Date	Project No.	Title	
	Design Documents	Notice to Proceed	Title	Project No.	R No.	Contract No.	
		Permits	Title	Project No.	R No.	Agency	
		Final Plans	Title	Project No.	R No.	Drawing No.	
		Final Specifications	Title	Project No.	R No.		
		Engineer's Estimates	Title	Project No.	R No.		
		Surveys	Title	Project No.	R No.		
		Engineers Reports	Title	Project No.	R No.	Type	Date
		E-76 (Authorization to Proceed)	Title	Project No.	R No.	Type	
		Purchase Orders	Title	Project No.	R No.		
		Funding Agreement	Title	Project No.	R No.		
		Grant Applications	Title	Project No.	R No.		
		Design Consultant Proposals	Title	Project No.	R No.		
		Tree Reports	Title	Project No.	R No.		
		Utility Notifications	Title	Project No.	R No.		
		Advertisement	Title	Project No.	R No.		
	Bid/Award Documents	Notice of Award	Title	Project No.	R No.		
		Contract Bids	Title	Project No.	R No.		
		Request for Bids	Title	Project No.	R No.		
		Request for Qualifications	Title	Project No.	R No.		
		Addendums	Title	Project No.	R No.		
		Rating Sheets	Title	Project No.	R No.		
		Proposals	Title	Project No.	R No.		
		tabulation of bids,	Title	Project No.	R No.		
		Contracts	Title	Project No.	R No.		
		Counsel Letters	Title	Project No.	R No.		
		Amendments	Title	Project No.	R No.		
		Correspondence	Title	Project No.	R No.		
	Construction Documents	Construction Schedule	Title	Project No.	R No.		
		Notice to Proceed	Title	Project No.	R No.		
		Submittals	Title	Project No.	R No.		
		Change Orders	Title	Project No.	R No.		
		Certified Payrolls	Title	Project No.	R No.		
		As-built Drawings	Title	Project No.	R No.	Drawing No.	
		Redlines	Title	Project No.	R No.		
		Notice of Completion	Title	Project No.	R No.		
		Daily Inspection Records	Title	Project No.	R No.		

Type
Street
Parks,
Marine,
Facilities Landscaping,
Irrigation,
Public Facilities and
Buildings
Alleys
Sidewalks
Bike
Striping
Traffic Signals

Type
Topo
Boundary
R/W
Alignment
Control Circuit

Type
Studies
Solid
Structure
Hydraulic

Prosecutor		Document Type (Record Series)		Document Class		Keyword Searchable / Index Values				
Function						1	2	3	4	5
City Prosecutor	Case Files			Filing Sheet		Type	Name	DOB	Case No.	
				Complaint		Case No.	Name			
				Pink		Case No.				
				Correspondence		Police Report No.	Case No.			
				Lab Results		Case No.	Photo No.			
				Photos		Case No.				
				CDs		Case No.				
				Case Notes		Case No.				
				Request Sheets		Case No.				
				Police Report		Police Report No.	Case No.			
				Discovery Compliance Log		Case No.				
				Protective Orders		Case No.	Name	Author		
	Correspondence					Date	Subject			
	Financial Records			Invoices						
				Purchase Orders		PO No.	Vendor No.	Vendor	Date	
				Direct Payments		Vendor	Date			
				Contracts		Vendor	Date			
				Maintenance Agreements		Vendor	Date			
	Personnel Files			HR-1		Name				
				Benefit Forms		Name				
				Retirement Forms		Name				
				Performance Evaluations		Name				
				I-9 Verifications		Name				
				W-4		Name				
				LiveScan		Name				
				Oath		Name				
				Online Applications		Name				
				Data Form		Name				
				Signed Policies		Name				
				Direct Deposit Form		Name				

Type
Criminal
Gang
Impact
Domestic Violence
Vice
Truancy
Code Enforcement
Environmental
Fish & Game

Attendees 9.20.16	Title	Email	Phone
Roy Hernandez	Project Manager	rhernandez@thirdwavecorp.com	310.914.0186
Denise Albertson	Prosecutor Assistant Supervisor	Denise.Albertson@longbeach.gov	562.570.5615
Sherri Seldon	Chief of Staff	Sherri.Seldon@longbeach.gov	562.570.5621

1	Author
2	Case No.
3	Date
4	DOB
5	Name
6	Photo No.
7	PO No.
8	Police Report No.
9	Subject
0	Type
11	Vendor
12	Vendor No.

Type
Hardware
Software
Mobile device

Function	Document Type (Record Series)	Document Class	Keyword Searchable / Index Values				
			1	2	3	4	5
Innovation & Technology	Tech Service Request	Justification Form	Ticket No.	Name	Type		
		CJP Worksheet	Ticket No.	Name			
		Change Request	Ticket No.	Name			
		Multi-Function Device Questionnaire	Ticket No.	Name			
		Quote	Ticket No.	Name	Type		
		Return Asset Form	Ticket No.	Name			
		Security Policy Form	Ticket No.	Name			
		Stipend Form	Ticket No.	Name	Type		
		Certificate of Order	Ticket No.	Name			
		Change Request Details	Ticket No.	Name	Type		
		Correspondence	Date	Subject	Author	Recipient	
		Equipment Inventory	Serial No.	Asset No.	Description	Location	
		Annual Physical Inventory	FY				
		Asset Forms	Asset No.	Date	Description		
GIS		Aerial Photographs					
		GIS Files					
		GPS Tech.					
Manuals		Equipment	Type	Vendor			
		Training	Type				
		Mainframe Language Manuals					
Procurement		Product Information	Type	Vendor			
		Request for Proposals	RFP No.	Title	Date		
		Proposals	RFP No.	Title	Date	Vendor	
		Invitation to Bid	ITB No.	Title	Date	Vendor	
		Request for Qualifications	RFQ No.	Title	Date	Vendor	
		Request for Information	RFI No.	Title	Date	Vendor	
		Exception to Policy	Title	Date	Vendor		
Projects		Requisitions	Requisition No.	Vendor	Date		
		Project Binders	Project Name	Division	Date		
		Project Budgets	Project Name	Division	Date		
		Project Documentation	Project Name	Division	Date		
		Project Files	Project Name	Division	Date		
		Project Info	Project Name	Division	Date		
		Interdepartmental Charges	Name	Subobject Cod	Department	Year	
MOUs		Property Inventory Report	Name	Subobject Cod	Department	Year	
		Billing for Grants	Grant Year	Grant Name	Department		
		Billings	Department	Index Code	Year		
		CD-ROM's	Date				
		Phone Statements	Vendor	Date			
		Journal Voucher	JV No.	Description	Department		
		Direct Payments – Request for	Vendor	DP No.			
		Deposit Receipts	Vendor	DR No.			
		ETC	Date				
		Budgets	FY				
Noise Ordinance Policies & Procedures			Date	Location			
		Technicians Check List	Subject	Name			

	Vendors	Agreements	Contract No.	Vendor	Vendor No.	FY
		Contracts	Contract No.	Vendor	Vendor No.	FY
		Quotes	Vendor	FY		
		POs	Vendor	PO No.	FY	
		Invoices	Vendor	PO No.	FY	
		Certificate of Insurance	Vendor	FY		
		W9	Vendor	Vendor No.		
		Packing Slips	Vendor	FY		
	Personnel Files	HR-1	Name			
		Benefit Forms	Name			
		Retirement Forms	Name			
		Performance Evaluations	Name			
		I-9 Verifications	Name			
		W-4	Name			
		LiveScan	Name			
		Oath	Name			
		Online Applications	Name			
		Data Form	Name			
		Signed Policies	Name			
		Direc Deposit Form	Name			
		Overtime Write-ups	Name			
		HR Payroll	Name			
	Administrative Files	Space Planning	Bureau			

Attendees 9.21.16	Title	Email	Phone
Roy Hernandez	Project Manager	rhernandez@thirdwavecorp.com	310.914.0186
Cheryl Jenkins	Clerk Typist	Cheryl.Jenkins@longbeach.gov	570.6832
Erma Sadek	Admin	Erma.Sadek@longbeach.gov	570.5827
Toni Miller	Admin	Toni.Miller@longbeach.gov	570.6915
Jessica Romero	Admin	Jessica.Romero@longbeach.gov	570.5556
Eugene Fong	Admin	Eugene.Fong@longbeach.gov	570.665
Deborah Hill	Payroll Personnel Assistant	Deborah.Hill@longbeach.gov	570.6982
Justina Francisco	Admin Analyst	Justina.Francisco@longbeach.gov	570.773

1	Assert No.
2	Author
3	Bureau
4	Contract No.
5	Date
6	Department
7	Description
8	Division
9	DP No.
0	FY
11	Grant Name
12	Grant Year
13	Index Code
14	ITB No.
15	JV No.
16	Location
17	Name
18	PO No.
19	Project Name
20	Recipient
21	Requisition No.
22	RFP No.
23	Serial No.
24	Subject
25	Subject Code

26	Ticket No.
27	Title
28	Type
29	Vendor

Function		Document Type (Record Series)	Document Class	Keyword Searchable / Index Values				
				1	2	3	4	5
Civil Service		Personnel Files	Certificates	Name	Social			
		Personnel Transaction/HR-1	Performance Evaluation	Name	Social			
			Disciplinary	Name	Social			
			Medical	Name	Social			
			Recognition	Name	Social			
		Inactive Examination Files		Classification	Exam. No.	Date		
		Recruitment Files		Classification	Exam. No.	Date		
		Agenda Item Packet		Date	Type of Action			
		Correspondence	Candidate Disposition	Date	Subject	Author	Classification	
			Due Process Email	Date	Subject	Author	Classification	
			List Ready	Date	Subject	Author	Classification	
		Rosters	Application Roster	Classification	Name	Date	Social	
			Candidate Roster	Classification	Name	Date	Social	
			Protest Roster	Classification	Name	Date	Social	
			Batched Application Roster	Classification	Name	Date	Social	
		Candidate Exam Review		Classification	Name	Date	Social	
		Class Spec		Classification	Date	Exam No.		
		Eligibility List		Classification	Date			
		Filers		Classification	Date			
		Reports	Item Analysis	Classification	Date			
			Stats Report	Classification	Date			
		Job Analysis		Classification	Date	Analyst		
		Job Bulletin		Classification	Date	Analyst		
		Master Plan		Classification	Date	Analyst	Department	
		Postings		Classification	Date	Analyst		
		Forms	Protest Summary Form	Classification	Name	Classification?	New?	
			Job Bulletin Review Form	Classification	Departments	Classification?	New?	
			Job Bulletin, Recruitment Strategy Form	Classification	Departments			
			Band Scoring Form	Classification	Date	Analyst		
			Rater Request Form	Classification	Date	Analyst		
			Safety Inspection Form	Division	Date			
		Timeline for Exam Process		Classification	Analyst			
		Rater Request		Classification	Agency	Analyst		
		Personnel Requisitions		Classification	Number	Department		
		Salary Schedule		Classification	Date			
		Survey Monkey Recap Summary		Classification	Analyst	Date		
		Test Materials		Classification	Analyst	Date		
		Training Materials		Classification	Department	Subject	Date	
		Department Day Files		Classification	Subject	Date	Classification	
		Employee Hearing Files		Department	File No.	Date	Department	
		Financial Records	Purchase Orders	PO No.	Vendor No.	Vendor	Index Code	Date
			Invoices	Inv. No.	Vendor	Date	Index Code	
			Direct Payments	Vendor	Date	Type	Index Code	
			Contracts	Vendor	Date	Vendor No.	Index Code	
			Maintenance Agreements	Vendor	Date	Vendor No.	Index Code	

Classified?
Classified
Unclassified

New?
New
Old

Type
Mileage
Travel

Meals
Work Expense

Payroll Certification	Name	Date		
Desk manual	Classification	Subject		

Attendees 9.20.16	Title	Email	Phone
Roy Hernandez	Project Manager	rfernandez@thirdwavecorp.com	310.914.0186
Maria Alamo	Personnel Assistant	maria.alamo@longbeach.gov	562.570.6058
Rob Pfingsthorn	Admin. Officer	robert.pfingthorn@longbeach.gov	562.570.6627
Caprice McDonald	Special Projects Officer	caprice.mcdonald@longbeach.gov	562.570.6941
Crystal Slaten	Recruitment & Selection Officer	crystal.slaten@longbeach.gov	562.570.69
Sharon Hamilton	Admin Aide	sharon.hamilton@longbeach.gov	562.570.69
Marilyn Hall	Executive Assistant	marlin.hall@longbeach.gov	562.570.69

1	Agency
2	Analyst
3	Author
4	Classification
5	Classified?
6	Date
7	Department
8	Division
9	Exam No.
10	File No.
11	Index Code
12	Inv. No.
13	Name
14	New?
15	Number
16	PO No.
17	Social
18	Subject
19	Type
20	Type of Action
21	Vendor
22	Vendor No.

Function	Document Type (Record Series)	Document Class	Keyword Searchable / Index Values			
			1	2	3	4
	Annexations					
	Insurance		Name	Address		
	Certificates of Insurance	Insurance	Name	Address	Vendor	
	Contract	Disposition & Develop. Agreements	Type	Party Name	Subject	
	Ordinances		Year	Ordinance No.	Subject	
	Resolutions		Date	Reso No.	Subject	
	Opinions		Date	Subject	Author	
	Permits		Permit No.	Date	Location	Party Name
	Leases		Contract No.	Date	Location	Party Name
	Discovery		Deponent Name	Date	Case Name	
		Deposition Transcripts	Deponent Name	Date	Case Name	
		Medical Record Request	Facility	Patient Name	Case Name	
	Claims	Liability	Claim No.	Claimant Name	Location	Date
		Workers Comp	Date of Injury	Claim No.	Claimant Name	SSN
		Photos	Date	Claim No.	Claimant Name	
		Video	Date	Claim No.	Claimant Name	
	Notices		Date			
	Pleadings	Complaints,	Court Type	Date	Case Name	
		Trial Documents	Date	Case Name		
		Motions,	Case Name	Date	Type	
	Correspondence		Date	Subject	Author	
	Medical Records	Facility	Patient Name	SSN	Claim No.	
	Tariffs	Date				
	Real Property	Leases	Date	Parties	Location	
		Licenses	Date	Parties	Location	
		Deeds	Date	Parties	Location	
		Permits	Date	Parties	Location	
		Assignments	Date	Parties	Location	
		Eminent Domain. (Condemnations)	Date	Parties	Location	
		Inverse Condemnation	Date	Parties	Location	
		RFPs	Date	Location		
		Bid Documents	Date	Location		
	Court Orders		Case Name	Date		
	Worker's Compensation	Lifetime Medical Files	Name	Date of Injury	SSN	Claim No.
		Medical Files	Name	Date of Injury	SSN	Claim No.
		Subrogation	Name	Date of Injury	SSN	Claim No.
	Financial Records Copy from FM	Direct Payments	Vendor	Date		
		Financial Reports	FY			
		Invoices	Inv. No.	Vendor		

Court Type
State
Federal

GROUP 10.4 City Auditor

Function	Document Type (Record Series)	Document Class	Keyword Searchable / Index Values				
			1	2	3	4	5
City Auditor	Audit	THUMS	Oil	TOPKO			
		Administrative Files	Audit No.	Department	Bureau	Date	Audited?
		Published Audits	Audit No.	Department	Bureau	Date	
		California Aerospace C-17 Program					
	Personnel Folder	Active Personnel	Name	Date			
		Inactive Personnel	Name	Date			
	History of OCA	Archival GUNSUL					
		Auditors	Name				
	Bonds		Name	Department	Date		
	Contracts		Name	Department	Date		
	Communications	Media Placement	Date	Audit			
		Articles	Date	Audit	Author		
		Videos	Date	Audit			
		Photos	Date	Event	Subject		
		Bios	Name				
		Graphics Design	Type				
		Community Outreach	Briefings	Event	Date		
		Speeches	Name	Event	Date		
	Digital Media	Website	Content	Stats	Date		
		Apps	Content	Stats	Date		
		Social Media	Content	Stats	Date		
	Correspondence		Date	Subject	Author		
	Fraud Hot Line		Case No.	Date	Department		
	Budget Info	Historical Budget Info	Date	Department			
		Budget Chapter	Date	Department			
		BOC	Date	Department			
	Inactive Garnishment Forms		Name	Date			
	Financial Records	Invoices					
		Purchase Orders	PO No.	Vendor No.	Vendor	Date	
		Direct Payments	Vendor	Date			
		Contracts	Vendor	Date			
		Maintenance Agreements	Vendor	Date			
	Desk Manuals		Subject	Position			
	Prelims for Construction		General Contr	Subcontractor	Date		
	Training	Profession Organization	Name	Organization	Date		
		New Employee Training	Name	Date			
		Job Specific Training	Name	Date			
		CPE Log	Name	Organization	Date		
		Conventions & Conference	Name	Organization	Date		

Audited?
Audited
Non-Audited

Type
Templates
Logo
Fact Sheet
Reports

Attendees 9.20.16	Title	Email	Phone
Roy Hernandez	Project Manager	rhernandez@hirdwavecorp.com	310.914.0186
Pam Watts	Executive Assistant	pwatts@longbeach.gov	
Meghan King	Commu Officer	mking@longbeach.gov	
Barbara Gras	Audit Analyst	bgras@longbeach.gov	

1	Audit?
2	Audit No.
3	Author
4	Briefings

Olivia Maiserr	Special Assist to City Auditor	omaiserr@longbeach.gov
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5	Bureau
6	Case No.
7	Content
8	Date
9	Department
0	Event
11	General Contr
12	Name
13	Oil
14	Organization
15	PO No.
16	Position
17	Stats
18	Subcontractor
19	Subject
20	TOPKO
21	Type
22	Vendor
23	Vendor No.

Function	Document Type (Record Series)	Document Class	Keyword Searchable / Index Values			
			1	2	3	4
			Name			
	Library Card Applications		Type			
	Financial Records	Cash Reports:	Vendor	PO No.	Voucher	Date
		A/R Form Letters	Vendor	PO No.	Voucher	Date
		Accounts Receivable Invoices	Vendor			
		Packing Slips	Vendor			
		Asset Forms	Location			
		Accounting Files	Vendor	PO No.	Voucher	Date
		Deposit Receipts	Location			
		Direct Payment	Vendor	Support Agency PO No.	Voucher	Date
		Imprest Checking	Subsidiary Fund			
		Invoices (Vendor)	Vendor	PO No.	Voucher	Date
		Journal Vouchers	Fund	Department	MOU	
		Mileage Reports	Name	Date		
		Memoranda Of Understanding (MOU) Files	Department	Date	Scope	
		Purchase Orders	PO No.	Vendor	Date	Location
		Purchasing Card Accounting Files	Name	Location		
		Reports				
		Billing & Collection System	Vendor			
		Delinquent	Vendor			
		Outstanding Invoices	Vendor	PO No.	Voucher	Date
		Payroll	Type	Date		
		Revenue				
		Returned Check File	Date			
		Budget Work Files	FY			
		CIP	Fund	FY		
		Resource Allocation	FY			
	Facilities Project File	ADA Project Files	Location	Date		
	Administration Files	Meeting Agenda	Meeting	Date		
		Meetings Notes	Meeting	Date		
	Correspondence		Date	Subject	Author	
	Facility Rental Documents	Support Services/Administration	Date	Location	Applicant	
		Main Branch/Location	Date	Location	Applicant	
		Records	Date	Location	Subject	
	Historical	Photos	Date	Location	Subject	
		Weekly Newsletter 'Check It Out'	Date	Subject		
		Newspaper Clippings,	Date	Subject		
	Grants					
	Performance Management	Library Annual Reports	Location	Date		
	Forms	Photo Release Forms	Date	Name		
	Support Agencies	Commitment Letter	FY	Agency		
	Volunteer	Application	Name	Date	Adult/Youth	
		Waiver	Name	Date	Adult/Youth	
	Personnel Files	Personnel Requisition	Name			
		HR-1	Name			
		Benefit Forms	Name			
		Retirement Forms	Name			

Type
Daily
Weekly

Scope
Landscaping
Custodial
Fleet
Technology Services

Adult/Youth
Adult/Youth
Youth

		Performance Evaluations	Name		
		I-9 Verifications	Name		
		W-4	Name		
		LiveScan	Name		
		Oath	Name		
		Online Applications	Name		
		Data Form	Name		
		Signed Policies	Name		
		Direct Deposit Form	Name		
	Recruitment Files	Civil Service Recruitment document	Classification	Date	
		Job Filer	Classification	Date	
		Eligibility List	Classification	Date	
		Interview Files	Name		
	Medical File				
	Procurement	Request for Proposals	RFP No.	Title	Date
		Proposals	RFP No.	Title	Date
		Invitation to Bid	ITB No.	Title	Date
		Request for Qualifications	RFQ No.	Title	Date
		Request for Information	RFI No.	Title	Date
		Exception to Policy	Title	Date	Vendor
		Requisitions	Requisition No.	Vendor	Date
		Insurance	Vendor	Expiration Date	
	Contracts	Permits	Support Agency		
		Grant Agreements	Support Agency		
		Professional Services	Vendor		
	Reports	City Safety Reports	Date	Location	
		Library Services Statistics Reports	Date	Type	
		Maintenance Weekly Reports	Date	Location	
		Maintenance Work Orders	Date	Location	Service Provider
		Human Resources Reports	Date	Type	
		Labor Reports	Date	Type	
		Payroll Reports	Date		
		Incident Reports	Date	Location	Person
		Accident	Date	Location	
		Monthly Reports	Date	Location	
		Payroll Time Sheets	Week Ending		
	Payroll		Date	Topic	Author
	Communications		Date	Event	Location
	Photography		Date	Event	
	Graphics	Requests	Date	Event	
	Videos		Date	Event	
	Library Plans/Maps		Location		

Person
Patron
Staff

Attendees: October 3, 2016		
Roy Hernandez	Project Manager	rhernandez@thhrdwacorp.com
Meghan Weeks	Manager of Automated Services	Meghan Weeks@longbeach.gov
Donald Rowe	Manager of Library Branch Services	Donald Rowe@longbeach.gov
Rachel Rock	Administrative Officer	Rachel Rock@longbeach.gov
Susan Jones	Manager of Main Library Services	Susan Jones@longbeach.gov

1	Adult/Youth
2	Agency
3	Applicant
4	Author
5	Date
6	Department
7	Event

8	Expiration Date
9	FY
10	Location
11	MOU
12	Name
13	PO No.
14	Scope
15	Service Provider
16	Subject
17	Support Agency
18	Person
19	Title
20	Topic
21	Type
22	Vendor
23	Voucher

Function	Document Type (Record Series)	Document Class	Keyword Searchable / Index Values				
			1	2	3	4	5
	Bail Documents	Bail Receipts	Booking No.	Name	DR No.		
		Bail Trust Reconciliation	Booking No.	Name	DR No.		
	Financial Records	Deposit Receipt	DR No.	Date			
		Direct Payment	DR No.	Date			
		Imprest Cash Audit Report	Date				
		Journal Voucher	JV No.	Date			
		Imprest Cash	JV No.	Date			
		Emergency Response Cost Recovery	DR No.	Name			
		Currency Transfer Record					
		Payments	Vendor				
		Travel Requests	Name				
		Wire Transfers	Name				
	Advisory Group	Advisory Group Members Telephones, Addresses	Advisor Name	Date			
	Forms	Apartment Watch Program Registration Form	Name	Location			
		Citizen Commendation Request Forms	Name	Location			
	Records	Field Interview Cards	Name	DOB	Location	FI No.	
		Clearance Letter Requests	Name	DOB	Date		
		Criminal History Requests	Name	DOB	CII No.		
		CCW Permits Requests	Name	DOB			
		Calls For Service	Name	Location	Call No.		
		DR's	DR. No.	Name			
		Redacted Case File	DR. No.	Name	Booking No.		
		Vehicle Reports	Lic. No.	DR. No.	VIN No.		
		Traffic Accident Reports	DR. No.	Name	Date	Location	
	Project Assignments						
			Bureau	Division	Proj Assign No		
	Arrest	Arrest Package Conversion	Package No.	Name	DOB	CII	
		Fingerprint Cards	Package No.	Name	DOB	CII	
		Booking Log	Package No.	Booking No.	Name	Date	
		Arrest Log	Booking No.	Name	Date		
		Booking Fee Reimbursements	Booking No.	Name			
		Booking Face Page	Booking No.	Name	DR. No.		
		Mug Shots	Booking No.	Name	DR. No.		
	Personnel Files	Background Packages	Booking No.	Name	DR. No.		
		Change of Assignments	Name	DID	SSN	DOB	Civil Serv File No
		Concealed Weapon Permit	Name	DID			
		Department Grievance Appeal Form	Name	DID			
		Workmen's Compensation File	Name	DID	SSN		
		Payroll Time Records	Week Ending	Division			
		Psychological Test & Interview Record	Name				
		Certificates	Name				
		Payroll Transactions	Name				
		Evaluations.	Name				
		Hiring Paper Work	Name				
	Medical	Doctor's Notes	Name				
		Medical Records	Name				

Bureau
Chief
Patrol
Investigation
Admin
Support
Fiscal

	Audio	DR No.	Name	
	Photographs	DR No.	Name	
	Lab Report	DR No.	Name	
	Crime Scene/Evidence Processing Log	DR No.	Name	
	Evidence Log Book	Date		
	Intoxilyzer Maintenance Log Book	Serial Number		
	A.B.C. Files	Location		
	Charitable Solicitation File	Organization Name		
	Confidential Informant Files	CI Number		
	Curb Painter Background check	Name	Date	
	C.I.B. (Criminal Information Bulletins)	Title	DOB	
	Message Files	Name	Date	
	Rummage Sale Permit Files	Permit Number	DOB	
	Taxi Driver Permit Files	Name	Date	
	Juvenile Petitions	DR No.	DOB	
	Towing Operations Permit Files	Name	Date	
	Asset Forfeiture	Asset ID No.	DOB	Control No.
	Vi CAP	DR No.	Name	
	Prosecutor Disposition Sheet	DR No.	Name	
Patrol	Deployment Daily Final Sheet	Name	Date	
	COPS	Name	Date	Call No.
	MET Files	Name	Date	Call No.
Jail	½ Hour Inspection	Date		
	24 – Hour Count Sheet	Date		
	24 – Hour Jail and Prisoner Inspection Sheet	Date		
	Authorization to Strip Search Prisoner	Name	Date	Booking No.
	Daily Meal Count	Date		
	Jail Shakedown – Men's Jail	Date		
	Medicine Distribution Log	Date		
	Monthly Population Report	Date		
	Jail Medical Records	Name	Date	Booking No.
Vendors	Agreements	Contract No.	Vendor	FY
	Contracts	Contract No.	Vendor	FY
	Quotes	Vendor	FY	
	POs	Vendor	PO No.	FY
	Invoices	Vendor	PO No.	FY
	Certificate of Insurance	Vendor	FY	
	W9	Vendor	Vendor No.	
	Packing Slips	Vendor	FY	
Grants	JAG Binders	Name	Date	
	Reimbursement	Name	Date	

Attendees	Title	Phone
Roy Hernandez	Project Manager	310.914.0186

1	Advisor Name
2	Asset ID No.
3	Audit Type
4	Booking No.
5	Bureau
6	Call No.

7	Case Name	
8	Case No.	
9	CI Number	
10	CII	
11	CII No.	
12	Civil Serv File No	
13	Contract No.	
14	Control No.	
15	Date	
16	DID	
17	Division	
18	DOB	
19	DR	
20	DR No.	
21	FI No.	
22	FY	
23	IA No.	
24	JV No.	
25	LBPD Index Number	
26	Lic. No.	
27	Location	
28	Name	

Function	Document Type (Record Series)	Document Class	Keyword Searchable / Index Values			
			1	2	3	4
Budget		Budget Files				
		Budget Preparation Forms	FY			
		Cost Recover Worksheets	FY			
		Performance Measures	FY			
		Station Response Data (Originals)	FY			
	Financial Records	Cash Receipts	Vendor	Date	Check No.	
		Deposit Receipts	Vendor	DR No.		
		Direct Payments	Vendor	Vendor No.		
		Imprest Cash/Petty Cash	Name	Vendor No.	Amount	
		Bank Statements	Bank Name			
		Cancelled Checks	Bank Name			
		Reimbursement Requests	Name			
		Journal Vouchers	Account	Name	Amount	
		BLS Billing:	Incident No.	Date	Address	
		Expenditure and Revenue,	FY			
		Deposits,	Name			
		Accounts Receivable Inquiry,	Name	Account No.	Address	
		Tax Forms,	W9	W4		
		Payments Received,	Check No.	Receipt No.	Vendor Name	
		Invoices,	Vendor	Inv. No.	Event Date	
		Collection Accounts,	Name	Account No.	Address	
		Ticket Survey Detail Reports,				
		BLS Program Summary,				
		Units Revolving Reports,				
		Credits Summary				
	Personnel	Fire Recruit Background Investigations	Vendor	Name	Academy Yr.	
		Candidates Not Selected	Name	Academy Yr.		
		Candidates Selected	Name	Academy Yr.		
		Recruit Academy Information	Academy Yr.	Date		
		Medical Experience Handbook				
		Recruit Rosters,	Name	Academy Yr.		
		Recruit Information,	Name	Academy Yr.		
		Firefighter Information,	Name			
		Certifications	Name			
		Resumes,	Name			
	Payroll	Employee Time Cards - Copies	Name			
		Overtime Slips - Originals	Name			
		Payroll Registers - Computer Copies	Name			
		Payroll Time Records - Computer Copies	Name			
		Accrued Hours Report	Name			
		Timesheets,	Name			
		Vacations Requests,	Name	Date		
			Date	Item No.		
		OSHA Logs	FY			
	Council Agendas, Safety Forms	Relief Sheets,				
		Scales forms,				

		AR Inquiry,	Address	Name	Account No.	
		Fee Waiver,	Address	Name	Account No.	
		Performance Certificates,	Address	Date		
	Special Events	Plans,	Date	Vendor		
		Applications,	Name	Event	Date	Vendor
		Receipts,	Receipt No.	Check No	Vendor	
		Correspondence	Date	Subject	Author	
		Invoices	Inv. No.	Vendor	Event Date	
		Logs	Name	Year	Event	
		Permits	Date	Event	Vendor	
	Manuals	Persons Under Age 19				
		Statement of Economic Interest				
		Subpoenas				
		Program Binders,				
		Quality Management,				
		Continuing Education,				
		Standing Field Protocols				
		Ambulance Operator Program				
		FR203	Date	Address	Station	
	CUPA	Business Emergency Plan				
		Correspondence,				
		Inspection Report,				
		Work Order,				
		Testing Reports-				
		Forms				
		UST Monitoring Site Plan				
		Emergency Plan Action Sheet				
		Accounts Summary Inquiry				
		Billing Summary				
		State Website CERS				
		Emergency Response Contingency Plan,				
	Administration Files	Vacation request	Name	Date		
		Complaints	Date	Address		
		TSR	Name	Bureau		
			Date	Name	Address	
	PRA Requests	Pilot Studies,				
	Studies	Field Studies				
		Training Procedures				
		EPCR				
		Personal Protective Equipment	Name	Date	Station	
	Training	EMS Update Training Program				
		American Heart Trainers				
		CPR				
		Guidelines,				
		Course Outlines,				
		Worksheets				
		Control Audits (2011-2013);	FY			
	Audits	Drug Inventory				
	Medical	Records Sheet				
		Requests				
		EMS Follow ups,				

GROUP 2.1.5 PARKS & RECS

Function	Document Type (Record Series)	Document Class	Keyword Searchable / Index Values			
			1	2	3	4
	Financial Records	Annual Financial Reports	FY	Date	Doc. No.	
		Accounts Receivable Form Letters	Vendor			
		Journal Voucher	JV No.	FY	Date	JV Name
		Asset Forms	Asset No.	Location	Asset Item	
		Deposit Receipts	DR No.			
		Direct Payment				
		Imprest Cancelled Checks				
		Imprest Check Registers				
		Invoice (Vendor)	Inv. No.	Vendor		
		Purchase Orders	PO No.	Vendor		
		Requisition Files	Req. No.			
		Returned Check File	Name	Number		
Administration		Policies & Procedures	Title			
		Manuals	Title			
Legal		Subpoenas	No.	Name		
		Lawsuits	Case Name			
			PRA No.	Name		
Public Records Requests			Date	Subject	Author	
Correspondence			Title	Subject	Date	
Reports			Date	Name	Title	
Meetings		Billing & Collection Report	Types	Date	Title	
		Revenue	Date	Title		
		Minutes	Date	Title		
		Agendas	Date	Title		
		Sign-in Sheets	Date	Title		
Procurement		Request for Proposals	RFP No.	Title	Date	
		Proposals	RFP No.	Title	Date	
		Invitation to Bid	ITB No.	Title	Date	
		Request for Qualifications	RFQ No.	Title	Date	
		Request for Information	RFI No.	Title	Date	
		Exception to Policy	Title	Date	Vendor	
		Requisitions	Requisition No.	Vendor	Date	
		Procurement Contract	Name	Contract No.	Date	
Projects		Plans	Project Name	Date		
		Specifications	Project Name	Date		
		Budget	Project Name	Date		
		Schedule	Project Name	Date		
		Submittals	Project Name	Date		
		Permits	Project Name	Date		
		Request for Information	Project Name	Date		
Contracts		Concessions	Project Name	Date		
		Permits				
		Leases				
		Professional Services				
Budget		Budget Adjustments				
		Budget Narratives				
Cemetery		Cemetery Deeds				
		Cemetery Logs				
		Cemetery Plot Records				

Types

Executive Staff

Parks & Rec Commission

Project

Parks & Rec Commission Sub Com.

	Community Information	Printing Graphics				
	Photos	Projects Activities Maintenance Historical				
	Grants					
		Applications Agreements Amendments				
		Reports	Type			
		Closure Documents				
		Procedural Guides				
		Correspondence				
		Policies & Procedures				
		Accounts Receivable Invoices (slips)				
	Marine	Boat check reports				
		Guest Mooring Invoice				
		Guest Reservation Cards				
		Head Key Receipts				
		Impound Records				
		Launch Ramp/Pay Beach				
		Permit updates				
		Permits (Boat Slip)				
		Returned Check File				
		Special Events Permits				
		Mileage Reports				
		Parks & Recreation Commission Minutes				
		Payroll/Personnel Confidential Files				
		Employee File Termination				
		Grievance Files (Confidential)				
	Special Events	HR-1				
	Personnel Files	Benefit Forms	Name			
		Retirement Forms	Name			
		Performance Evaluations	Name			
		I-9 Verifications	Name			
		W-4	Name			
		LiveScan	Name			
		Oath	Name			
		Online Applications	Name			
		Data Form	Name			
		Signed Policies	Name			
		Direct Deposit Form	Name			
			Name			
		Management Recruitment				
	Recruitment					
		Payroll Time Sheets				
	Payroll					

Type
Progress
Summary
Audit

GROUP 20 HEALTH & HUMAN SERVICES			Keyword Searchable / Index Values			
Function	Document Type (Record Series)	Document Class	1	2	3	4
Housing Authority	Activity Reports					
	Reports					
	Application Records	Case Files	Type	Program		
		Waiting List Closure	Name	SS	Address	
		Waiting List Purge Records	Name	SS	Address	
		Application for Deposit Payment	Name	SS	Address	Year
	Participant Records	Tenant Data Summary Sheets	Name	SS		
		Identification Verification Docs	Name	SS	Address	
		Case Files	Name	SS	Address	
	Financial Records	Budget Files (Bureau Files)	Program	Year	Index Code	
		Travel & Expense Records	Name	Index Code		
		Checks	Name			
		Accounts Receivable Invoices (slips)	Vendor			
		Annual Financial Reports	FY	Date	Doc. No.	
		Accounts Receivable Form Letters	Vendor			
		Journal Voucher	JV No.	FY	Date	JV Name
		Asset Forms	Asset No.	Location	Asset Item	
		Deposit Receipts	DR No.			
		Direct Payment	DP No.			
		Imprest Banking Reconciliation				
		Imprest Cancelled Checks				
		Imprest Check Registers				
		Invoice	Inv. No.	Vendor		
		Purchase Orders	PO No.	Vendor	Index Code	
		Requisition	Req. No.	Type		
		Returned Check	Name	Check No.		
		Receipts	Receipt No.			
		Banking Reconciliation	No.	Date		
		Cancelled Checks	Name	Check No.	Date	Vendor
		Check Registers	No.	Date		
		Budget Files	FY			
		W9	SS	Name		
		Schedule B	SS	Name		
		Vendor Add Form	Vendor			
	Correspondence		Date	Subject	Author	
	Agency Plans	Equal Opportunity Housing Plan (EOHP)	Agency	Type		

		Program Rules, Regulations & Procedures	Program	Type		
Inventory		Equipment & Property Inventories	Type			
Housing Commission		Agendas	Date	Subject		
		Minutes	Date	Subject		
		Resolutions	Date	Subject		
		Boards & Commission Members Records	Date	Subject		
		Management Reviews	Year	Type		
HUD Programs		Program Financial Audits	Year	Type		
		Program Administrative Records	Year	Type		
		Rules, Regulations & Guidelines	Program	Type		
Procurement		Request for Proposals	RFP No.	Title	Date	
		Proposals	RFP No.	Title	Date	Vendor
		Invitation to Bid	ITB No.	Title	Date	
		Bid	ITB No.	Title	Date	Vendor
		Request for Qualifications	RFQ No.	Title	Date	Vendor
		Request for Information	RFI No.	Title	Date	
		Exception to Policy	Title	Date	Vendor	Department
		Requisitions	Requisition No.	Vendor	Date	
		Insurance	Vendor	Expiration Date	Type	
		Quotes	Vendor	Type		
Contracts		Permits	Special Event	FY	Permittee	Permit No.
		Equipment Contracts	Vendor	Type		
		Insurance Certificates	Vendor	Date		
		Community Organization Contracts	Org Name	Type	Program	
		MOUs	Org Name	Department	Program	
		Employment Contracts	Vendor			
		Contract Tracking	Department	Organization	Date	
		Software Contracts	Vendor			
		APR's				
Legal		Legal Opinions				
		Litigation Files				
Manuals		Policies				
		Procedures				
		Bulletins				
Grants		Special Programs				
		Vouchers				
		Requirements Specifications				
		Grant Award,				
		Grant Applications				
		Technical Submission,				

Special Event

Type
Leases
Service Agreements
Warranty

		APR's,				
		Homeless Management Census				
		Grant Agreements,				
	Personnel Files	Benefit Forms	Name			
		Retirement Forms	Name			
		Performance Evaluations	Name			
		I-9 Verifications	Name			
		W-4	Name			
		LiveScan	Name			
		Oath	Name			
		Online Applications	Name			
		Data Form	Name			
		Signed Policies	Name			
		Direct Deposit Form	Name			
		Management Recruitment				
		Personnel, Time Cards				
		Personnel Medical Files;				
		Personnel Requisitions				
		Personnel Training				
		Employee File Termination				
		Grievance Files (Confidential)				

Attendees: October 3, 2016	
Roy Hernandez	Project Manager
Datton Witt	BSS
Marley Phon-Riggins	Housing Aide
Kiesha Nathaniel	Special Projects Officer
Michelle Melduch	H&HS Administrator
Rene Miyasato	Contract & Grant Specialist
Terry Nuntametha	Contracts & Grants Assistant
Ka Xing	Contracts & Grants Specialist

Continued from Page	
1	Address
2	Agency
3	Asset Item
4	Asset No.
5	Author
6	Check No.
7	Date
8	Department
9	Doc. No.
10	DP No.
11	Expiration Date
12	FY
13	Index Code
14	Inv. No.
15	ITB No.
16	JV Name

17	JV No.
18	Location
19	Name
20	No.
21	Org Name
22	Organization
23	Permit No.
24	Permitee
25	PO No.
26	Program
27	Receipt No.
28	Requisition No.
29	RFI No.
30	RFP No.
31	RFQ No.
32	Special Event
33	SS
34	Subject
35	Title
36	Type
37	Type
38	Vendor
39	Year

GROUP 207 EMERGENCY COMMUNICATIONS AND OPERATIONS CENTER						
Function	Document Type (Record Series)	Document Class	Keyword Searchable / Index Values			
			1	2	3	4
	Agreements		Vendor	Service/Product	Date	
	Emergency Plans	Emergency Plan Annexes	Title			
		EOP	Title			
		Natural Hazard Migration Plan	Title			
	Grants	Audit Reports	Grant Title	Grant Year		
		Grant Program Guidelines,	Grant Title	Grant Year		
		Modification Request Forms,	Grant Title	Grant Year		
		Reimbursement Requests,	Grant Title	Grant Year		
	Financial Records	Budgets,	FY			
		JV's	JV No.			
		Invoices	Inv. No.	Vendor		
		Purchase Orders	PO No.	Vendor No.	Vendor	Date
		Direct Payments	Vendor	Date		
		Maintenance Agreements	Vendor	Date		
		Requisition	Req. No.			
		Asset Data	Item No.	Description	Location	
		Travel Expenses	Name			
	Training & Outreach	Training Materials	Subject			
		Brochures	Subject			
			Subject	Date	Author	
	Correspondence		Event Title	Date		
	EOC Documentation	ICS Forms	Event Title	Date		
		After Action Reports	Event Title	Date		
	Procurement	Advertisement	Title			
		Notice of Award	Title			
		Contract Bids	Title			
		Request for Bids	Title			
		Request for Qualifications	Title			
		Addendums	Title			
		Proposals	Title			
		Rating Sheets	Title			
		Tabulation of Bids	Title			
		Council Letters	Title	Date		
		Amendments	Title	Date	Subject	Author
		Correspondence	Title	Date	Subject	Author
	Personnel Files	HR-1	Name	Type		
		Benefit Forms	Name			
		Retirement Forms	Name			

		Performance Evaluations	Name	Year	
		I-9 Verifications	Name		
		W-4	Name		
		LiveScan	Name		
		Oath	Name		
		Online Applications	Name	Classification	
		Signed Policies	Name		
		Direct Deposit Form	Name		
		Employee Verification Forms	Name		
		Back Ground Checks	Name		
		Time Cards	Name	Week Ending Date	
		Training Certificates	Name	Type	
		Worker's Comp	Name		
		FMLA	Name		
	Council Letters	Resolutions	Title	Year	
		Council Request	Title	Year	
	Safety	Monthly Safety Inspection	Date		
		Ergonomic Evaluation	Name		

Attendees: October 3, 2016

Roy Hernandez	Project Manager	hernandez@thirdwavecorp.com
Allie Bright	Analyst	Allie Bright@longbeach.gov
Jami Kerr-Jenkins	Personnel Payroll Assistant	Jami Kerr-Jenkins@longbeach.gov
Leslie Untener	Admin Manager	Leslie Untener@longbeach.gov
Edis Rodriguez	Secretary	Edis Rodriguez@longbeach.gov

1	Author
2	Classification
3	Date
4	Description
5	Event Title
6	FY
7	Grant Title
8	Grant Year
9	Inv. No.
10	JV No.
11	Location
12	Name
13	PO No.
14	Req. No.
15	Subject
16	Title
17	Vendor
18	Vendor No.
19	Week End. Date
20	Year

ATTACHMENT H

Discontinued Customers in Previous Five (5) Years

Bidder: MetaSource, LLC.

Customer	Address	Reason	Name/Title of Contact	Telephone
LADWP_Retirement Plan	111 N. Hope Street Los Angeles, CA 90012	End of Project	Veronica Mendez	310-714-1486
County of Napa	1195 Third Street, Suite 210 Napa, CA 94559	End of Project	Barb Ruffino	(707) 299-1330
State of Oregon Judicial Department	100 South Oakdale Medford, OR 97501	End of Project	Bob Kleker	541/776-7171 ext. 123
City of Carlsbad, CA	1635 Faraday Ave.	End of Project	Michael Peterson	760-602-2721
County of Sonoma Superior Court	600 Administration Drive Santa Rosa, CA 95403	End of Project	Ryan Burkhardt	707-521-6662
County of LA Public works	900 South Fremont Ave. Alhambra, CA 91803	End of Project	Randall Davis	(626) 458-7981



City of Long Beach

Department of Financial Management
Purchasing Division
333 W Ocean Blvd. 7th floor, Long Beach, California 90802
p 562.570.6200

January 3, 2019

ADDENDUM NO. 1: Q & A

ITB No. TI 19-024
Citywide Backfile Scanning Services

This addendum changes and supersedes the language in the original ITB. Please acknowledge receipt of this addendum by signing and submitting with your proposals. Any proposer who fails to submit this addendum may be disqualified.

Questions and answers as follows:

1. General Questions:

Topic 1: The Bid states the following:

CORPORATION

- a. Two (2) officers of the corporation must sign.
- b. Each signature must be notarized if the corporation is located outside of the state of California.

OR

- a. The signature of one officer or the signature of person other than an officer is acceptable if the Bid is accompanied certified corporate resolution granting authority to said person to execute contracts on behalf of the corporation.
- b. Signature(s) must be notarized if the corporation is located outside of the state of California.

Q: If only electronic bids are to be submitted, would an electronic version of the notary be acceptable? We are located in Anaheim CA, but the corporation is based out of State, does the above requirement apply?

A: The notary is required if your business is incorporated out of state. In addition to the electronic submission, bidders shall submit the following original document(s) with wet signature(s) in a sealed envelope to the address shown below:

- 1. Original signed bid cover page
- 2. A notarized California All-Purpose Acknowledgement Form (for all companies located outside the State of California)

City of Long Beach
C/O City Clerk
Attn: Sokunthea Kol (Soey)
333 West Ocean Boulevard, Plaza Level
Long Beach, CA 90802

Documents shall be clearly labeled in a sealed envelope or box as follows:

ITB TI 19-024 CITYWIDE BACKFILE SCANNING SERVICES

Electronic Bids and required hard copy forms must be received by 11:00 AM Pacific Standard Time, on January 15, 2019.

2. Q: Scope of work question: SOW states, "The City will be responsible for preparing/boxing and inventory list for boxed documents for pickup by the Contractor." Can the City provide the box inventory of manifest in excel or other electronic versions to the vendor?

A: Yes.

3. Q: SOW states, "For bid purposes, Contractors will assume no more than three (3) index values/metadata per document." Can the City provide samples of the three (3) index values for the purposes of knowing how many possible characters may need to be captured? Also can the City department provide a data dump of the required metadata?

A: Anticipate between 2 and 90 characters.

4. Q: If awarded, is there a requirement for the Contractor to file a Surety Bond with the City?

A: No.

5. Q: Does the shredding vendor need to be bonded?

A: Yes.

6. Q: Section A, number 7 of the Scope of Work/Services says, "Contractor representative (personnel) must be bonded, insured, have a valid California driver's license, and be uniformed and/or carry pictured company identification." Is the requirement that all contractor personnel be bonded?

A: Yes, all contractor personnel shall be bonded.

7. Q: Section B, number 8 of the Scope of Work/Services states "Contractor shall perform a consistency check on 20% of the processed images." Later, in Section B, Number 15, it states "The contractor will perform a 100% frame by frame inspection and rescan any documents where". Is the requirement to perform QC review on 20% of the images or 100% of the images?

A: 100%

8. Q: Do you have an estimate on the number of 16mm microfilm rolls?

A: No only an approximate number of images, 500 thousand.

9. Q: Do you have an estimate on the number of 35mm microfilm rolls?

A: No.

10. Q: Is the microfilm blipped or will documents need to be separated manually?

A: Anticipate they will need to be separated.

11. Q: Do you have an estimate on the number of 16mm microfiche cards?

A: No.

12. Q: Do you have an estimate on the number of 35mm microfiche cards?

A: No.

13. Q: What is the average number of images per fiche card?

A: This information is not available.

14. Q: Can you provide more detail on the four pricing categories and the volume tiers listed? Are those monthly volumes? Annual numbers? If annual, how do we know what tier to bill at each month?

A: The volume and frequency varies per the needs of each department. Departments have the ability to change volume and frequency throughout the Contract. Some departments will need regular weekly scanning scheduled, while others may schedule as needed.

15. Q: For each category and each tier, is the volume listed the combined volume for the City or the volume for that particular department having scanning done?

A: That department.

16. Q: Category 3 and 4 of the pricing matrix both list Microfiche. Is one supposed to say Microfilm?

A: Yes.

17. Q: What percent of the large format paper documents will require scanning in color?

A: Anticipate 20%.

18. Q: What percentage of the volumes will require OCR?

A: Anticipate 20%.

19. Q: Is the City requesting the services to be performed onsite or offsite?

A: Offsite.

20.Q: If offsite, can the scanning be performed outside the State of California?

A: Yes.

21.Q: Will there be a requirement to scan microfilm? If so, please describe roll type (original, diazo, etc.), roll length, reduction ratio, and total estimated rolls.

A: Yes, unknown on type, length, ratio, and total estimated rolls.

22.Q: Will there be a requirement to scan microfiche? If so, please describe fiche type (jacket, COM original, diazo, etc., reduction ratio, and total estimated fiche with estimated images per fiche.

A: Yes, unknown on type, length, ratio, and total estimated rolls.

23.Q: From Page 14 - To be considered qualified, a Bidder must provide information to demonstrate, to the satisfaction of the City, as a minimum, that:

A. The Bidder has or is able to obtain adequate financial resources to meet its contractual obligations and has or is able to obtain the ability to maintain such resources for the initial term of the Contract plus all additional terms.

B. The Bidder has or is able to obtain adequate equipment, tools and supplies to perform the services as required in the Contract Documents or the financial resources to obtain such equipment, tools, and supplies.

C. The Bidder has adequate technical and managerial experience to perform the services as demonstrated by successful performance for projects of a similar size and type.

Is this information due with the bid or upon award?

A: This information must be submitted with the bid.

24.Q: What specific documentation is required to demonstrate A, B, and C?

A: Refer to page 19, Section 14 REFERENCES AND QUALIFICATION REQUIREMENTS of the ITB.

25.Q: **From Page 24 - SCOPE OF WORK/SERVICES:** A. General: 1. *Services shall be provided between the hours of 8:00 a.m. and 4:00 p.m. (PST), Monday through Friday. Departments may grant, on an individual basis, permission to perform services at other hours.*

Please clarify this statement? We are interpreting it to mean that we need to have staff available to City staff during those hours and not that they're limiting our hours of operation.

A: If work is to be done at City Hall, those are the working hours.

26. Q: From Page 27 – E. Record Accessibility *The City will require designated City Staff to have access to original City documents supplied to the Contractor for Scanning and/or Media Conversion services in the event a document is needed. The Contractor will provide the ability to locate and return to the City any original document that is in the possession of the Contractor within two (2) business days from the time of request by an authorized department contact. After the City has fulfilled its need the Contractor shall also pick up these documents and return with them to the Contractor site to either complete the scanning or conversion process, whichever applies.*

Will the city consider a 'scan on demand' process in which they would receive a digitized image rather than the physical document?

A: That could work in most circumstances, depending on the requirements of the department.

27. Q: What is the volume of document pulls the City expects to request on a weekly or monthly basis?

A: We are looking to the vendor to provide their availability. This would also be varied by department.

28. Q: From Page 28 - G. Document & Record Assumptions:

G. 1. *Documents denote documents/records that are 8.5"x11" up to 11"x17", with the majority being the smaller size. (i.e., 95%). It is estimated that the quantity of documents to be scanned is about 10-20 million pages. These volumes should be used for estimating purposes and actual quantities may be more or less.*

What is the age and general condition of the documents?

A: This varies from department.

29. Q: G. 2. *Engineering Drawings denote documents/records that are greater than 11"x17" in size, including C, D, and E size drawing and maps. It is estimated that the quantity of documents to be scanned is about 1-5 million pages. These volumes should be used for estimating purposes and actual quantities may be more or less.*

What is the percentage of C, D, and E size documents relative to the total volume of oversize drawings and maps?

A: This information is not available.

30. Q: **G. 3.** *For bid purposes, Contractors will assume no more than three (3) index values/metadata per document.*

Can the city give an example(s) of a document index or the number of characters per index value?

A: Document index examples: Date, Title, Address Name, Address Number.

31. Q: **G. 3.** *For bid purposes, Contractors will assume no more than three (3) index values/metadata per document.*

Where is the information to be indexed located on the documents?

A: This varies by document type and very well could be on the jacket or box.

PREPARED BY: Sokunthea Kol, Buyer II

ACKNOWLEDGED BY: MetaSource, LLC
Company Name

Adam Osthed

Print Name

Signature

President & CEO

Title

1/10/2019

Date

Financial Statements



Summary of MetaSource Financials - 2017

Background

In November 2013, a majority interest in MetaSource was acquired by LaSalle Capital Group (LaSalle), a private equity group out of Chicago. This was a "platform business" acquisition for LaSalle and is backed by a \$350 million fund. LaSalle and MetaSource management's goal is to continue to grow the business and expand its product and service offerings through both organic growth and acquisitions. Below are a few explanatory items as it relates to the 2017 financials.

Consolidated Statements of Income

For the calendar years ended 12/31/16 and 12/31/17 Net income (loss) was reported at (\$3,437,950) and (\$2,670,213) respectively. This loss position relates to goodwill and intangible amortization expense, mergers & acquisition related expenses, and long-term debt interest charges. Below is a breakdown of the 2016 and 2017 earnings metrics:

	2016	2017
Net income (loss)	(3,437,950)	(2,670,213)
Amortization expense - Goodwill & Intangibles	3,620,553	4,125,013
M&A related expense	1,051,150	1,177,902
Fair value adjustments - M&A related	1,410,138	(65,058)
Earnings before Amortization and M&A expense	2,643,891	2,567,644
Interest Expense	2,328,530	2,808,214
Depreciation Expense	1,428,182	1,404,931
Adj EBITDA	6,400,603	6,780,789

Consolidated Balance Sheet

Goodwill, Intangible Assets, and Deferred Financing Fees

As of 12/31/17 MetaSource had a total combined net balance of Goodwill and Intangible Assets of \$29,923,513. These balances came from MetaSource being acquired by LaSalle in 2013 and from ongoing strategic acquisitions. Amortization expense on the P&L is generated from these balances.

Long-Term Debt

As of 12/31/17 MetaSource had total long-term debt of \$26,031,490. This debt was incurred as part of the sale to LaSalle capital in 2013 and for ongoing strategic acquisitions. As of 12/31/17 MetaSource was in compliance with all debt covenant and obligations to its lenders.

Consolidation Statements of Cash Flows

For the calendar years ending 12/31/16 and 12/31/17 net cash provided by operating activities was \$1,987,170 and \$544,986 respectively.

MetaSource Holdings, LLC and Subsidiary

Consolidated Balance Sheet

	As of December 31, 2017
Current Assets	
Cash	\$ 745,112
Trade receivables, net	13,030,268
Prepaid expenses and other current assets	6,948,481
Total current assets	20,723,861
Property and Equipment, net	4,016,255
Goodwill, net	17,347,397
Intangible Assets, net	12,576,116
Deposits	83,735
Deferred Financing Fees, net	292,541
	\$ 55,039,905
Liabilities and Members' Equity	
Current Liabilities	
Current maturities of long-term debt	4,990,638
Accounts payable	5,708,069
Accrued expenses and other current liabilities	3,229,695
Deferred revenue	8,221,879
Due to seller	800,000
Total current liabilities	22,950,281
Long-Term Debt, net of current portion	26,031,490
Due to Seller	-
	48,981,771
Members' Equity	
Common Units	6,058,134
Class A Units	-
	6,058,134
	\$ 55,039,905

MetaSource Holdings, LLC and Subsidiary

Consolidated Statement of Income

	Year Ended December 31, 2017
Net revenue	\$ 61,577,302
Cost of revenue	<u>34,470,211</u>
Gross profit	27,107,091
Operating expenses	20,208,432
Depreciation expense	1,404,931
Amortization expense	4,125,013
Transaction and restructuring expense	688,699
Management fees	<u>489,203</u>
Income (loss) from operations	190,813
Other income (expense), net	
Interest expense	(2,808,214)
Fair value adjustment on contingent consideration	65,058
Foreign exchange gain (loss)	<u>(2,898)</u>
Loss before income tax benefit	(2,555,241)
Income tax benefit	114,972
Net income (loss)	<u><u>\$ (2,670,213)</u></u>
Earnings before Interest, Taxes, Depreciation and Amortization (EBITDA), M&A Expense, and Investor Management Expense:	<u><u>\$ 6,780,789</u></u>

MetaSource Holdings, LLC and Subsidiary

Consolidated Statement of Cash Flows

	Year Ended December 31, 2017
Cash Flows From Operating Activities	
Net income (loss)	(2,670,213)
Adjustments to reconcile net income (loss) to net cash provided by (used in) operating activities:	
Depreciation and amortization of property and equipment	1,404,931
Amortization of goodwill	2,356,321
Amortization of intangible assets	1,768,692
Amortization of deferred financing fees	240,361
Loss on disposal of property and equipment	(13,018)
Deferred income taxes	96,374
Unit-based compensation	162,975
Paid-in-kind interest on long-term debt	176,424
Fair value adjustment on contingent consideration payable	(65,058)
Changes in operating assets and liabilities, net of effects of business acquisition:	
Trade receivables	(3,051,672)
Prepaid expenses and other current assets	(504,900)
Deposits	10,125
Accounts payable	(175,875)
Accrued expenses and other current liabilities	46,005
Deferred revenue	763,514
Net cash provided by (used in) operating activities	<u>544,986</u>
Cash Flows From Investing Activities	
Business acquisition, net of cash acquired	(5,073,640)
Purchase of property and equipment	(1,672,759)
Net cash used in investing activities	<u>(6,746,399)</u>
Cash Flows From Financing Activities	
Borrowings on long-term debt	8,000,000
Payments on long-term debt	(600,000)
Payments for deferred financing fees	(141,700)
Payments on contingent consideration payable	(1,425,050)
Member contributions	-
Member distributions	(11,368)
Net cash provided by (used in) financing activities	<u>5,821,882</u>
Net increase in cash	(379,531)
Cash, Beginning	1,124,643
Cash, Ending	745,112

MetaSource Holdings, LLC and Subsidiary

Consolidated Financial Report
December 31, 2017

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RSM US LLP

Independent Auditor's Report

To the Board of Members
MetaSource Holdings, LLC and Subsidiary

Report on the Financial Statements

We have audited the accompanying consolidated financial statements of MetaSource Holdings, LLC and its subsidiary (the Company), which comprise the consolidated balance sheets as of December 31, 2017 and 2016, the related consolidated statements of operations, members' equity and cash flows for the years then ended and the related notes to the consolidated financial statements (collectively, the financial statements).

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

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Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of MetaSource Holdings, LLC and its subsidiary as of December 31, 2017 and 2016, and the results of their operations and their cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

RSM VS LLP

Blue Bell, Pennsylvania
April 27, 2018

MetaSource Holdings, LLC and Subsidiary

Consolidated Balance Sheets
December 31, 2017 and 2016

	2017	2016
Assets		
Current assets:		
Cash	\$ 745,112	\$ 1,124,643
Trade receivables, net	13,030,268	8,779,522
Prepaid expenses and other current assets	6,948,481	5,945,711
Total current assets	20,723,861	15,849,876
Property and equipment, net	4,016,255	3,658,538
Goodwill, net	17,347,397	14,403,956
Intangible assets, net	12,576,116	13,714,808
Deposits	83,735	87,672
Deferred income taxes	292,541	670,264
	\$ 55,039,905	\$ 48,385,114
Liabilities and Members' Equity		
Current liabilities:		
Current maturities of long-term debt, net	\$ 4,990,638	\$ 591,600
Accounts payable	5,708,069	5,586,859
Accrued expenses and other current liabilities	3,229,695	2,571,746
Deferred revenue	8,221,879	6,112,618
Due to seller	800,000	1,760,090
Total current liabilities	22,950,281	16,622,913
Long-term debt, net	26,031,490	22,755,443
Due to seller	-	737,528
	48,981,771	40,115,884
Commitments and contingencies (Note 11)		
Members' equity:		
Common units	6,058,134	8,269,230
Class A units	-	-
Class B units	-	-
Total members' equity	6,058,134	8,269,230
	\$ 55,039,905	\$ 48,385,114

See notes to consolidated financial statements.

MetaSource Holdings, LLC and Subsidiary

Consolidated Statements of Operations
Years Ended December 31, 2017 and 2016

	2017	2016
Net revenue	\$ 61,577,302	\$ 48,941,402
Cost of revenue	34,470,211	27,226,544
Gross profit	27,107,091	21,714,858
Operating expenses	21,613,363	16,893,098
Amortization expense	4,125,013	3,620,553
Transaction expenses (Note 2)	688,699	626,089
Management fees (Note 10)	489,203	425,061
Income from operations	190,813	150,057
Other expenses, net:		
Interest expense	(2,808,214)	(2,328,530)
Fair value adjustment on contingent consideration payable (Note 2)	65,058	(1,410,138)
Foreign exchange loss	(2,898)	(180)
Loss before income tax benefit	(2,555,241)	(3,588,791)
Income tax expense (benefit)	114,972	(150,841)
Net loss	\$ (2,670,213)	\$ (3,437,950)

See notes to consolidated financial statements.

MetaSource Holdings, LLC and Subsidiary

**Consolidated Statements of Members' Equity
Years Ended December 31, 2017 and 2016**

	Common Units		Class A Units		Class B Units		Total
	Units	Amount	Units	Amount	Units	Amount	
Balance, January 1, 2016	2,113,737	\$ 9,264,298	-	\$ -	402,617	-	\$ 9,264,298
Capital contribution	164,958	2,309,412	-	-	-	-	2,309,412
Class B incentive units	-	-	-	-	-	-	-
compensation expense	-	162,975	-	-	-	-	162,975
Member distributions	-	(29,505)	-	-	-	-	(29,505)
Net loss	-	(3,437,950)	-	-	-	-	(3,437,950)
Balance, December 31, 2016	2,278,695	8,269,230	-	-	402,617	-	8,269,230
Issuance of units in relation to							
contingent consideration	15,375	307,510	-	-	-	-	307,510
Class B incentive units	-	-	-	-	-	-	-
compensation expense	-	162,975	-	-	-	-	162,975
Member distributions	-	(11,368)	-	-	-	-	(11,368)
Net loss	-	(2,670,213)	-	-	-	-	(2,670,213)
Balance, December 31, 2017	2,294,070	\$ 6,058,134	-	\$ -	402,617	\$ -	\$ 6,058,134

See notes to consolidated financial statements.

MetaSource Holdings, LLC and Subsidiary

Consolidated Statements of Cash Flows
Years Ended December 31, 2017 and 2016

	2017	2016
Cash flows from operating activities:		
Net loss	\$ (2,670,213)	\$ (3,437,950)
Adjustments to reconcile net loss to net cash provided by operating activities:		
Depreciation and amortization of property and equipment	1,404,931	1,428,182
Amortization of goodwill	2,356,321	1,939,170
Amortization of intangible assets	1,768,692	1,681,383
Amortization of deferred financing fees	240,361	160,660
(Gain) loss on disposal of property and equipment	(13,018)	17,216
Deferred income taxes	96,374	(150,841)
Unit-based compensation	162,975	162,975
Paid-in-kind interest on long-term debt	176,424	190,440
Fair value adjustment on contingent consideration payable	(65,058)	1,410,138
Changes in operating assets and liabilities, net of effects of business acquisition:		
Trade receivables	(3,051,672)	(2,777,577)
Prepaid expense and other current assets	(504,900)	(1,050,973)
Deposits	10,125	(34,897)
Accounts payable	(175,875)	1,768,915
Accrued expenses and other current liabilities	46,005	220,236
Deferred revenue	763,514	460,093
Net cash provided by operating activities	544,986	1,987,170
Cash flows from investing activities:		
Acquisition of Titan	-	(3,916,569)
Acquisition of Orion, less cash acquired	(2,251,728)	-
Acquisition of DataImage, less cash acquired	(2,821,912)	-
Purchases of property and equipment	(1,672,759)	(2,401,319)
Net cash used in investing activities	(6,746,399)	(6,317,888)
Cash flows from financing activities:		
Borrowings on long-term debt	8,000,000	2,500,000
Payments on long-term debt	(600,000)	(600,000)
Payments for deferred financing fees	(141,700)	(85,000)
Payments on contingent consideration payable	(1,425,050)	-
Member contributions	-	2,309,412
Member distributions	(11,368)	(29,505)
Net cash provided by financing activities	5,821,882	4,094,907
Net decrease in cash	(379,531)	(235,811)
Cash:		
Beginning	1,124,643	1,360,454
Ending	\$ 745,112	\$ 1,124,643

(Continued)

MetaSource Holdings, LLC and Subsidiary

Consolidated Statements of Cash Flows (Continued)
Years Ended December 31, 2017 and 2016

	2017	2016
Supplemental disclosure of cash flow information:		
Cash paid during the year for:		
Interest	\$ 2,567,253	\$ 2,165,768
Income taxes	\$ -	\$ -
Supplemental disclosure of non-cash operating, investing and financing activities:		
Issuance of units in relation to contingent consideration	\$ 307,510	\$ -
Acquisition of businesses (Note 2):		
Total identifiable net assets acquired (less cash)	\$ (126,122)	\$ 1,404,038
Goodwill	5,299,762	2,998,219
	5,173,640	4,402,257
Less contingent consideration payable	100,000	485,688
Cash paid for businesses at closing	\$ 5,073,640	\$ 3,916,569

See notes to consolidated financial statements.

MetaSource Holdings, LLC and Subsidiary

Notes to Consolidated Financial Statements

Note 1. Nature of Business and Summary of Significant Accounting Policies

Nature of business: MetaSource Holdings, LLC and its subsidiary, MetaSource, LLC (the Company) is a leading provider of business process outsourcing services, content management solutions, and compliance and risk management services.

A summary of the Company's significant accounting policies follows:

Principles of consolidation: The accompanying consolidated financial statements include the accounts of MetaSource Holdings, LLC and its wholly owned subsidiary, MetaSource, LLC. All significant intercompany transactions and accounts have been eliminated in consolidation.

In March 2016, MetaSource LLC formed TLC Merger Sub, Inc. (TLC), which merged with Titan Lenders Corp (Titan). As the surviving entity, Titan assumed all rights and obligations of TLC and is a wholly owned subsidiary of MetaSource LLC. See Note 2 for further details on the transaction.

In February 2017, Titan entered into a Stock Purchase Agreement to purchase all the shares of Orion Financial Group, Inc. (Orion). Orion is a wholly owned subsidiary of Titan. See Note 2 for further details on the transaction.

In May 2017, Titan entered into a Stock Purchase Agreement to purchase all the shares of DataImage, Inc. (DataImage). DataImage is a wholly owned subsidiary of Titan. See Note 2 for further details on the transaction.

Revenue recognition: Revenues are primarily derived from providing business process outsourcing, imaging, reprographic, and online review services, software and hardware system and maintenance sales, and providing mortgage compliance audits and related consulting services. The Company recognizes revenue when services have been performed or products have been shipped or delivered electronically. Revenue for maintenance sales is recorded as deferred revenue and recognized over the contract period.

Use of estimates: The preparation of consolidated financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Trade receivables: Trade receivables are stated at outstanding balances less an allowance for doubtful accounts and an allowance for sales returns and allowances, which approximated \$123,000 and \$30,000 at December 31, 2017 and 2016, respectively. Trade receivables are considered past due if not paid within the stated terms. The allowance for doubtful accounts is established through provisions charged against income. Accounts deemed to be uncollectible are charged against the allowance and subsequent recoveries, if any, are credited to the allowance. The Company extends credit to its customers, based upon credit evaluations, in the normal course of business. The allowance for doubtful accounts is maintained at a level considered adequate to provide for losses that can be reasonably anticipated. Management's periodic evaluation of the adequacy of the allowance is based on past loss experience, adverse situations that may affect the borrower's ability to repay, current economic conditions and other relevant factors. The Company does not require collateral from its customers. Interest is not charged on past due accounts.

Note 1. Nature of Business and Summary of Significant Accounting Policies (Continued)

Property and equipment: Property and equipment acquired during business combinations are recorded at fair value and all other additions are recorded at cost. Property and equipment are depreciated or amortized using the straight-line method over the shorter of the estimated useful lives of the asset or lease term, generally ranging between 3 and 10 years.

Goodwill: Goodwill results from business acquisitions and represents the excess of the purchase price over the fair value of the identifiable net assets acquired. The Company adopted the accounting alternative for private companies which simplifies accounting for goodwill by amortizing goodwill over a 10-year period, having the ability to test for impairment at the entity level, and testing for impairment only when there is a triggering event. No triggering event or impairment occurred in 2017 or 2016.

The Company adopted the alternative accounting approach which provides an accounting alternative for private companies related to the identification and recognition of certain intangible assets acquired in a business combination. As such, the Company did not separately recognize intangible assets for customer-related intangible assets that cannot be separately sold or licensed in the accounting for business combinations during 2017 or 2016. The value of these assets is effectively subsumed into goodwill.

Intangible assets: The Company has intangible assets, including customer relationships, tradenames, developed technology and non-compete agreements that are amortized over their estimated useful lives using the straight-line method.

Deferred financing fees: Deferred financing fees arising from the incurrence of long-term debt are presented as a reduction of the carrying amount of the related debt and are being amortized as interest expense over the life of the related debt instruments on a straight-line basis which approximates the effective interest method.

Impairment of long-lived assets: The Company reviews long-lived assets, including property and equipment and intangible assets, for impairment whenever events or changes in business circumstances indicate that the carrying amount of the assets may not be fully recoverable. An impairment loss would be recognized when estimated undiscounted future cash flows expected to result from the use of the assets and its eventual disposition is less than its carrying amount. Impairment, if any, is assessed using discounted cash flows. The Company has determined that there are no indications of impairment of long-lived assets during the years presented.

Cost of revenue: Cost of revenue consists of the cost of maintenance contracts, direct production labor, depreciation of production equipment, costs of the production facility, inbound shipping charges, packaging supplies and other costs incurred in providing services. Freight billed to customers is considered revenue. Shipping and handling costs are included in cost of revenue in the consolidated statements of operations.

Unit-based compensation: The Company has a unit-based compensation plan, which is described more fully in Note 8. Expense relating to unit-based compensation transactions as provided by the plan is recognized in the accompanying consolidated statements of operations.

Fair value of financial instruments: The Company's financial instruments consist principally of cash, trade receivables, accounts payable, long-term debt, and acquisition related contingent consideration. The carrying amount of cash, trade receivables, accounts payable, and short-term borrowings approximates fair value because of the short-term maturity of these instruments. The fair value of long-term debt approximates the carrying value, because the interest rates fluctuate with market interest rates. The carrying value of subordinated debt with the two members approximates fair value based on the current rates offered to the Company for debt of the same remaining maturities with similar collateral requirements.

MetaSource Holdings, LLC and Subsidiary

Notes to Consolidated Financial Statements

Note 1. Nature of Business and Summary of Significant Accounting Policies (Continued)

The fair value of the subordinated note payable is approximately \$707,000 based upon the prevailing market rates of debt instruments with similar characteristics. Fair value of the contingent consideration was determined based on expected results taking into consideration probability factors of achieving the earn-out targets.

The Financial Accounting Standards Board (FASB) guidance defines fair value, establishes a framework for measuring fair value and expands disclosure requirements around fair value measurements. This guidance applies to all financial instruments that are being measured and reported on a fair value basis.

Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. In determining fair value, the Company uses various methods including market, income and cost approaches. Based on these approaches, the Company often utilizes certain assumptions that market participants would use in pricing the asset or liability, including assumptions about risk and/or the risks inherent in the inputs to the valuation technique. These inputs can be readily observable, market corroborated, or generally unobservable inputs. The Company utilizes valuation techniques that maximize the use of observable inputs and minimize the use of unobservable inputs. Based on the observability of the inputs used in the valuation techniques, the Company is required to provide the following information according to the fair value hierarchy. The fair value hierarchy ranks the quality and reliability of the information used to determine fair values.

Assets and liabilities carried at fair value will be classified and disclosed in one of the following three categories:

- Level 1:** Valuations for assets and liabilities traded in active exchange markets, such as the New York Stock Exchange. Level 1 also includes U.S. Treasury and federal agency securities and federal agency mortgage-backed securities, which are traded by dealers or brokers in active markets. Valuations are obtained from readily available pricing sources for market transactions involving identical assets or liabilities.
- Level 2:** Valuations for assets and liabilities traded in less active dealer or broker markets. Valuations are obtained from third-party pricing services for identical or similar assets or liabilities.
- Level 3:** Valuations for assets and liabilities that are derived from other valuation methodologies, including option pricing models, discounted cash flow models and similar techniques, and not based on market exchange, dealer, or broker traded transactions. Level 3 valuations incorporate certain assumptions and projections in determining the fair value assigned to such assets or liabilities.

As of December 31, 2017 and 2016, the Company's contingent consideration payable is measured at fair value on a recurring basis and is entirely a Level 3 value, which is described more fully in Note 2.

Income taxes: As limited liability companies, MetaSource Holdings, LLC and MetaSource, LLC's taxable income or loss is allocated to the members. Titan is a C-Corp and files a separate federal income tax return.

Note 1. Nature of Business and Summary of Significant Accounting Policies (Continued)

Deferred taxes are provided on a liability method whereby deferred tax assets are recognized for deductible temporary differences and operating loss and tax credit carryforwards and deferred tax liabilities are recognized for taxable temporary differences. Temporary differences are the differences between the reported amounts of assets and liabilities and their tax bases. Deferred tax assets are reduced by a valuation allowance when, in the opinion of management, it is more likely than not that some portion or all of the deferred tax assets will not be realized. Deferred tax assets and liabilities are adjusted for the effects of changes in tax laws and rates on the date of enactment.

Based on guidance of accounting for uncertainty of income taxes, management evaluated the Company's tax positions and concluded that the Company had taken no uncertain tax positions that require adjustment to the consolidated financial statements to comply with the provisions of this guidance. With few exceptions, the Company is no longer subject to U.S. federal, state, and local income tax examinations by tax authorities for years before 2014.

On December 22, 2017, the President of the United States signed into law the Tax Cuts and Jobs Act tax reform legislation. The legislation makes significant changes in U.S. tax law including a reduction in the corporate tax rates, changes to net operating loss carryforwards and carrybacks, and a repeal of the corporate alternative minimum tax. The legislation reduced the U.S. corporate tax rate from the current rate of 35% to 21%. As a result of the enacted law, the Company was required to revalue deferred tax assets and liability at the enacted rate. This revaluation resulted in an expense of \$139,000 to income tax expense in the consolidated statement of operations and a corresponding reduction in the deferred tax assets, net. The other provisions of the Tax Cuts and Jobs Act did not have a material impact on the fiscal 2017 consolidated financial statements.

Subsequent events: The Company has evaluated all subsequent events for potential recognition and/or disclosure through April 27, 2018, the date the consolidated financial statements were available to be issued.

Note 2. Business Acquisitions

Orion: Pursuant to a Stock Purchase Agreement (Orion SPA) dated February 1, 2017, the Company acquired all of the shares of Orion, a Texas Corporation, providing mortgage assignments, lien releases, document retrieval, real estate document recording and other related services to lenders and servicers of residential real estate loans. The transaction was accounted for as a business combination. As a result of the acquisition, the Company and its investors expect to grow existing sales in both new and existing markets. Goodwill resulted from the expected synergies from combining operations with the Company and the customer relationships acquired and is expected to be deductible for tax purposes.

MetaSource Holdings, LLC and Subsidiary

Notes to Consolidated Financial Statements

Note 2. Business Acquisitions (Continued)

The following table summarizes the estimated fair values of the consideration paid, assets acquired and liabilities assumed at the date of acquisition:

Consideration:

Cash	\$ 2,852,089
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Recognized amount of identifiable assets acquired:

Cash	\$ 600,361
Trade receivables	1,018,445
Property and equipment	27,985
Amortizable intangible assets	380,000
Deposits	6,188
	<u>2,032,979</u>

Recognized amount of liabilities assumed:

Accounts payable	210,431
Accrued expenses and other liabilities	550,291
Deferred tax liability	280,272
	<u>1,040,994</u>
Total identifiable net assets acquired	<u>991,985</u>

Goodwill	1,860,104
	<u>\$ 2,852,089</u>

In connection with the transaction, the Company incurred approximately \$458,625 of transaction expenses. The transaction costs were expensed as incurred in the accompanying consolidated statements of operations for the year ended December 31, 2017.

DataImage: Pursuant to an Stock Purchase Agreement (DataImage SPA) dated May 5, 2017, the Company acquired all of the shares of DataImage, a Utah Corporation, providing business process outsourcing (BPO) services (including the related provision of outsourced services such as document imaging and data capture, business process automation services, business analysis services, database services, electronic document archival, and other processing services) and the sale and distribution of workflow and content management solutions (CSM) (including related software and hardware sales, application development, support services, and consulting services). The transaction was accounted for as a business combination. As a result of the acquisition, the Company and its investors expect to grow existing sales in both new and existing markets. Goodwill resulted from the expected synergies from combining operations with the Company and the customer relationships acquired and is expected to be deductible for tax purposes.

MetaSource Holdings, LLC and Subsidiary

Notes to Consolidated Financial Statements

Note 2. Business Acquisitions (Continued)

The following table summarizes the estimated fair values of the consideration paid, assets acquired and liabilities assumed at the date of acquisition:

Consideration:

Cash	\$ 2,847,239
Contingent consideration	100,000
	<u>\$ 2,947,239</u>

Recognized amount of identifiable assets acquired:

Cash	\$ 25,327
Trade receivables	180,629
Prepays and other current assets	497,870
Property and equipment	48,886
Amortizable intangible assets	250,000
	<u>1,002,712</u>

Recognized amount of liabilities assumed:

Accounts payable	86,654
Accrued expenses and other liabilities	1,407,400
Deferred tax liability	1,077
	<u>1,495,131</u>
Total identifiable net assets acquired	<u>(492,419)</u>

Goodwill	3,439,658
	<u>\$ 2,947,239</u>

The contingent consideration arrangement requires the Company to pay the sellers additional purchase price if certain revenue targets are achieved during 2017. As of the acquisition date, the fair value of the contingent consideration arrangement of \$100,000 was estimated based upon the current projections and probability of achieving the targets. The measure of the acquisition date fair value is based upon significant inputs that are not observable in the market, which FASB's authoritative guidance on fair value measurements refers to as Level 3 inputs. A Monte Carlo model was utilized and key assumptions included (a) revenue risk premium of 24.3%, (b) revenue volatility of 24.9%, and (c) risk free rate of 1.04%

Certain revenue targets were achieved during 2017. As of December 31, 2017, the amount recognized for the contingent consideration payable increased to \$800,000, which is classified as due to seller in the accompanying consolidated balance sheets, with the fair value adjustment of \$700,000 included in the accompanying consolidated statement of operations for the year ended December 31, 2017.

In connection with the transaction, the Company incurred \$230,074 of transaction expenses. The transaction costs were expensed as incurred in the accompanying consolidated statements of operations for the year ended December 31, 2017.

MetaSource Holdings, LLC and Subsidiary

Notes to Consolidated Financial Statements

Note 2. Business Acquisitions (Continued)

Titan: Pursuant to an Agreement and Plan of Merger (Merger Agreement) dated March 7, 2016, TLC merged with Titan, a Colorado corporation which provides mortgage compliance services (Note 1). The transaction was accounted for as a business combination. As a result of the transaction, the Company and its investors expect to expand service offerings and grow existing sales in both new and existing markets. Non-taxable goodwill recorded as part of the acquisition was largely the result of customer relationships and expected revenue and earnings growth.

The following table summarizes the estimated fair values of the consideration paid, assets acquired and liabilities assumed at the date of acquisition:

Consideration:

Cash	\$ 3,916,569
Contingent consideration	485,688
	<u>\$ 4,402,257</u>

Recognized amount of identifiable assets acquired:

Trade receivables	\$ 453,082
Prepays and other current assets	70,113
Property and equipment	59,483
Amortizable intangible assets	730,000
Deferred tax asset	519,423
Deposits	7,000
	<u>1,839,101</u>

Recognized amount of liabilities assumed:

Accounts payable	135,111
Accrued expenses and other liabilities	299,952
	<u>435,063</u>

Total identifiable net assets acquired	1,404,038
--	-----------

Goodwill	2,998,219
	<u>\$ 4,402,257</u>

The contingent consideration arrangement requires the Company to pay the sellers additional purchase price if certain revenue targets are achieved during 2016 and 2017, representing two separate measurement periods, as defined in the Merger Agreement. The amounts are payable approximately 68% in cash and 32% in Common Equity upon the completion of the audited consolidated financial statements but in no event later than 120 days after the expiration of the applicable measurement periods or the due date may be accelerated under certain circumstances as defined by the Merger Agreement.

Certain revenue targets were achieved during 2016 and \$641,148 was paid in cash and \$307,510 was paid in member units as per the acquisition agreement during 2017.

MetaSource Holdings, LLC and Subsidiary

Notes to Consolidated Financial Statements

Note 2. Business Acquisitions (Continued)

As of December 31, 2016, the fair value of the contingent consideration arrangement for the 2017 targets of \$737,528 was estimated based upon the current projections and probability of achieving the targets. As of December 31, 2016, the measurement of the 2017 contingent consideration was based upon significant inputs that are not observable in the market, which FASB's authoritative guidance on fair value measurements refers to as Level 3 inputs. Key assumptions include (a) revenue volatility of 20% with probability of 8%, (b) discount rate of 13%, and (c) expected revenue growth ranging from 8% to 43%.

As of December 31, 2016, the total amount recognized for the contingent consideration payable was \$1,713,715, which was classified as due to seller in the accompanying consolidated balance sheets. As of December 31, 2017, the 2017 targets were not met and the contingent liability was adjusted to zero. The fair value adjustments of \$765,058 and \$1,228,027 are included in the accompanying consolidating statement of operations for the years ended December 31, 2017 and 2016, respectively.

In connection with the transaction, the Company incurred \$626,089 of transaction expenses. The transaction costs were expensed as incurred in the accompanying consolidated statements of operations for the year ended December 31, 2016.

Note 3. Property and Equipment

Property and equipment consisted of the following:

	2017	2016
Leasehold improvements	\$ 566,390	\$ 556,755
Furniture, fixtures, and equipment	5,084,142	4,191,090
Computer software	3,246,644	2,403,387
Vehicles	107,683	103,608
	<u>9,004,859</u>	<u>7,254,840</u>
Less accumulated depreciation and amortization	4,988,604	3,596,302
	<u>\$ 4,016,255</u>	<u>\$ 3,658,538</u>

Note 4. Goodwill and Intangible Assets

Goodwill and intangible assets consisted of the following:

	As of December 31, 2017		
	Cost	Accumulated Amortization	Net Book Value
Customer relationships (9-19.5 years)	\$ 12,740,000	\$ 2,966,217	\$ 9,773,783
Tradenames (6-7 years)	4,960,000	3,105,417	1,854,583
Non-compete agreements (3-7 years)	520,000	395,595	124,405
Developed technology (7-10 years)	1,000,000	176,655	823,345
	<u>\$ 19,220,000</u>	<u>\$ 6,643,884</u>	<u>\$ 12,576,116</u>
Goodwill (10 years)	<u>\$ 25,092,972</u>	<u>\$ 7,745,575</u>	<u>\$ 17,347,397</u>

MetaSource Holdings, LLC and Subsidiary

Notes to Consolidated Financial Statements

Note 4. Goodwill and Intangible Assets (Continued)

	As of December 31, 2016		
	Cost	Accumulated Amortization	Net Book Value
Customer relationships (9-19.5 years)	\$ 12,740,000	\$ 2,218,525	\$ 10,521,475
Tradenames (6-7 years)	4,660,000	2,286,667	2,373,333
Non-compete agreements (3-7 years)	520,000	303,452	216,548
Developed technology (7-10 years)	670,000	66,548	603,452
	<u>\$ 18,590,000</u>	<u>\$ 4,875,192</u>	<u>\$ 13,714,808</u>
Goodwill (10 years)	\$ 19,793,210	\$ 5,389,254	\$ 14,403,956

For each of the next five years and thereafter, the approximate estimated amortization expense for goodwill and intangible assets will be as follows:

	Goodwill	Intangible Assets
Years ending December 31:		
2018	\$ 2,509,343	\$ 1,713,942
2019	2,509,343	1,571,026
2020	2,509,343	1,034,418
2021	2,509,343	957,633
2022	2,509,343	881,799
Thereafter	4,800,682	6,417,298
	<u>\$ 17,347,397</u>	<u>\$ 12,576,116</u>

The changes in the carrying amount of goodwill are as follows:

	2017	2016
Balance, beginning	\$ 14,403,956	\$ 13,344,907
Acquisition of Titan	-	2,998,219
Acquisition of Orion	1,860,104	-
Acquisition of Data Image	3,439,658	-
Amortization	(2,356,321)	(1,939,170)
Balance, ending	<u>\$ 17,347,397</u>	<u>\$ 14,403,956</u>

Note 5. Revolving Credit Facility and Long-Term Debt

Credit agreement: The Company entered into a Credit Agreement with a financial institution. The Credit Agreement provides for a revolving credit facility (revolver) and a term loan. Substantially all of the Company's assets are pledged as collateral under the Credit Agreement and a certain investor member is also a guarantor. The Credit Agreement includes requirements as to the maintenance of certain financial ratios as well as certain reporting requirements. The Company was in violation of the capex covenant for the year ended December 31, 2017, for which the Company obtained a written waiver of compliance.

MetaSource Holdings, LLC and Subsidiary

Notes to Consolidated Financial Statements

Note 5. Revolving Credit Facility and Long-Term Debt (Continued)

Revolver: The revolver bears interest monthly, at the Company's option, at either the bank's prime rate (4.25% at December 31, 2017) plus 5% or LIBOR (1.37% at December 31, 2017), subject to a 1% floor, plus 6%. The revolver expires on November 1, 2018. Maximum availability under the revolver is up to \$2,500,000 based on eligible trade receivables as defined in the Credit Agreement. The Credit Agreement also requires the Company to pay a monthly fee of 0.5% on the unused portion of the revolver. There were no outstanding borrowings at December 31, 2017 and 2016. With the refinancing noted in Note 14, effective March 1, 2018, the maximum availability was increased to \$4,000,000.

Term loan: The Company originally borrowed \$12,000,000, with additional borrowings of \$6,000,000 in 2015, \$2,500,000 in 2016, and \$8,000,000 in 2017. The term loan bears interest monthly, at the Company's option, at either prime plus 5% or LIBOR, subject to a 1% floor, plus 6%. The interest rate in effect at December 31, 2017 was 7.15% on the term loan except for \$1,100,000 of the balance which was at 9%. Outstanding borrowings amounted to \$25,800,000 and \$18,450,000 at December 31, 2017 and 2016, respectively. The balances are presented on the consolidated balance sheets net of unamortized debt costs of \$198,556 and \$281,296 at December 31, 2017 and 2016, respectively. With the refinancing noted in Note 14, effective March 1, 2018, the Company borrowed an additional \$7,650,000 on the term loan and extended the terms. The term loan requires quarterly principal installments of \$167,000 plus interest due the first day of each quarter, through January 1, 2023, with the remaining balance due on March 1, 2023.

Letters of credit: The Credit Agreement also provides for up to \$500,000 in letters of credit, of which there were no outstanding amounts at December 31, 2017 and 2016.

Subordinated debt: The Company borrowed \$4,000,000 from two members. The notes are subordinate to the Credit Agreement described above. The notes bear interest monthly at 15%, of which 3% is paid-in-kind (PIK) through an addition to principal. Outstanding borrowings amounted to \$4,539,804 and \$4,403,967 at December 31, 2017 and 2016, respectively. For the years ended December 31, 2017 and 2016, interest expense incurred on the related party subordinated debt approximated \$679,000 and \$661,000, respectively. The balances are presented on the consolidated balance sheets net of unamortized debt costs of \$18,610 and \$33,939 at December 31, 2017 and 2016, respectively. With the refinancing noted in Note 14, effective March 1, 2018, the outstanding balances were paid in full.

In connection with the business acquisition in August 2014, the Company issued a subordinated note payable totaling \$750,000 as consideration to the sellers. The note payable, which is subordinate to the Credit Agreement described above, bears interest quarterly at 5% that may be paid in cash or, at the Company's option, in-kind through an addition to the principal balance and matures on November 1, 2019. The APA provided for certain reductions in interest in 2017 and 2016 based on the achievement of certain revenue thresholds as defined in the APA. As of December 31, 2017 and 2016, the outstanding balance of the subordinated seller note payable was \$849,490 and \$808,311, respectively.

At December 31, 2017, future minimum payments required on long-term debt are as follows:

Years ending December 31:

2018	\$ 5,207,804
2019	1,517,490
2020	668,000
2021	668,000
2022	668,000
Thereafter	22,510,000
	<u>\$ 31,239,294</u>

MetaSource Holdings, LLC and Subsidiary

Notes to Consolidated Financial Statements

Note 6. Income Taxes

Components of income tax benefit for the year ended December 31, 2017 and 2016 are as follows.

	2017	2016
Deferred:		
Federal	\$ 98,585	\$ (129,742)
State	(2,665)	(21,099)
	<u>95,920</u>	<u>(150,841)</u>
Current tax expense:		
Federal	-	-
State	19,052	-
	<u>19,052</u>	<u>-</u>
	<u>\$ 114,972</u>	<u>\$ (150,841)</u>

Components of deferred income taxes as of December 31, 2017 and 2016 are as follows.

	2017	2016
Deferred tax assets, net:		
Net operating losses	\$ 458,587	\$ 437,764
Depreciation and amortization	(14,786)	219,069
Accrued liabilities and reserves	34,357	13,431
Other	(185,617)	-
	<u>\$ 292,541</u>	<u>\$ 670,264</u>

Titan has federal net operating loss carryforwards of approximately \$1,654,000 at December 31, 2017.

Note 7. Members' Equity

The Company's Operating Agreement provides for two classes of units: common units and profits interests. Each class may have different series of units which currently consists of the following: common units have voting and non-voting units and profits interests have Class A and Class B.

Allocation of profits and losses and distributions: Distributions are allocated to common units, equal to their capital contribution, next to the Class A profits interests equal to their capital contribution, next to both common units and Class A profits interests equal to their capital contribution, and finally to common units, Class A profits interests and Class B profits interests pro rata to their relative holdings. After all capital contributions and distributions have been allocated, all profits and losses shall be allocated in the same manner as if the Company were to liquidate.

Note 8. Incentive Compensation Plan

The Operating Agreement permits the grant of profits interests. There were no profits interests granted during 2017 and 2016. The Class B profits interests are subject to certain accelerated vesting provisions as defined in the Operating Agreement.

MetaSource Holdings, LLC and Subsidiary

Notes to Consolidated Financial Statements

Note 8. Incentive Compensation Plan (Continued)

A summary of the activity under the Operation Agreement as of December 31, 2017 and 2016 and changes during the years then ended are presented below:

	Profits Interests	Weighted- Average Exercise Price	Weighted-Average Grant-Date Fair Value	Weighted-Average Remaining Contractual Term
Outstanding at December 31, 2016	402,617	\$ 18	\$ 1.66	7.9 Years
Outstanding at December 31, 2017	402,617	\$ 18	\$ 1.66	6.9 Years
Exercisable at December 31, 2016	229,560	\$ 18	\$ 1.53	7.8 Years
Exercisable at December 31, 2017	280,188	\$ 18	\$ 1.59	6.8 Years

A summary of the nonvested shares as of December 31, 2017 and 2016, and changes during the years then ended is presented below:

Nonvested Shares	Shares	Weighted- Average Grant-Date Fair Value
Nonvested at January 1, 2016	260,342	\$ 1.73
Vested	(87,286)	1.35
Nonvested at December 31, 2016	173,056	1.74
Vested	(50,628)	1.53
Nonvested at December 31, 2017	122,428	1.83

As of December 31, 2017, there is approximately \$181,000 of total unrecognized compensation cost, which is expected to be expensed over the next two years. For the years ended December 31, 2017 and 2016, total compensation cost was \$162,975.

Note 9. Retirement Savings Plan

The Company maintains a defined retirement contribution plan covering essentially all domestic employees. Employees may make contributions and the Company may make discretionary matching contributions. The Company has not made any contributions for the years ended December 31, 2017 and 2016.

Note 10. Related-Party Transactions

The Company has three management services agreements and a consulting agreement with certain members. The agreements require monthly payments and are limited to an aggregate annual amount of \$390,000 plus out-of-pocket expenses. The Company incurred expenses of approximately \$489,000 and \$425,000 for services during the years ended December 31, 2017 and 2016, respectively.

MetaSource Holdings, LLC and Subsidiary

Notes to Consolidated Financial Statements

Note 11. Commitments and Contingencies

Operating leases: The Company has entered into various non-cancellable lease agreements which expire at various dates through 2022. As of December 31, 2017, future minimum rental payments, exclusive of escalation costs for utilities, taxes and other charges, in each of the next five years and in the aggregate thereafter are approximately as follows:

Years ending December 31:

2018	\$	1,285,762
2019		1,163,589
2020		817,599
2021		802,706
2022		208,260
Thereafter		396,339
	\$	<u>4,674,255</u>

Rent expense was approximately \$1,603,000 and \$1,241,000 for the years ended December 31, 2017 and 2016, respectively.

Litigation: The Company is involved in litigation from time to time in the ordinary course of its business. In the opinion of management, the ultimate liability related to such claims, if any, will not have a material adverse effect on the Company's results of operations, financial position or cash flows.

Note 12. Concentration of Credit Risk

Cash: The Company maintains its cash in bank deposit accounts, which at times may exceed federally insured limits. The Company has not experienced any losses in such accounts. The Company believes it is not exposed to any significant credit risk on cash.

Major vendor: During the years ended December 31, 2017 and 2016, the Company purchased approximately 25% and 23%, respectively, of its costs of revenues from one major supplier. Accounts payable to this supplier was approximately \$2,537,000 and \$2,859,000 at December 31, 2017 and 2016, respectively.

Note 13. Recently Issued Accounting Pronouncements

In May 2014, the FASB issued ASU 2014-09, *Revenue from Contracts with Customers (Topic 606)*, requiring an entity to recognize the amount of revenue to which it expects to be entitled for the transfer of promised goods or services to customers. The updated standard will replace most existing revenue recognition guidance in accounting principles generally accepted in the United States of America when it becomes effective and permits the use of either a full retrospective or retrospective with cumulative effect transition method. In August 2015, the FASB issued ASU 2015-14 which defers the effective date of ASU 2014-09 one year making it effective for annual reporting periods beginning after December 15, 2018. The Company has not yet selected a transition method and is currently evaluating the effect that the standard will have on the consolidated financial statements.

MetaSource Holdings, LLC and Subsidiary

Notes to Consolidated Financial Statements

Note 13. Recently Issued Accounting Pronouncements (Continued)

In February 2016, the FASB issued ASU 2016-02, *Leases (Topic 842)*. The guidance in this ASU supersedes the leasing guidance in Topic 840, *Leases*. Under the new guidance, lessees are required to recognize lease assets and lease liabilities on the balance sheet for all leases with terms longer than 12 months. Leases will be classified as either finance or operating, with classification affecting the pattern of expense recognition in the income statement. The new standard is effective for fiscal years beginning after December 15, 2019, including interim periods within those fiscal years. The Company is currently evaluating the impact of the adoption of this standard on its consolidated financial statements.

In January 2017, the FASB issued ASU 2017-01, *Business Combinations (Topic 805): Clarifying the Definition of a Business*, which provides guidance to assist entities with evaluating whether transactions should be accounted for as acquisitions (or disposals) of assets or businesses. ASU 2017-01 requires entities to use a screen test to determine when an integrated set of assets and activities is not a business or if the integrated set of assets and activities needs to be further evaluated against the framework. ASU 2017-01 is effective for fiscal years beginning after December 15, 2017. The adoption of ASU 2017-01 is not expected to have a material impact on the consolidated financial statements.

Note 14. Subsequent Event

In March 2018, the Company entered into several transactions.

The Company refinanced their debt and had a recapitalization of certain equity. The existing credit agreement amended the revolver and term loans as described in Note 5.

The Company entered into a senior subordinated credit agreement with a new member in the amount of \$15,000,000. The note bears interest quarterly at 13%, of which 2% is PIK through an addition to principal. The note matures on March 1, 2024.

A dividend of approximately \$16,370,000 was paid to existing members and the new member redeemed certain existing member units for approximately \$7,000,000 which did not result in a change of control.

The Company delivered a call notice to several Class B profits interests holders to exercise its repurchase rights and acquired 110,719.52 of vested units for \$80,000.



RSM US LLP

Independent Auditor's Report on the Supplementary Information

To the Board of Members
MetaSource Holdings, LLC and Subsidiary

We have audited the consolidated financial statements of MetaSource Holdings, LLC and its subsidiary (the Company) as of and for the years ended December 31, 2017 and 2016, and have issued our report thereon, which contains an unmodified opinion on those consolidated financial statements. See page 1. Our audits were conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The consolidating information is presented for purposes of additional analysis rather than to present the financial position, results of operations and cash flows of the individual companies and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The consolidating information has been subjected to the auditing procedures applied in the audits of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the consolidated financial statements as a whole.

RSM US LLP

Blue Bell, Pennsylvania
April 27, 2018

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MetaSource Holdings, LLC and Subsidiary

**Consolidating Balance Sheet
December 31, 2017**

	MetaSource Holdings, LLC	MetaSource, LLC and Subsidiaries	Eliminations	Total
Assets				
Current assets:				
Cash	\$ -	\$ 745,112	\$ -	\$ 745,112
Trade receivables, net	-	13,030,268	-	13,030,268
Prepaid expenses and other current assets	-	6,948,481	-	6,948,481
Total current assets	-	20,723,861	-	20,723,861
Property and equipment, net	-	4,016,255	-	4,016,255
Goodwill, net	-	17,347,397	-	17,347,397
Intangible assets, net	-	12,576,116	-	12,576,116
Deposits	-	83,735	-	83,735
Deferred income taxes	-	292,541	-	292,541
Investment in subsidiary	6,058,134	-	(6,058,134)	-
	<u>\$ 6,058,134</u>	<u>\$ 55,039,905</u>	<u>\$ (6,058,134)</u>	<u>\$ 55,039,905</u>
Liabilities and Members' Equity				
Current liabilities:				
Current maturities of long-term debt	\$ -	\$ 4,990,638	\$ -	\$ 4,990,638
Accounts payable	-	5,708,069	-	5,708,069
Accrued expenses and other current liabilities	-	3,229,695	-	3,229,695
Deferred revenue	-	8,221,879	-	8,221,879
Due to seller	-	800,000	-	800,000
Total current liabilities	-	22,950,281	-	22,950,281
Long-term debt, net of current portion	-	26,031,490	-	26,031,490
	-	48,981,771	-	48,981,771
Commitments and contingencies				
Members' equity:				
Common units	6,058,134	6,058,134	(6,058,134)	6,058,134
Total members' equity	6,058,134	6,058,134	(6,058,134)	6,058,134
	<u>\$ 6,058,134</u>	<u>\$ 55,039,905</u>	<u>\$ (6,058,134)</u>	<u>\$ 55,039,905</u>

MetaSource Holdings, LLC and Subsidiary

Consolidating Balance Sheet

December 31, 2016

	MetaSource Holdings, LLC	MetaSource, LLC and Subsidiary	Eliminations	Total
Assets				
Current assets:				
Cash	\$ -	\$ 1,124,643	\$ -	\$ 1,124,643
Trade receivables, net	-	8,779,522	-	8,779,522
Prepaid expenses and other current assets	-	5,945,711	-	5,945,711
Total current assets	-	15,849,876	-	15,849,876
Property and equipment, net	-	3,658,538	-	3,658,538
Goodwill, net	-	14,403,956	-	14,403,956
Intangible assets, net	-	13,714,808	-	13,714,808
Deposits	-	87,672	-	87,672
Deferred income taxes	-	670,264	-	670,264
Investment in subsidiary	8,269,230	-	(8,269,230)	-
	<u>\$ 8,269,230</u>	<u>\$ 48,385,114</u>	<u>\$ (8,269,230)</u>	<u>\$ 48,385,114</u>
Liabilities and Members' Equity				
Current liabilities:				
Current maturities of long-term debt	\$ -	\$ 591,600	\$ -	\$ 591,600
Accounts payable	-	5,586,859	-	5,586,859
Accrued expenses and other current liabilities	-	2,571,746	-	2,571,746
Deferred revenue	-	6,112,618	-	6,112,618
Due to seller	-	1,760,090	-	1,760,090
Total current liabilities	-	16,622,913	-	16,622,913
Long-term debt, net of current portion	-	22,755,443	-	22,755,443
Due to seller	-	737,528	-	737,528
	-	<u>40,115,884</u>	-	<u>40,115,884</u>
Commitments and contingencies				
Members' equity:				
Common units	8,269,230	8,269,230	(8,269,230)	8,269,230
Total members' equity	<u>8,269,230</u>	<u>8,269,230</u>	<u>(8,269,230)</u>	<u>8,269,230</u>
	<u>\$ 8,269,230</u>	<u>\$ 48,385,114</u>	<u>\$ (8,269,230)</u>	<u>\$ 48,385,114</u>

MetaSource Holdings, LLC and Subsidiary

**Consolidating Statement of Operations
Year Ended December 31, 2017**

	MetaSource Holdings, LLC	MetaSource, LLC and Subsidiaries	Eliminations	Total
Net revenue	\$ -	\$ 61,577,302	\$ -	\$ 61,577,302
Cost of revenue	-	34,470,211	-	34,470,211
Gross profit	-	27,107,091	-	27,107,091
Operating expenses	-	21,613,363	-	21,613,363
Amortization expense	-	4,125,013	-	4,125,013
Transaction and restructuring expenses	-	688,699	-	688,699
Management fees	-	489,203	-	489,203
Income from operations	-	190,813	-	190,813
Other expenses, net:				
Interest expense	-	(2,808,214)	-	(2,808,214)
Fair value adjustment on contingent consideration payable	-	65,058	-	65,058
Foreign exchange loss	-	(2,898)	-	(2,898)
Loss before income tax benefit	-	(2,555,241)	-	(2,555,241)
Income tax benefit	-	114,972	-	114,972
Net loss	\$ -	\$ (2,670,213)	\$ -	\$ (2,670,213)

MetaSource Holdings, LLC and Subsidiary

**Consolidating Statement of Operations
Year Ended December 31, 2016**

	MetaSource Holdings, LLC	MetaSource, LLC and Subsidiary	Eliminations	Total
Net revenue	\$ -	\$ 48,941,402	\$ -	\$ 48,941,402
Cost of revenue	-	27,226,544	-	27,226,544
Gross profit	-	21,714,858	-	21,714,858
Operating expenses	-	16,893,098	-	16,893,098
Amortization expense	-	3,620,553	-	3,620,553
Transaction and restructuring expenses	-	626,089	-	626,089
Management fees	-	425,061	-	425,061
Income from operations	-	150,057	-	150,057
Other expenses, net:				
Interest expense	-	(2,328,530)	-	(2,328,530)
Fair value adjustment on contingent consideration payable	-	(1,410,138)	-	(1,410,138)
Foreign exchange loss	-	(180)	-	(180)
Loss before income tax benefit	-	(3,588,791)	-	(3,588,791)
Income tax benefit	-	(150,841)	-	(150,841)
Net loss	\$ -	\$ (3,437,950)	\$ -	\$ (3,437,950)

General Business Statement

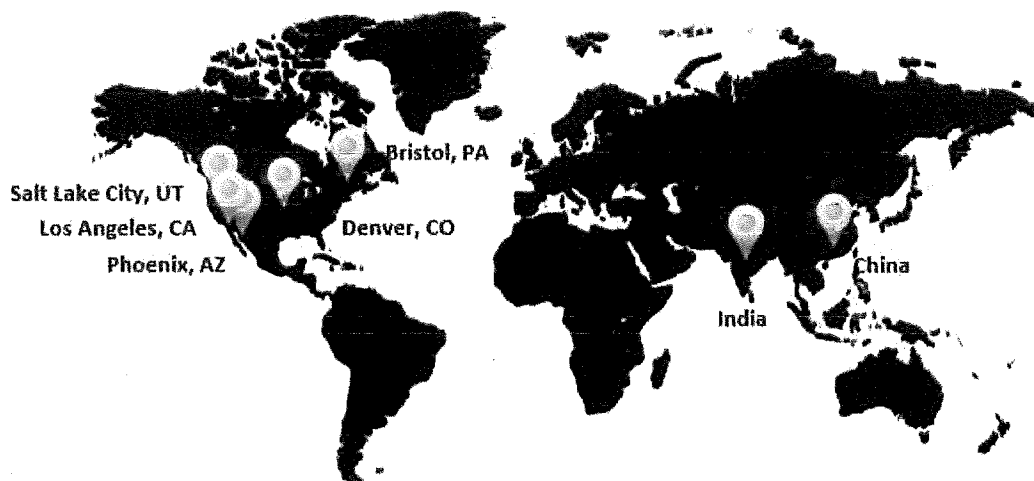
Bidder shall furnish a statement of all of the important business activities of bidder's major business. This statement should emphasize the required minimum of three (3) consecutive years of recent experience in the provision of the specified services at similar sized customer with similar service levels as those required for this Contract.

MetaSource Overview

MetaSource is a technology-led business process and content management company with solutions that include scanning, data capture, QC and auditing, and document (image) storage, retrieval, and workflow. Formed in 1992, our company resources are focused on labor-intensive processes that drive client value by improving the competitive dimensions of cost, innovation, turnaround, scale and flexibility. Our go-to-market strategy is based upon a consultative and business advisory approach.

We bring
excellence in
quality, service,
and application
knowledge to
our client
partnerships.

Innovation, reliable delivery, and proactive account management are among the many value propositions of our customer service commitment. MetaSource operations are open around the clock, every day of the year. We are staffed by an outstanding group of professionals that are well-trained in production and client requirements. Our leadership is tenured with large scale and complex operations experience. We utilize best-in-class technology that is driven by strong operating systems and application-tested best practices. MetaSource has five company-owned facilities in North America with strategic partnerships in China and India. Our services and solutions are competitively priced.



In summary, MetaSource offers the City the benefits of a large company's resources and experience with the personalization, focus, and service commitment of a small organization.

Current Partnership with the City

In demonstrating relevant experience, MetaSource is able to point directly to our six-year partnership with the City. Standard paper documents, plans/drawing, and various formats of microform are picked up, scanned, indexed, quality checked; images are provided in a format that are 'import ready' for upload to the City's

LaserFiche platform. We work in tandem with the City to ensure project success and promote best practices across its multiple departments – MetaSource believes this partnership serves as the best testament of the City’s confidence and trust in our services.

MetaSource’s solid and tested institutional knowledge will enable the City to move this contract forward without risk. While the learning curve involved with a new vendor with less processing experience can be a temporary state, it would still require many hours of City time diverted from supporting its goals and mission. We also offer regional support services to the City. MetaSource will continue, in the upcoming contract, to leverage the capabilities of our established Anaheim, CA document conversion facility (1517 North Harmony Circle) to process City media.

The City has worked closely with, and knows the capabilities of, our management staff. We are always available to the City and stand ready to continue what has proven to be a successful communication and customer service model. Hal Redjai will remain in place as the primary point of contact in this upcoming contract, and he will continue to focus on increasing efficiency and customer satisfaction for the City. This type of expertise provides the City an expansive knowledge base and thought leadership capabilities, and enables MetaSource to ensure project success through enhanced foresight and control of all implementation and operational processes.

Name/Title	Project Role	Experience with the City	Industry Experience
Hal Redjai Senior Director Business Development State and Local Government	Single point of contact for all account management responsibilities	4 years	28 years
Steve Cooley Project Director	Single point of contact for production and operations	4 years	30 years
Rubi Alvarez Production Manager	Oversee daily operational activities	6 years	8 years
Bill Jones Associate Vice President BPO Service Delivery	Executive oversight	4 years	35 years

Extensive Relevant Experience

We possess the resources, technical capability, and security and quality platforms to successfully support the City’s contract requirements.

MetaSource has more than 30 years of digital solutions expertise and is proud to serve more than 4,800 of America’s leading companies and government organizations. Service and product diversity are company strengths. Our end-to-end portfolio provides clients the flexibility to customize solutions that address internal financial and operating challenges. This portfolio includes process management consulting, mailroom, scanning, data capture, inbound and outbound contact center solutions, and premise-based and hosted document management systems.

MetaSource is a welcome partner to the most demanding public and private organizations that embrace outsourcing as an effective way to perform their services while controlling costs and increasing efficiency. Our clients are saving money every year, while keeping pace with demand and providing higher levels of service and quality. Processing more than 70 million images each year on behalf of our 75 public sector clients, a sampling of our government BPO clientele is depicted below.



Agency Name	Type of Service	Annual Contract Value	Length of Relationship
City of Newport Beach, CA *	Citywide scanning to Laserfiche	\$75,000	8 years
City of Riverside, CA Department of Building and Safety	Scanning to Laserfiche	\$50,000	9 years
Superior Court, County of Los Angeles	Onsite scanning	\$1,200,000	2 years
City of Brea, CA	Scanning to Laserfiche	\$75,000	4 years
Los Angeles Water and Power Employees Retirement Plan	Document scanning	\$75,000	1 year
City of Carlsbad, CA	Scanning and searchable PDF output	\$200,000	2 years
Anaheim Union High School District	Film scanning	\$50,000	4 years
Superior Court of California, County of San Bernardino	Scanning and film conversion	\$480,000	8 years
County of Riverside Probation Department	Document capture	\$40,000	6 years
City of Long Beach, Building and Safety Bureau	Scan film to Laserfiche	\$65,000	2 years

* MetaSource presents the following testimonial from Newport Beach, a contract almost identical in scope to that of the City's, to further demonstrate our capabilities:

'MetaSource has provided imaging and document conversion services to the City of Newport Beach since 2008. We have found the relationship to be extremely beneficial. They have met all service level agreements and expectations. The staff is knowledgeable, responsive, and results-oriented. I have worked with a number of imaging vendors and I have found none that have matched MetaSource in terms of quality, accuracy, and thoroughness.'

- Lanny Krage, Records Specialist

Some additional examples of the work MetaSource has performed for various clients include:

- BPO support for three of the top five mortgage servicers, to include but not limited to; back office functions, file scanning, indexing, doc typing, trailing documents management, collateral file management, audit/Compliance services.
- Mail handling, imaging, and data entry of more than 16,000,000 driver delivery documents and expenses per year for the largest trucking company in the nation; also responsible for implementation and support of enterprise workflow and imaging retrieval systems
- Invoice processing services including mail handling, doc preparation, scanning, and data entry of 1,000,000 invoice pages annually for a major mining company; also responsible for host-based imaging ASP used for AP Workflow
- Invoice processing services including document preparation, scanning, and data entry of 500,000 invoice pages annually for a national restaurant chain
- Mail handling, imaging, data entry, transcription, image retrieval services, and data processing of more than 12,000,000 orders per year for the largest magazine-subscription seller in the world



- Data extraction of all 600 characters from workers' comp bills for one of the top three insurance companies in the world
- Data entry of more than 12,000,000 credit card applications in the past year for several card issuers
- Mail receipt, scanning, and data entry of more than 6,500,000 loyalty-program enrollment forms per year for a major retailer
- Client-site document scanning/imaging and offsite (at MetaSource) data entry of nearly 1,000,000 birth records for state and Federal government entities

MetaSource Differentiators

MetaSource is a market leader in the delivery of technology driven BPO services, as evidenced by our organizational longevity and the success of our contract engagements. Having supported high-volume document conversion initiatives since 1994, MetaSource has perfected proven solutions that continue to deliver exceptional performance. The following selected proficiencies and differentiators distinguish us from other providers and demonstrate our ability to meet all City requirements.

Robust security measures and policies

MetaSource's primary business is data handling and processing, and we take an aggressive stance on protecting the information our clients entrust to us. By protecting our systems with a comprehensive set of best practices and controls, we actively mitigate potential threats through a combination of physical, electronic, and administrative controls. Audited and compliant as SOC/AT101 (SSAE 16) and PCI-DSS Level 1, we have achieved a 100% approval rate during frequent security audits by the largest insurers and credit card issuers in the world. SSAE 16 compliance requires MetaSource to:

- Map and document security objectives, goals, and responsibilities
- Create and maintain an organizational security structure through the use of a security forum and security officer, defining security responsibilities, authorization processes, and independent reviews
- Develop and maintain security infrastructure to protect organizational assets through accountability and inventory, classification, and handling procedures
- Reduce risks that are inherent in human interaction by screening employees, defining roles and responsibilities, training employees properly, and documenting the ramifications of not meeting expectations
- Protect our, and our clients', assets by properly choosing a facility location, maintaining a security perimeter, implementing access controls, and protecting equipment
- Carry out security through operational procedures, proper change control, incident handling, separation of duties, capacity planning, network management, and media handling
- Control access to assets based on business requirements, user management, authentication methods, and monitoring
- Implement security in all phases of a system's lifetime through development of security requirements, cryptography, integrity, and software development procedures

- Counter disruptions of normal operations by using documented continuity planning and testing
- Comply with regulatory, contractual, and statutory requirements through technical controls, system audits, and legal awareness

With operations that are inherently designed to mitigate project risks, we continue to provide the City secure services without incident.

🦋 **Full chain of custody and accountability**

MetaSource provides a comprehensive chain of custody program, supported by technology and refined operational processes, to address the highest demands on the transfer of documents from client sites to our facilities. Our tracking platform reconciles all records and establishes accountability of records from initial boxing and transportation through receipt, processing, and document return. The platform provides the City a detailed audit trail and lifecycle reconciliation of all media and data within our possession. The City also has real-time production reporting through our client portal, ProjectLink, which enables the City to know exactly how much work was transported/received, processed, status within production, and when complete.

🦋 **Recommendations by references; outstanding record of performance**

Through the successful support of highly competitive projects, we continue to prove that our unique processes, methodologies, and technologies are nearly always unmatched in cost, accuracy, and quality of service. Each of the client references listed within this proposal has experienced positive business impacts by partnering with MetaSource and can attest to the quality and timeliness of our services. We welcome the City to contact each to discuss MetaSource's solutions that have resulted in reduced internal costs, provided best-in-class services, and ensured the secure handling and storage of sensitive customer information.

🦋 **Price competitiveness**

MetaSource's size and economies of scale allow us a unique position of being very price competitive. We 'lay our cards on the table,' face up. Our pricing is completely transparent. By doing so, we start to eliminate the adversarial nature of a client-vendor relationship. We show what we need to earn per hour for a fair margin, we show what our throughput is expected to be, and we charge per unit pricing based on those numbers.

🦋 **Ample financial resources**

MetaSource recognizes that financial viability is critical to ensure the organizational longevity necessary to provide the ongoing support of our clients' internal processes. We also recognize that the due diligence process in choosing a business process solutions provider and implementing a solution is costly in both time and resource allotment for the City. Our most recent audited financial reports (provided with this proposal submission) show the durability of our organization, the depth of our experience, and the financial stability required to take this engagement and stand behind our performance claims. We possess the fiscal resources to maintain our systems at optimal performance and industry standards – allowing us to deliver superior products to the City and continue long-term vision that aligns with the City's needs. **Note that the financials provided are considered confidential information and shall not be shared outside the City's ITB evaluation committee.**

A proven record of integrity, ethics, and partnership

MetaSource strives to *develop customers for life* - a principle that embodies two critical concepts: partnership and trust. We understand the City's goals, objectives, plans, and success criteria, and have made them our own. We offer proactive solutions and a 'whatever it takes' attitude. We also offer the commitment and sponsorship of our executive team to ensure complete success. MetaSource's executive team supports our relationship through our project steering committee forum, bringing direct attention to the project at a strategic level and monitoring project progress and potential issues on a regular basis.

Integrity is the core fabric in every area of our process and what we believe ensures we differentiate ourselves with our competitors: truth in selling, management practices, customer service accountability, and transparency. We believe these are intertwined best practices that matter most. We are very upfront about our pricing and truly want to learn how to best deliver and continuously improve service and quality levels. Our solutions focus on mutually increasing the value of our partnerships, which results in substantial and quantifiable process, quality and cost improvements. ***Our approach is meant to do one thing, and that is to continue to exceed the expectations set forth by the City.***

Credit References

Bidder shall furnish a minimum of two (2) credit or financial references giving names, street addresses, and telephone numbers in each instance.

United Healthcare Insurance
22561 Network Place
Chicago, IL 60673
773.424.4460

Paycom Payroll LLC
7501 West Memorial Road
Oklahoma City, OK 73142
800.580.4505

License/Certificates

Contractor must possess California approved, valid, showing expiration dates and license numbers proof of licenses required by industry standards, as required by law, by requirements of this contract.

Copies of all licenses and certificates shall be submitted with bid.

These licenses and certificates shall be kept up to date and current during the entire duration of the contract and must be presented upon request by any Federal, State, or Local Official. No contractor shall perform work on that require such licenses or certificates unless they are current and valid.



Secretary of State Main Website

Business Programs Notary & Authentications Elections Campaign & Lobbying

- Business Entities (BE)
- Online Services
- E-File Statements of Information for Corporations
- Business Search
 - Processing Times
 - Disclosure Search
- Main Page
- Service Options
- Name Availability
- Forms, Samples & Fees
- Statements of Information (annual/biennial reports)
- Filing Tips
- Information Requests (certificates, copies & status reports)
- Service of Process
- FAQs
- Contact Information
- Resources
 - Business Resources
 - Tax Information
 - Starting A Business
- Customer Alerts
 - Business Identity Theft
 - Misleading Business Solicitations

Business Entity Detail

Data is updated to the California Business Search on Wednesday and Saturday mornings. Results reflect work processed through Friday, February 12, 2016. Please refer to **Processing Times** for the received dates of filings currently being processed. The data provided is not a complete or certified record of an entity.

Entity Name:	METASOURCE, LLC
Entity Number:	201535710529
Date Filed:	12/17/2015
Status:	ACTIVE
Jurisdiction:	DELAWARE
Entity Address:	12894 S PONY EXPRESS RD STE 700
Entity City, State, Zip:	DRAPER UT 84020
Agent for Service of Process:	CORPORATION SERVICE COMPANY WHICH WILL DO BUSINESS IN CALIFORNIA
Agent Address:	AS CSC - LAWYERS INCORPORATING SERVICE, (C1592199)
Agent City, State, Zip:	*

* Indicates the information is not contained in the California Secretary of State's database.

* **Note:** If the agent for service of process is a corporation, the address of the agent may be requested by ordering a status report.

- For information on checking or reserving a name, refer to **Name Availability**.
- For information on ordering certificates, copies of documents and/or status reports or to request a more extensive search, refer to **Information Requests**.
- For help with searching an entity name, refer to **Search Tips**.
- For descriptions of the various fields and status types, refer to **Field Descriptions and Status Definitions**.

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DISPLAY CONSPICUOUSLY AT PLACE OF BUSINESS FOR WHICH ISSUED

CALIFORNIA STATE BOARD OF EQUALIZATION

CERTIFICATE OF REGISTRATION - USE TAX



ACCOUNT NUMBER

01/28/2015 SC OH 102-784788

METASOURCE HOLDING LLC

METASOURCE LLC

12894 S PONY EXPRESS RD STE 700

DRAPER, UT 84020-8334

IS REGISTERED WITH THE CALIFORNIA STATE BOARD OF EQUALIZATION (BOE) AND IS AUTHORIZED TO COLLECT STATE AND LOCAL USE TAXES REQUIRED TO BE COLLECTED UNDER PARTS 1 AND 1.5 OF THE CALIFORNIA REVENUE AND TAXATION CODE, AND TO FURNISH RECEIPTS THEREFOR. FURTHER, THE SAME AUTHORITY EXTENDS TO SELLERS, WITH RESPECT TO COLLECTION OF TRANSIT DISTRICT USE TAXES UNDER PART 1.8 OF THE CALIFORNIA REVENUE AND TAXATION CODE, WHO ARE ENGAGED IN BUSINESS IN A TRANSIT DISTRICT IMPOSING TRANSIT DISTRICT USE TAXES, OR WHO, IF NOT ENGAGED IN BUSINESS IN A TRANSIT DISTRICT, HAVE BEEN AUTHORIZED TO COLLECT TRANSIT DISTRICT USE TAXES.

For general tax questions, please call our Customer Service Center at 1-800-400-7115 (TTY:711).

For information on your rights, contact the Taxpayers' Rights Advocate office at 1-888-324-2798 or 1-916-324-2798.

BOE-442-U REV. 11 (11-14)

Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF
DELAWARE, DO HEREBY CERTIFY "METASOURCE, LLC" IS DULY FORMED UNDER
THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A
LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF
THE TWENTY-SEVENTH DAY OF OCTOBER, A.D. 2015.



4368730 8300

SRN 20150515968

You may verify this certificate online at corp.delaware.gov/authopen.shtml


Jeffrey W. Bullock, Secretary of State

Authentication 10305581

Date: 10/27/15

Scope of Work/Services

General

1. Services shall be provided between the hours of 8:00 a.m. and 4:00 p.m. (PST), Monday through Friday. Departments may grant, on an individual basis, permission to perform services at other hours.

MetaSource understands and will continue to adhere to this requirement.

2. Contractor shall preserve confidentiality of all information discovered in the performance of this Agreement. If a breach should occur as a result of Contractor's actions, Contractor shall be held liable.

MetaSource understands and will continue to adhere to this requirement. The City can be assured that our operations are inherently designed to mitigate project risks. Due to the standards we have implemented throughout our operations, MetaSource has never experienced a security breach in the performance of any contract.

We understand that successful execution of the City's project requires more than just scanning and data capture. Given the type of information contained within the documents it also requires a partner with a robust security regimen and well-developed risk mitigation strategies. By protecting our systems with a comprehensive set of best practices and controls, we actively mitigate potential threats through a combination of physical, electronic, and administrative controls. Audited and compliant as SOC/AT101 (SSAE 16) and PCI-DSS Level 1, we have achieved a 100% approval rate during frequent security audits by the largest insurers and credit card issuers in the world. Some highlights of MetaSource's safeguards that will continue to ensure the security of all City documents and data within our possession are presented below.

Administrative Safeguards

- MetaSource has a designated Security Officer who is responsible for developing and implementing all required policies and procedures, as well as manuals, guidance, and employee training.
- Procedures clearly identify employees or classes of employees who will have access to hardcopy and electronic PII/PHI. Access to PII/PHI is restricted to only those employees who have a need for it to complete their job function.
- Procedures address access authorization, establishment, modification, and termination.
- MetaSource maintains an ongoing training program regarding the handling of PII, as well as security awareness and ethics; employees undergo initial training upon hire, with refresher training provided annually.
- Full background employee screenings that cover criminal/civil background checks, drug screening (as required), past employment verification, education level, technical experience level, reference check, government/military experience, and background diversity of performing numerous jobs and tasks.
- Each MetaSource staff member is required to sign a confidentiality/non-disclosure agreement upon employment, and will sign client-specific confidentiality agreements as required.
- We typically implement contractual clauses stating that MetaSource will meet the same data



protection requirements that apply to the covered entity.

- Procedures are in place to address and respond to actual or potential security breaches, to include written client notification of any non-permitted use or disclosure of PII.

Physical Safeguards

- Client work is performed in a secured area that is protected by key access reader technology and security camera monitoring. MetaSource's operational project team is responsible to ensure that all hardcopy documents and project-specific materials are accounted for and maintained within a secured designated storage area.
- Operations (prime and backup) maintain uninterruptible power supply for all equipment and systems supporting the project and its operations, including generators. There are multiple feeds to avoid a single point of failure in the power supply, with ample surge protection devices installed.
- All employees are required to wear MetaSource -issued identification badges at all times and carry facility access cards for entrance into MetaSource main operations center and warehouses.
- CCTV is installed on all facility entrances/exits, as well as receiving, production, storage, and computer room areas.
- MetaSource's document reconciliation program provides a full lifecycle audit trail, from receipt of delivery through processing and return delivery.
- Incoming visitors are not allowed entrance to the building unattended, and must register at the front desk to obtain a visitor badge and entrance to the lobby. Visitors are allowed into production-related areas only when accompanied by a MetaSource employee with valid access privileges.
- Clean work area policy - employees are required to leave coats, purses, briefcases, and other personal items in lockers outside of production areas.
- Any client information provided for training purposes and quality control examples is kept secured until shredded in accordance with strict destruction protocol.
- Servers and communication lines are located in a separate room within the IT Department. They also require individually assigned swipe card clearance – only IT staff that requires access to the server room is granted access.
- Computer screens automatically lock after 15 minutes of idle time to protect and prevent the display of any confidential information. Employees are also required to lock PCs before leaving their desks for breaks.
- Sites are outfitted with full fire suppression systems, as well as alarm systems, that are integrated with the local fire and police departments.
- No food, drink or any other substance that could potentially spill or otherwise damage client source material is allowed in any area where the source material is being processed or stored.

Technical Safeguards

- All client processing, management and storage occur on an electronically segregated data repository instance.
- All electronic client files are isolated from any other client data.

- 3. The chain of custody of the documents shall be protected from pick up through scanning by the contractor.***

The platform will provide a detailed audit trail and lifecycle reconciliation of all City documents and data within our possession. It also gives us powerful tools for managing workflows and identifying the location of work within the system -- even down to the individual record level. MetaSource has customized this tracking system with advances such as automated transmission of work to our production facilities and tracking of paper documents at batch time, prior to

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scanning and image creation. Automation allows us to effectively and dramatically minimize errors in processing and maximize our capacity for data handling.

The City-generated inventory list will be loaded into our tracking system. The file numbers will be validated for accuracy using the reference file provided by the City if applicable. Any discrepancy will be reviewed and corrected in the inventory information. Boxes will be checked into the system by scanning the box numbers and confirming receipt of the physical box. Each box will be processed in a single electronic batch. A batch level barcode page and a barcode page for each file will be produced. The set of separator sheet containing the file number information will be paired with each box.

4. Contractor shall ensure that only qualified and competent personnel are permitted on the job site and that the work shall be safely performed by the highest industry standards.

Our account governance team brings the City extensive experience in government sector requirements. Our most seasoned industry professionals will manage and support this contract – as depicted in the following table, they possess more than 100 years of combined client-focused document conversion knowledge and business process outsourcing experience. This team has a **long history with the City and its systems** and in implementing end-to-end operations and processes, reducing costs, and improving access to crucial content.

Name/Title	Project Role	Experience with the City	Industry Experience
Hal Redjai Senior Director Business Development State and Local Government	Single point of contact for all account management responsibilities	4 years	28 years
Steve Cooley Project Director	Single point of contact for production and operations	4 years	30 years
Rubi Alvarez Production Manager	Oversee daily operational activities	6 years	8 years
Bill Jones Associate Vice President BPO Service Delivery	Executive oversight	4 years	35 years

With in-built flexibility to meet fluctuating client volumes, MetaSource currently has sufficient staffing in place to support the City contract without having to execute a hiring cycle. We will create capacity and staffing plans to ensure our ability to meet or exceed all City turnaround requirements. Our staffing model will allow for any contingency encountered in order to stay on task and not jeopardize the completion schedule. Any additional staff needed will be fully trained on City requirements; the average tenure of the production staff in MetaSource's Anaheim production 18+ months.

Extensive employee training is key to outputting high-quality project deliverables for our clients. New employees are thoroughly educated in MetaSource's cultures and values, basic operations at each production level, security protocol, and confidentiality requirements. Once assigned to a specific production position, employees undergo significant process training. Depending upon task complexity, production training ranges from 20 hours and a bi-weekly follow up to 60 hours with a daily follow up for one week. We have more than 10 different positions within the production environment, responsible for more than 50 different work applications. Training is specific to the intended application. We provide the following training methodology sample used, in this case, for data capture.

MetaSource's gated operator certification process is not simply a training process, this is our way of knowing that every person on the project is capable of doing the work and that they have a clear understanding of the impact of the quality on our clients. MetaSource's operator certification process ensures that no operator performs live work until they have been trained and certified through our rigorous process, described below.

Stage 1. Instruct - How and Why	
Verbal Explanation	<ul style="list-style-type: none"> ▪ Why? <ul style="list-style-type: none"> ○ Company ○ Component of client value stream/supply chain ○ How data will be used ▪ How? <ul style="list-style-type: none"> ○ Keying rules ○ Flow of programs ○ Special functions ○ Process overview
Test Walkthrough	<ul style="list-style-type: none"> ▪ Observe keying process ▪ Group/individual keying and observation ▪ Observed test run <ul style="list-style-type: none"> ○ Key one record and explanation
GATE: Watch-Do-Teach Session	
<ul style="list-style-type: none"> ▪ Watch – Observe an expert key each field correctly and understand purpose/why the data has value to the client ▪ Do – Keyer begins keying ▪ Teach – Keyer demonstrates technically how to key each field correctly and the purpose or why the data has value to the customer 	
Stage 2. Simulate – Verify Controlled Batches	
Technical Mastery	<ul style="list-style-type: none"> ▪ Verify controlled (100% accurate) batches to: <ul style="list-style-type: none"> ○ Teach the keyer on volume (solo flight) ○ Introducing variance ○ Goal is to cover known variance
GATE: 100% Run (all batches keyed with perfect quality)	
Stage 3. Validate - Blind Key Controlled Batches	
Validate Technical Mastery	<ul style="list-style-type: none"> ▪ Implementation <ul style="list-style-type: none"> ○ Determine test set (size/how many batches) ○ Make 'perfect' test set ○ Create sample work ○ Administer test ○ Compare data (output/compare program) ○ Compile/analyze/feedback ▪ Smaller data set <ul style="list-style-type: none"> ○ Key and compare batches
GATE: 100% Run (all batches keyed with perfect quality); keyer is released to live work (Gold Star)	
Stage 4. Confirm – First Audit	
Key Live Work	<ul style="list-style-type: none"> ▪ Random quality sampling/auditing to set ▪ Success <ul style="list-style-type: none"> ○ Productivity pay ○ Quality ○ Establish goals/plan for production/quality
GATE: Establish goals/plan for production/quality	
Stage 5. Maintain – Ongoing and Review	



5. Contractor shall take all necessary precautions to prevent injury or hazards to City employees and the public and shall avoid causing any unreasonable inconvenience to any individual doing business on City property. The Contractor shall provide all applicable warning signs alerting to any dangerous conditions at the Contractor's own expense and without cost to the City.

MetaSource understands and agrees to this requirement. Our account management team will work closely with the City to set procedures and processes that will safeguard and ensure a safe and injury-free process. All assigned staff have been trained on the City's code of conduct and procedures, which minimizes risk of dangers to property and individuals. Some examples of how MetaSource accommodates the City include the display of visible badges on all employees, the use of teams of two or more to help navigate logistically when needed, picking up documents during the least busy times of the day, and ensuring continuous communication with City staff.

6. Damages to City Property: In the event that any City property is damaged as a result of the actions of the Contractor or its employees, the Contractor shall repair, at its sole expense, the damage which has occurred as a direct result of the Contractor or its employees in performing the services. Repair efforts must be performed in a manner in which ensures all warranties are maintained for any products that are damaged. Repair efforts shall include the full costs for all required labor and materials.

MetaSource understands and agrees to this requirement. Our long tenure with the City is the best testament to our record of no damage, safety and quality services.

7. Contractor representative (personnel) must be bonded, insured, have a valid California driver's license, and be uniformed and/or carry pictured company identification. Courtesy and quietness is required for working office environment.

MetaSource understands and agrees to this requirement. All staff assigned to support this contract are bonded, insured, and licensed as stated. They carry photo ID cards and respect the City's need of minimal disruption to its daily working environment.

8. In addition to the passenger elevators, a freight elevator is also available to transport documents from the floors to the first floor plaza level at City Hall. Freight elevator is only available on Monday, Wednesday, Thursday, and Friday.

Our tenure has made us very familiar with the City logistical requirements. We understand the availability limitations and will adhere to all guidelines.

9. Each department / division / floor must be invoiced separately. A detailed list of items scanned shall accompany all invoices.

MetaSource understands and agrees to this requirement.

Hardcopy Backfile Conversion

Contractor shall provide back file conversion services utilizing the taxonomy developed as detailed in Attachment G - Unified City Taxonomy. These figures provide summary estimates of documents for back file conversion. After QA/QC has been carried out on scanned and indexed documents, they will be bulk-loaded into the Laserfiche prior to the production testing task. All data must be preserved in a form identical to, or functionally equal to, the original record.

1. Scanned images might be required to be placed on a DVD or Blu-ray in order to meet state of California document destruction requirements. it is preferable to have images separated on media by each department.



MetaSource understands and agrees to this requirement. We will continue to provide scanned images to the City on DVD, Blu-ray, portable hard drive media, or SFTP as required by the City. All media and transmissions are encrypted to ensure document and data security.

2. Scanned images shall also be placed on external hard drive, or other appropriate approved media for delivery to the City. Some examples of approved media include: DVD, Blu-Ray, SFTP, thumb or zip drive.

MetaSource understands and agrees to this requirement. We will continue to provide scanned images to the City on DVD, Blu-ray, portable hard drive media, or SFTP as required by the City. All media and transmissions are encrypted to ensure document and data security. We are fully familiar with the stated requirements, and have been providing output files in compliance with the City's requirement throughout the course of our relationship.

3. Documents shall rotate to provide maximum readability (e.g. letters shall be in proper orientation when document is displayed without rotation.)

After scanning, each image is automatically imported to the MetaSource image enhancement module, where it will undergo the following automated image cleanup processes:

- Image orientation
- De-skewing, de-speckling, and smear removal
- Blank back side page recognition and removal (based upon predetermined pixel counts /threshold settings)
- Separator sheet removal
- Background smoothing
- Contrast adjustment

MetaSource's scanning software is an advanced application that, among other capabilities, reviews each image (100% image review) as it is captured for overlap, skew, etc., and automatically flags document exceptions for immediate correction – resulting in significantly less rescans downstream in the Quality Control process. Our state-of-the-art image processing software and process will ensure best quality image, which can address items such as (but not limited to) image despeckle and deskew, image border removal, and cropping.

4. Contractor shall use 300 dpi or higher for those documents where it is required to meet the quality standards.

MetaSource recommends that all standard size documents be scanned at 300 DPI. 300 DPI will allow for quality image output, and also support higher-quality searchable output if required. MetaSource can also provide higher DPI and or color JPG images, if necessary, to ensure the readability of the document

5. The preferred output format would be multipage TIF.

Output will be provided in multi-page TIFF format per the City's requirements. Should the City require an alternate format, we offer the flexibility ability to support all industry-standard formats (e.g., multi-page PDF).

6. The Contractor shall not scan blank documents.

All documents will be scanned in duplex with blank backs removed during image enhancement. MetaSource's software will flag blank images indicating that the image is to be deleted at export. As the final step of the QA process on a file, images that have been flagged for deletion are presented to the



operator for a second verification. MetaSource prefers to apply a conservative approach to blank back deletion and would rather deliver an image that may not necessarily be needed versus deleting an image that must be saved.

7. It is not the Contractors responsibility to determine duplicates or retention.

MetaSource understands and will continue to adhere to this requirement in the upcoming contract.

8. Contractor shall perform a consistency check on 20% of the processed images. This shall include image clarity, orientation, and accuracy. The City will be doing their own validation as well and will make every effort to review delivered images in a timely fashion.

Our standard process is based on Six Sigma methodology, with the commitment of final deliverables having a defect rate between 5 and 6 Sigma. What this translates to for the City is that the final image output (considering all processes) yields a 99.8% to 99.99% defect-free product.

- Clear and documented SOW prior to initiation of production
- 100% digital image inspection at capture/scanning stage
- 100% digital image inspection at index and QC stage
- 20% (minimum) sampling paper to image verification performed on daily output

Our ability to provide these high levels of accuracy clearly differentiates MetaSource from our competitors. Operators review every image and all index data on the screen during the QA review process. They will:

- Verify all pages have been scanned from front to back
- Review source documents (paper to image verification)
- Ensure every page is complete, clear, and as readable as the source page
- Ensure every page is right reading

The QA module displays every page, and the operator has the ability to perform full page/screen review on any page to verify its quality and detail. Image review will include, but is not limited to, image contrast verification, resolution, clarity, completeness, etc. The operator will have the option to enhance or reject images based on client specifications, and decide the proper next steps (enhance, re-scan, etc.). The operator also has the ability to select a single image and instantly toggle back and forth between the black and white, grayscale, or color versions of the image to identify and select what is the most legible.

MetaSource uses a stage-gate method where milestones (gates) are reviewed to ensure success at each stage of design/implementation – quality is designed into the system and is a required goal of each stage. For example, our quality process begins at design during the first discussion with our clients on how to capture their data. We also look for ways during the programming and testing, project ramp up, and full production to incorporate edits, validation tables, and other tools to foster quality throughout the workflow.

MetaSource's QA process, coupled with our state-of-the-art capture technology (hardware and software), ensures quality through the entire document conversion process. The process is meant to safeguard against common human errors, i.e., paper handling, miscounting, double feeds, etc. Our extensive QA process allows the City to realize tangible savings with its backend quality review tasks.



Sampling Paper-to-Image Verification Performed on Daily Output

MetaSource will review a minimum of 20% of the files for accuracy. MetaSource will perform an 'image to source document' review of images. MetaSource will randomly pick and audit 20 % of ready to deliver images against the actual paper file. This is an unparalleled quality step that sets us apart from our competitors. Any error found will be logged and remediated. MetaSource will utilize this information to make any adjustment to the procedure and/or systems to ensure the soundness of the overall process.

PLEASE NOTE THIS IS PART OF OUR BEST PRACTICES KEYS TO SUCCESS. THIS PROCESS IS A POST-QA PROCESS (BEYOND ALL OTHER IMAGE QC STEPS).

MetaSource will evaluate the findings to create a corrective action plan through operator re-training or system enhancements. We will also utilize the findings to calculate and report the quality against service level agreements (SLA). All SLAs will meet or exceed City-established baselines for quality. Quality SLA results will be tracked for historical review and ensure that the process improvement goals are met. The QA log and reporting will include the following:

- Root Cause Analysis (RCA), if applicable
- Quality category (scan, prep, system component, etc.)
- Description
- Processing date
- QA operator name
- Operator(s) responsible for the defect

This report will also contain any feedback received from the City. The quality log/report will be reviewed with City-designated contact ongoing basis. We will continue to adhere to all requirements of the City pertaining to output quality.

9. Optical Character Recognition (OCR) services: This process shall provide an accurate conversion of image data into a searchable TIFF or if requested PDF format.

Files will be processed with OCR software and the resulting output will be a searchable TIFF or PDF/A file. OCR is performed using custom modules developed within our capture platform, specifically for tasks similar in scope.

10. Services shall be in accordance with standards set by the American National Standards Institute (ANSI) and Association for Information and Image Management (AIIM).

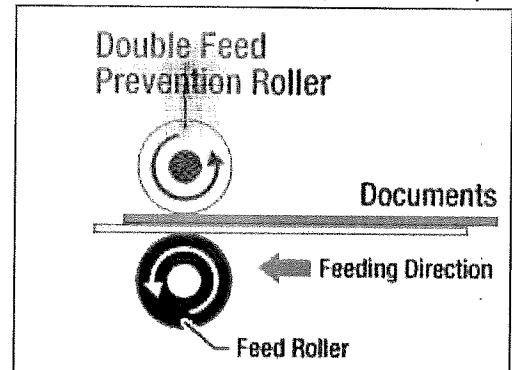
MetaSource adheres to the following ANSI/AIIM, ANSI American Society for Quality (ASQ), and ISO imaging and library standards for document preparation and image processing.

- ANSI/AIIM TR15-1997: Planning Considerations, Addressing Preparation of Documents for Image Capture—for document preparation
- ANSI/AIIM MS44-1988 (R1993): Recommended Practice for Quality Control of Image Scanners—for scanner quality control to ensure continued maintenance of an established level of quality
- ANSI/AIIM TR19-1993: Electronic Imaging Display Devices—for selecting imaging devices
- ANSI/AIIM MS55-1994: Recommended Practice for the Identification and Indexing of Page Components (Zones) for Automated Processing in an Electronic Image Management (EIM) Environment—for zoned OCR quality control



- ANSI/AIIM TR34-1996: Sampling Procedures for Inspection by Attributes of Images in Electronic Image Management (EIM) and Micrographics Systems or ANSI Z1.4 Systems—for sampling rules and quality assurance sampling rules on image quality control
- ANSI/ASQ Z1.4-2003: Sampling Procedures and Tables for Inspection by Attributes – for quantifying performance
- ANSI/ASQ Z1.9-2003: Sampling Procedures and Tables for Inspection by Variables for Percent Nonconforming – for quantifying performance
- ANSI/NISO Z39.85-2007: The Dublin Core Metadata Element Set for defining metadata elements for resource descriptions
- ISO 19005-1: Document Management—Electronic Document File Format for Long Term Preservation—for storage (PDF/A)

MetaSource's scanning methodology is a proven and tested process and utilizes multiple checks and balances between hardware, software and most importantly operators. At no point of the process is any blind scanning being performed. Documents will be digitized using state of the art scanning technology, which includes an ultrasonic sensor for the detection of double feeding. Double feeding can be detected even if scanned documents that contain paper of various thicknesses. These sensors allow for the protection of the pages against double feeds, jams and tearing of pages. Ensuring reliable scanning of large amounts of documents, the 'double-feed prevention roller' helps prevent scanning miss-feeds. Assisting the document feeding process, the double-feed prevention roller separates the feeding documents from the second sheet onward. This reduces, and ultimately helps to prevent, the number of occurrences of sheets coming through as a double-feed.



All scanned images will be a mirror representation of the original. Should color be required, MetaSource will provide color images.

The scanning software is an advanced application that, among other capabilities, reviews each digital image (**100% digital image review**) as it is captured for overlap, skew, etc., and automatically flags document exceptions for immediate correction—resulting in significantly less rescans downstream in the Quality Control process. Our state-of-the-art image processing software and process will ensure best quality image, which can address items such as (but not limited to) image despeckle and deskew, image border removal, and cropping.

11. The City will be responsible for preparing/boxing and inventory list for boxed documents for pickup by the Contractor.

MetaSource understands and acknowledges that the City will prepare all boxes in advance of pickup. Our account mgmt. team will work closely with the City to set procedures and processes to ensure the City provided box inventory meets our established and industry best practices as it pertains to chain of custody processes. With that said, we understand there will be circumstances where MetaSource will be required to perform a high-level review of the quality of the City-performed preparation and manifest activities.

12. The Contractor shall perform "Document Preparation" as necessary to scan all files. Preparation of Documents to be Scanned: this includes removing all staples and paperclips, repair all torn documents with non-reflective tape, straighten all folded plans and mount any irregular size memorandum on standard "8.5 x 11" paper and other wise make the documents ready for processing.

Standard preparation tasks include:

- The insertion of document separator sheets
- The removal of any paper clips, staples, glue, and other bindings from papers to be scanned
- The straightening and flattening of any papers as required
- Repair of documents and clear taping of tattered edges
- Taping of partial sheets to carrier sheets
- Removal of all sticky notes
- Stamp 'best copy' on documents that do not appear to be in good order for image quality

13. The Contractor shall develop project plan and schedule to ensure common understanding of both the Contractor's and City's respective obligations upon award. The plan should address the City goals and objectives, provision for customer service, method of escalation and issue resolution, along with identification of deliverables, milestones, due dates to include response times, list of all contract modifications issued, identified reports, and responsible party. The plan shall also detail the methods that the City will use to monitor the Contractor in order to determine and measure satisfactory performance under this Contract.

As evidenced by our current relationship with the City, we believe that the ability to perform within the City's time and budget constraints and providing sound work plans are MetaSource's main differentiators. Our current tenure with the City will allow for **near-immediate live production** upon contract award. MetaSource utilizes scanning/data capture platforms that allow rapid configuration of components that change based upon client contractual requirements. We will work closely with the City to validate volumes and make any process recommendations based on our previous experience with City engagements.

MetaSource will refine solution components that take the City's upcoming logistical needs into consideration, while producing output that deliverables that meet or exceed the City's expectations. Importantly, our long tenure with the City eliminates the need for lengthy implementation hours, and the tedious learning curves involved with these types of projects. MetaSource does plan to review all City business requirements upon contract award to ensure the application of best practices and optimal operational efficiency.

Statement of Work and Business Requirements Document Development

MetaSource will update or prepare a Statement of Work (SOW), signed off by the City, which will serve as the foundation of all project requirements. This SOW will reiterate the details of all contracted services to be provided ('what we will do') and include the project's functional and technical specifications. Upon approval, the SOW will be followed by a mutually agreed upon Business Requirements Document (BRD). The BRD will thoroughly describe how we will deliver the solution and include details related to infrastructure, resources, and operational requirements that must be in place for a successful solution program. The BRD will also serve as a reference for MetaSource production staff when questions or issues arise during daily work activities.

The BRD lists the business rules and associated business and technical requirements that MetaSource must comply with in order to meet our contractual requirements with the City. When a question or issue arises within a standard workday, the BRD would provide appropriate guidance to MetaSource for taking City approved action to reach a resolution. MetaSource staff should be able to refer to the image



conversion process step to determine the requirements and proper course of action. Finally, the BRD serves as a common understanding between the City and MetaSource. The City may also use the BRD as a reference to ensure that agreed upon services and requirements are being met.

Project Implementation

MetaSource's implementation process is a well-defined practice that couples our Business Development and Project Management groups working together before the contract is signed, and all MetaSource key internal organizations after the contract is signed. Our implementation process follows three distinct

The current City-MetaSource partnership and our experience with the stated scope of work ensures minimal disruption to the City's daily activities.

phases: design, pilot, and ramp-up. In the design phase, MetaSource will request and gather detailed project specifications from the City. From that information, we will build and present a project plan to the City for joint review. Upon City sign off, MetaSource will begin development/configuration of our internal platforms and systems to meet City requirements.

MetaSource has the capacity and resources to implement projects very quickly. Based on our experience, the most critical factor in a speedy implementation is receiving rapid communication on questions and data sets returned to our clients. We will continue to ensure that communication channels with the City are open, accurate, and timely.

The design, implementation, and ramp up of this contract will be handled by the MetaSource Project Manager. The Project Manager will work closely with our Account Manager to ensure a smooth transition from implementation to day to day operations, at which time the Account Manager will assume primary responsibility. Implementation will also require almost daily communications between MetaSource and City project and account management staff. A detailed open-items tracking log will be developed and maintained by the Account Manager to monitor all ongoing operational tasks. The log includes start date, description of the item, next steps, owner and targeted completion date.

City Monitoring of Quality

The City will continue to have access to ProjectLink, described in full in the following response, to monitor MetaSource's adherence to all service level agreements.

14. Reporting: Contractor will be expected to provide the City with semiannual or quarterly reports with that will contain at minimum date of pickup, number of documents scanned, department serviced, date of completion, documents types scanned.

MetaSource will continue to provide real-time production reporting through our client portal, ProjectLink, enabling the City to know exactly how much work was transported/received, processed, status within production, and when complete.

Summary Report: The summary report is the most standard report that illustrates a high-level view of the total documents that have been received daily, the total scanned and the total that have been returned. This report is best used for tracking the daily work and volume trends.

Work in Progress Report: The work in progress report is a more detailed version of the Summary report that includes the status of documents and their volume. For time-sensitive procedures this provides an up to the minute picture of the records' progress.

Barcode Report: The barcode report tracks the volume of documents on any given day and successful



capture of each document's barcode during scan time. This report shows the capture success rate of the barcode field.

Service Level Agreement (SLA) Report: The SLA report identifies document processing turn-around time. It identifies how many documents were received, processed; and resulting data files delivered back to the customer within the SLA turnaround time, as well as processing that did not complete within the SLA time. Results are viewable on a daily, hourly, or individual job basis.

15. Quality Control: *There shall be a process in place to ensure that scanned images are complete and accurate. The contractor will perform a 100% frame by frame inspection and rescan any documents where:*

- a. There is substantial loss of detail when compared to the original*
- b. The tonal values are uneven*
- c. The contrast is too low or too high*
- d. There are skewed or misaligned images*
- e. All data must be preserved in a form identical to, or functionally equal to, the original record.*
- f. Upon request documents shall rotate to provide maximum readability (e.g. letters shall be in proper orientation when document is displayed without rotation.)*

As stated previously, our standard process is based on Six Sigma methodology, with the commitment of final deliverables having a defect rate between 5 and 6 Sigma. What this translates to for the City is that the final image output (considering all processes) yields a 99.8% to 99.99% defect-free product.

- Clear and documented SOW prior to initiation of production
- 100% digital image inspection at capture/scanning stage
- 100% digital image inspection at index and QC stage
- 20% (minimum) sampling paper to image verification performed on daily output

Our ability to provide these high levels of accuracy clearly differentiates MetaSource from our competitors. Operators review every image and all index data on the screen during the QA review process. They will:

- Verify all pages have been scanned from front to back
- Review source documents (paper to image verification)
- Ensure every page is complete, clear, and as readable as the source page
- Ensure every page is right reading

The QA module displays every page, and the operator has the ability to perform full page/screen review on any page to verify its quality and detail. Image review will include, but is not limited to, image contrast verification, resolution, clarity, completeness, etc. The operator will have the option to enhance or reject images based on client specifications, and decide the proper next steps (enhance, re-scan, etc.). The operator also has the ability to select a single image and instantly toggle back and forth between the black and white, grayscale, or color versions of the image to identify and select what is the most legible.

MetaSource uses a stage-gate method where milestones (gates) are reviewed to ensure success at each stage of design/implementation – quality is designed into the system and is a required goal of each stage. For example, our quality process begins at design during the first discussion with our clients on how to



capture their data. We also look for ways during the programming and testing, project ramp up, and full production to incorporate edits, validation tables, and other tools to foster quality throughout the workflow.

MetaSource's QA process, coupled with our state-of-the-art capture technology (hardware and software), ensures quality through the entire document conversion process. The process is meant to safeguard against common human errors, i.e., paper handling, miscounting, double feeds, etc. Our extensive QA process allows the City to realize tangible savings with its backend quality review tasks.

Sampling Paper-to-Image Verification Performed on Daily Output

MetaSource will review a minimum of 20% of the files for accuracy. MetaSource will perform an 'image to source document' review of images. MetaSource will randomly pick and audit 20 % of ready to deliver images against the actual paper file. This is an unparalleled quality step that sets us apart from our competitors. Any error found will be logged and remediated. MetaSource will utilize this information to make any adjustment to the procedure and/or systems to ensure the soundness of the overall process.

PLEASE NOTE THIS IS PART OF OUR BEST PRACTICES KEYS TO SUCCESS. THIS PROCESS IS A POST-QA PROCESS (BEYOND ALL OTHER IMAGE QC STEPS).

MetaSource will evaluate the findings to create a corrective action plan through operator re-training or system enhancements. We will also utilize the findings to calculate and report the quality against service level agreements (SLA). All SLAs will meet or exceed City-established baselines for quality. Quality SLA results will be tracked for historical review and ensure that the process improvement goals are met. The QA log and reporting will include the following:

- Root Cause Analysis (RCA), if applicable
- Quality category (scan, prep, system component, etc.)
- Description
- Processing date
- QA operator name
- Operator(s) responsible for the defect

This report will also contain any feedback received from the City. The quality log/report will be reviewed with City-designated contact ongoing basis. We will continue to adhere to all requirements of the City pertaining to output quality.

Handling and Receiving Requirements

1. Contractor and/or subcontractors will be expected to meet requirements for handling sensitive or privileged information and/or data such as Personally Identifiable Information (PII), Health Insurance Portability and Accountability Act (HIPAA), intellectual property, or other confidential, proprietary, or sensitive data. Requirements may include, but are not limited to, a non-disclosure agreement (NDA) or business associate's agreement

MetaSource's security procedures clearly identify employees or classes of employees who will have access to hardcopy and electronic PII/PHI. Access to PII/PHI is restricted to only those employees who have a need for it to complete their job function. Procedures address access authorization, establishment, modification, and termination. We also maintain an ongoing training program regarding the handling of



PII/PHI, as well as security awareness and ethics; employees undergo initial training upon hire, with refresher training provided annually.

MetaSource requires all employees to undergo full background screenings that cover criminal/civil background checks, drug screening (as required), past employment verification, education level, technical experience level, reference check, government/military experience, and background diversity of performing numerous jobs and tasks.

All staff undergo the following security training/certifications on an annual basis (and upon initial hire). We also incorporate client required non-disclosure agreements and specialized screenings and security training upon request.

1. Review of the non-disclosure agreement
2. Sign non-disclosure agreement
 - Employee signature
 - Supervisor signature
3. Review of security awareness issues
 - Safeguarding passwords, keys, and card access keys
 - Confidentiality of client information
 - Reporting any suspicious activities to supervisors
4. Review of possible courses of action for breach of security procedure
 - Suspension or termination from employment
 - Prosecution to the fullest extent of the law

2. For handling data with additional security requirements such as criminal justice information systems (CJIS) information, Critical Infrastructure Protocols (CIP), or Contractor and/or subcontractors are expected to meet any and all requirements of associated regulatory agencies. Agreements may include, but are not limited to, fingerprinting, background check, a nondisclosure agreement, and/or a business security agreement.

MetaSource will continue to adhere to all applicable security protocol associated to the particular documents we are handling, as agreed upon in the initial job requirements.

3. The amount of documents, drawings, microfiche, or microfilm that can be released at one time to the Contractor will be determined by each department.

MetaSource will work with each department to determine the amount and frequency of material released to achieve the maximum advantage of project success criteria and the City's expectations. We have the ability to expedite the processing of on-demand requests of material in our procession with a same-day turnaround (in most cases less than four-hour turn) for image delivery and 12 hour turnaround for physical material delivery.

Tracking and Inventory of City Documents

1. Contractor will inventory and acknowledge the receipt of all items received. It is intended that the Contractor will maintain an automated tracking system to allow for the retrieval of any document that is in process. Any discrepancies between the City's Department's inventory transmittal and the items received by the Contractor are to be resolved with ten (10) calendar days. After scanning/media conversion services have been completed on a pickup from the City, the Contractor will be required to perform a final quality control step that compares the final

output to the manifest that the City provided to ensure that every document has been digitized and indexed. The Contractor will be required to provide to the City a report comparing the documents provided to the final output with each product delivery. The City will implement this process in conjunction with the contract and is open to process re-engineering as suggested by the Contractor.

Due to the sensitivity of the materials to be processed the pickup step is extremely crucial to initiate chain of custody. The City will box and stage all files to be processed. A MetaSource technician will arrive at the City site during the pickup to manage the transfer process. We recommend that a City representative also be present during this process. We will apply a unique ID barcode label to the outside of each box staged by the City, and capture that unique number in a manifest. The manifest will be updated as each ID label is applied and the related box is loaded into the transport vehicle. The transportation preparation processes will include:

- Boxes will be staged for front end inventory.
- The MetaSource agent will attach a box number barcoded identifying label. The barcode labels will contain the file type of the contents and a unique box number.
- MetaSource will coordinate box/file validation (file-level) and manifesting, utilizing the City's provided box manifest information.
- A hard copy manifest sheet will be inserted into the box.
- MetaSource will ensure all boxes are sealed for safe, secure and are tamper-proof taped prior to transport.
- MetaSource will provide a shipping manifest to the City, which will include unique box numbers.



Both the City and MetaSource will sign and date the verification form before any boxes leave the City's site. This form will also be accompanied by a manifest created by MetaSource while onsite during the transfer process. We will ensure that the number of boxes on the manifest matches the form. No documents will leave the site until the shipment is reconciled and agreed upon.

Upon arrival at our Anaheim operations center, boxes will be unloaded and immediately brought into a secured area with controlled access for intake. As boxes are logged into MetaSource's tracking platform, we will re-inventory boxes using the shipping manifests; any discrepancies will be immediately addressed. MetaSource will send the reconciled inventory list to the City.

2. Pick-up and Turnaround Time: The Contractor shall pick up all City documents that are to be scanned and/or have media conversion from designated City sites within 7 business days of receiving the request from the department. Locations for pickup will be mostly at City Hall and a few very near. The Contractor shall scan the documents within the turnaround time as cited in the Bid Section from when the documents are picked up. The City reserves the right to make award based on turnaround time quoted. Failure to conform to the pick-up and turnaround time requirements may cause the contract to be cancelled.

As demonstrated by our current performance with the City departments we currently serve, MetaSource continues to meet all required service level agreements. Our staffing model allows for any contingency MetaSource may encounter in order to stay on task and not jeopardize completion schedules.

3. The City and the awarded Contractor will mutually develop a procedure, as well as a pickup and delivery schedule. The City's plan is for weekly pickups. The City will determine the pickup locations and shall also require the Contractor to schedule a regular pick up of documents to be scanned and media conversion services performed.

The City and MetaSource currently adhere to a monthly pickup schedule under the present contract, but can make weekly pickups if required by the City. The City contacts MetaSource's Client Services group to request pickups, and we anticipate that this process will remain in place under the upcoming contract. We also perform as-needed pickups at the City's request. We are fully familiar with the City's pickup locations, as well as its document types and business requirements.

4. Transportation of City Documents: All City documents must be transported in closed, preferably climate controlled, vehicles. If magnetic media is involved, Contractor will be responsible for ensuring all items are secured and protected within the applicable vehicles. FedEx/UPS or other common courier is acceptable means of pick up.

Boxes of City documents will be loaded into an appropriately-sized vehicle and a serialized seal will be utilized to secure the shipment. The serialized seal information will be communicated to our receiving/intake team. MetaSource will transport boxes of City documents using company-owned and operated vehicles. Our drivers are thoroughly trained and reliable, and will ensure that documents are attended to at all times. We maintain a strict chain of custody from the time the documents are picked up until delivery to our facility.

5. Hard Copy Storage: The Contractor will maintain the City hard copy documents in a secure archival environment for a period of not less than 120 calendar days.

MetaSource will provide temporary storage of City documents within our Anaheim operations center. Access to the Anaheim facility is controlled by key card access. Key card access is also required for restricted areas inside the location where City documents will be stored and processed. Our operations center is monitored by a 24/7 security system that includes sensors for burglary, smoke, and fire. Video cameras monitor all interior entry points and the server room. Visitors are not allowed within the facility unless registered at the reception area (where they will be issued a visitor identification badge) and accompanied by an escort while in the building. Our employees are trained to challenge any visitors whose badge is not visible. City documents will be, unless securely stored in a locked and cctv monitored area, under the direct supervision of qualified and trained MetaSource staff. Access to the documents will be based on least privilege; specifically, if an employee has no reason to access documents to perform his/her job function, access will be denied. Additionally, the facility is protected via powder chemical fire suppression methods.

Record Accessibility

The City will require designated City Staff to have access to original City documents supplied to the Contractor for Scanning and/or Media Conversion services in the event a document is needed. The Contractor will provide the ability to locate and return to the City any original document that is in the possession of the Contractor within two (2) business days from the time of request by an authorized department contact. After the City has fulfilled its need the Contractor shall also pick up these documents and return with them to the Contractor site to either complete the scanning or conversion process, whichever applies.

MetaSource understands that the City may have the need to access documents within our possession, and will pull and fulfill all City document requests at any time during the conversion process. We have the ability to expedite the processing of on-demand pull requests of material in our possession with a same-day turnaround (in most cases less than a four-hour turn) for electronic image delivery and a 12-hour turnaround for physical material delivery.

Once the City issues a request for a file/document/record, MetaSource will either provide the original document or prioritize the processing of the requested item and provide an encrypted electronic copy (scan-on-demand) of the file. Should the City require hardcopy versions of specific documents, files, or

boxes, MetaSource agrees to fulfill such requests within 12 hours. MetaSource will ensure the requested files are prioritized for completion of scanning prior to shipment.

Records Destruction

Once the City receives from the Contractor its scanned images, indexed files, and has checked both for clarity and accuracy, the City will provide written approval to the Contractor to shred the original documents. The City prefers the Contractor (if NAID certified) to do the shredding themselves on the Contractor's site, but the City will permit Contractor to hire an outside Contractor that will perform shredding on the Contractor's site (the City will not permit its documents to be taken off the Contractor's site for shredding). If the Contractor hires an outside shredding Contractor to do the shredding on the Contractor's site, the outside shredding Contractor must be bonded and hold an active National Association for Information Destruction (NAID) – Papers Records Destruction Certification. Copy of certification must be submitted with Bid. In either instance, the Contractor will be required to have at least one of their own employees present during the shredding of all City documents. Once the City documents have been destroyed, the Contractor shall be required to provide the City with certificate of destruction that the Contractor signs along with a witness signature, verifying what documents have been destroyed, the date of destruction, the approval to destroy document, and that the security of the documents was safeguarded through the entire destruction process. The City reserves the right to have its own designated employee(s) present during the Contractor's destruction process. The City also reserves the right to use a different alternative for destruction of its documents if it is determined to be in the best interest of the City.

MetaSource offers destruction services for converted boxes at NO CHARGE. We will destroy hardcopy boxes of documents (shred) upon the City's request. Upon completion of destruction MetaSource will provide the City with a Certificate of Destruction. Leveraging the secure services of a bonded shredding partner, all destruction activities are performed onsite at our facility under the direct supervision of an authorized MetaSource resource. Optional video-taping and presence of City-authorized staff can be accommodated. All document destruction will be performed by and adhere to all standards outlined by NAID.

Document & Record Assumptions

- 1. Documents denote documents/records that are 8.5"x11" up to 11"x17", with the majority being the smaller size. (i.e., 95%). It is estimated that the quantity of documents to be scanned is about 10-20 million pages. These volumes should be used for estimating purposes and actual quantities may be more or less.**
- 2. Engineering Drawings denote documents/records that are greater than 11"x17" in size, including C, D, and E size drawing and maps. It is estimated that the quantity of documents to be scanned is about 1-5 million pages. These volumes should be used for estimating purposes and actual quantities may be more or less.**

MetaSource understands that the volumes provided are for estimating purposes and that actual quantities may be more or less than the stated volumes.

- 3. For bid purposes, Contractors will assume no more than three (3) index values/metadata per document.**

MetaSource will continue to apply an automated data match and merge process through the use of barcoded file separator utilizing the City-provided electronic reference file. This automated process will read the barcoded file separator sheets (unique file identifiers) inserted at the time of file preparation and match the captured data to the box inventory list. Once all files are correctly identified, the additional file information will be extracted from the City-provided data dump, and auto populated as part of the file metadata.



4. For bid purposes, Contractors will assume an average of 10 (ten) pages per document.

MetaSource has assumed an average of ten pages per document for bid purposes.

5. Microfilm: assumes the number of rolls, with 250 (two-hundred fifty) documents per roll with three (3) index values per document for bid purposes.

MetaSource has assumed an average of 250 documents per microfilm roll with three index values per document for bid purposes.

6. Microfiche: assumes fiche cards, with three (3) index values per document.

MetaSource has assumed three index values per document for bid purposes.

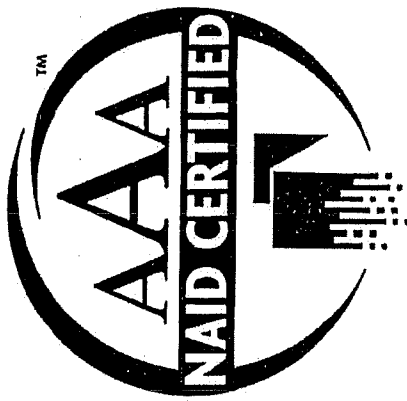
Note: MetaSource understands and will continue to comply with the outlined volume guidelines for all the aforementioned requirements.

7. Contractors will not be able to look through documents or do a walk through.

MetaSource is familiar with the City's document types.

Paper Recycling & Shredding Specialists, Inc.

is Hereby Granted NAID AAA Certification
by the National Association for Information Destruction



The National Association for Information Destruction (NAID) is the non-profit trade association recognized globally as the secure data destruction industry's standards setting and oversight body.

*The certificate holder has met the rigorous requirements of the NAID AAA Certification program and demonstrated through announced and unannounced audits that its security processes, procedures, systems, equipment, and training meet the standards of care required by all known data protection regulations.**

As a result, NAID AAA Certification also serves to meet all data controller vendor selection due diligence regulatory requirements.

The certificate holder is NAID AAA Certified for the following services and media types:

- Plant-based Operation for Paper/Printed Media Destruction
- Mobile Operation for Paper/Printed Media and Physical Hard Drive Destruction

Applicable to the following location(s):

- 1391 E Mission Blvd. Pomona, CA 91766 USA

Valid Through: February 29, 2020

Katrina Manning
NAID Certification Program Official

*NAID AAA Certification specifications are regularly evaluated/amended as necessary and service provider compliance is verified to ensure ongoing conformance with all known data protection regulations including The Privacy Act (Australia), GDPR (Europe), HIPAA, GLBA, FACTA, State-level requirements (USA), and PIPEDA, PIPA, PIPPA (Canada) in their relevant jurisdiction(s), as well as with related risk assessment, incident reporting and data breach reporting procedures and training as required therein or separately.

Bid Results**Bidder Details**

Vendor Name MetaSource, LLC
Address 1517 North Harmony Circle
 Anaheim, CA 92807
 United States

Respondee Hal Redjai
Respondee Title Senior Director-Government Services
Phone 385-351-6651 Ext.
Email hredjai@metasource.com
Vendor Type NONE

Bid Detail

Bid Format Electronic
Submitted January 15, 2019 8:52:48 AM (Pacific)
Delivery Method planetbids/8:35am Jan15th
Bid Responsive
Bid Status Submitted
Confirmation # 164092
Ranking 0

Respondee Comment**Buyer Comment****Attachments**

File Title	File Name	File Type
Final response_Full ITB+Addenda +forms+Proposal	Final response to ITB TI 19-024 City of Long beach.pdf	Completed Bid Document (all pages/sections) & any addenda

Line Items

Type	Item Code	UOM	Qty	Unit Price	Line Total	Discount	Comment
Discount Terms no discount							
SCANNIG: CATEGORY 1							
1	Documents Scanning Letter and Legal sized Documents up to 11"x17", TIF, 300 dpi includes prepping, quality control and indexing. 0 - 100,000						
	Item 001	LOT	1	\$0.0350	\$0.0350	\$0.0350	
2	Documents Scanning Letter and Legal sized Documents up to 11"x17", TIF, 300 dpi includes prepping, quality control and indexing. 100,001 - 250,000						
	Item 002	LOT	1	\$0.0350	\$0.0350	\$0.0350	
3	Documents Scanning Letter and Legal sized Documents up to 11"x17", TIF, 300 dpi includes prepping, quality control and indexing. 250,001 - 500,000						
	Item 003	LOT	1	\$0.0350	\$0.0350	\$0.0350	
4	Documents Scanning Letter and Legal sized Documents up to 11"x17", TIF, 300 dpi includes prepping, quality control and indexing. 500,001 - 1,000,000						
	Item 004	LOT	1	\$0.0350	\$0.0350	\$0.0350	

Bid Results

Type	Item Code	UOM	Qty	Unit Price	Line Total	Discount	Comment
5	Documents Scanning Letter and Legal sized Documents up to 11"x17", TIF, 300 dpi includes prepping, quality control and indexing. 1,000,001 - 1,500,000						
	Item 005	LOT	1	\$0.0350	\$0.0350	\$0.0350	
6	Documents Scanning Letter and Legal sized Documents up to 11"x17", TIF, 300 dpi includes prepping, quality control and indexing. 1,500,001 - 2,000,000						
	Item 006	LOT	1	\$0.3450	\$0.3450	\$0.3450	
7	Documents Scanning Letter and Legal sized Documents up to 11"x17", TIF, 300 dpi includes prepping, quality control and indexing. 2,000,001 +						
	Item 007	LOT	1	\$0.0345	\$0.0345	\$0.0345	
				Subtotal	\$0.5545	\$0.5545	
	SCANNIG: CATEGORY 2						
8	Document Scanning MAP/Engineering Drawings, TIF, 300 dpi includes prepping, quality control and indexing. 0 - 100,000						
	Item 008	LOT	1	\$0.5600	\$0.5600	\$0.5600	
9	Document Scanning MAP/Engineering Drawings, TIF, 300 dpi includes prepping, quality control and indexing. 100,001 - 250,000						
	Item 009	LOT	1	\$0.5600	\$0.5600	\$0.5600	
10	Document Scanning MAP/Engineering Drawings, TIF, 300 dpi includes prepping, quality control and indexing. 250,001 - 500,000						
	Item 010	LOT	1	\$0.5600	\$0.5600	\$0.5600	
11	Document Scanning MAP/Engineering Drawings, TIF, 300 dpi includes prepping, quality control and indexing. 500,001 - 1,000,000						
	Item 011	LOT	1	\$0.5600	\$0.5600	\$0.5600	
12	Document Scanning MAP/Engineering Drawings, TIF, 300 dpi includes prepping, quality control and indexing. 1,000,001 - 1,500,000						
	Item 012	LOT	1	\$0.5600	\$0.5600	\$0.5600	
13	Document Scanning MAP/Engineering Drawings, TIF, 300 dpi includes prepping, quality control and indexing. 1,500,001 - 2,000,000						
	Item 013	LOT	1	\$0.5600	\$0.5600	\$0.5600	
14	Document Scanning MAP/Engineering Drawings, TIF, 300 dpi includes prepping, quality control and indexing. 2,000,001 +						
	Item 014	LOT	1	\$0.5600	\$0.5600	\$0.5600	
				Subtotal	\$3.9200	\$3.9200	
	SCANNIG: CATEGORY 3						
15	Documents Scanning Microfiche, TIF, 300 dpi includes prepping, quality control, and indexing. 0 - 100,000						
	Item 015	LOT	1	\$0.0295	\$0.0295	\$0.0295	Price is for 16mm Jacketed Fiche. 35MM jacketed fiche is a higher rate. 35mm jacketed fiche \$0.0595. Indexing at Fiche title level.
16	Documents Scanning Microfiche, TIF, 300 dpi includes prepping, quality control, and indexing. 100,001 - 250,000						
	Item 016	LOT	1	\$0.0295	\$0.0295	\$0.0295	Price is for 16mm Jacketed Fiche. 35MM jacketed fiche is a higher rate. 35mm jacketed fiche \$0.0595. Indexing at Fiche title level.

Bid Results

Type	Item Code	UOM	Qty	Unit Price	Line Total	Discount	Comment
17	Documents Scanning Microfiche, TIF, 300 dpi includes prepping, quality control, and indexing. 250,001 - 500,000						
	Item 017	LOT	1	\$0.0295	\$0.0295	\$0.0295	Price is for 16mm Jacketed Fiche. 35MM jacketed fiche is a higher rate. 35mm jacketed fiche \$0.0595. Indexing at Fiche title level.
18	Documents Scanning Microfiche, TIF, 300 dpi includes prepping, quality control, and indexing. 500,001 - 1,000,000						
	Item 018	LOT	1	\$0.0295	\$0.0295	\$0.0295	Price is for 16mm Jacketed Fiche. 35MM jacketed fiche is a higher rate. 35mm jacketed fiche \$0.0595. Indexing at Fiche title level.
19	Documents Scanning Microfiche, TIF, 300 dpi includes prepping, quality control, and indexing. 1,000,001 - 1,500,000						
	Item 019	LOT	1	\$0.0295	\$0.0295	\$0.0295	Price is for 16mm Jacketed Fiche. 35MM jacketed fiche is a higher rate. 35mm jacketed fiche \$0.0595. Indexing at Fiche title level.
20	Documents Scanning Microfiche, TIF, 300 dpi includes prepping, quality control, and indexing. 1,500,001 - 2,000,000						
	Item 020	LOT	1	\$0.0295	\$0.0295	\$0.0295	Price is for 16mm Jacketed Fiche. 35MM jacketed fiche is a higher rate. 35mm jacketed fiche \$0.0595. Indexing at Fiche title level.
21	Documents Scanning Microfiche, TIF, 300 dpi includes prepping, quality control, and indexing. 2,000,001 +						
	Item 021	LOT	1	\$0.0295	\$0.0295	\$0.0295	Price is for 16mm Jacketed Fiche. 35MM jacketed fiche is a higher rate. 35mm jacketed fiche \$0.0595. Indexing at Fiche title level.
				Subtotal	\$0.2065	\$0.2065	
SCANNIG: CATEGORY 4							
22	Documents Scanning Microfilm, TIF, 300 dpi includes prepping, quality control, and indexing. 0 - 100,000						
	Item 022	LOT	1	\$0.0095	\$0.0095	\$0.0095	Price shown is fro indexing at roll level. Indexing at file/blip level would be at \$0.0225 per image
23	Documents Scanning Microfilm, TIF, 300 dpi includes prepping, quality control, and indexing. 100,001 - 250,000						
	Item 023	LOT	1	\$0.0095	\$0.0095	\$0.0095	Price shown is fro indexing at roll level. Indexing at file/blip level would be at \$0.0225 per image

Bid Results

Type	Item Code	UOM	Qty	Unit Price	Line Total	Discount	Comment
24	Documents Scanning Microfilm, TIF, 300 dpi includes prepping, quality control, and indexing. 250,001 - 500,000						
	Item 024	LOT	1	\$0.0095	\$0.0095	\$0.0095	Price shown is from indexing at roll level. Indexing at file/blip level would be at \$0.0225 per image
25	Documents Scanning Microfilm, TIF, 300 dpi includes prepping, quality control, and indexing. 500,001 - 1,000,000						
	Item 025	LOT	1	\$0.0095	\$0.0095	\$0.0095	Price shown is from indexing at roll level. Indexing at file/blip level would be at \$0.0225 per image
26	Documents Scanning Microfilm, TIF, 300 dpi includes prepping, quality control, and indexing. 1,000,001 - 1,500,000						
	Item 026	LOT	1	\$0.0095	\$0.0095	\$0.0095	Price shown is from indexing at roll level. Indexing at file/blip level would be at \$0.0225 per image
27	Documents Scanning Microfilm, TIF, 300 dpi includes prepping, quality control, and indexing. 1,500,001 - 2,000,000						
	Item 027	LOT	1	\$0.0095	\$0.0095	\$0.0095	Price shown is from indexing at roll level. Indexing at file/blip level would be at \$0.0225 per image
28	Documents Scanning Microfilm, TIF, 300 dpi includes prepping, quality control, and indexing. 2,000,001 +						
	Item 028	LOT	1	\$0.0095	\$0.0095	\$0.0095	Price shown is from indexing at roll level. Indexing at file/blip level would be at \$0.0225 per image
				Subtotal	\$0.0665	\$0.0665	
DESTRUCTION OF DOCUMENTS							
29	Destruction of documents after scanning and reviews of scanned images by the City is complete. Per Standard Box 15x12x10						
	Item 029	Per Box	1	0	0	0	No charge. Included for converted boxes
30	Destruction of documents after scanning and reviews of scanned images by the City is complete. Per Banker Box 12x10x15						
	Item 030	Per Box	1	0	0	0	No charge. Included for converted boxes
31	Non-paper: Shred Charge for non-paper items (i.e., disks, microfiche, video tapes, CDs, etc.) Per Standard Box 15x12x10						
	Item 031	Per Box	1	\$9.0000	\$9.0000	\$9.0000	
				Subtotal	\$9.0000	\$9.0000	
				Total	\$13.7475	\$13.7475	