

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. **35203**

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: Chino Ca ON THE 28th DAY OF January, 20 2019.
CITY STATE MONTH

COMPANY NAME: Omni Pro, Inc TIN: [REDACTED]
(FEDERAL TAX IDENTIFICATION NUMBER)

STREET ADDRESS: 8880 Benson Ave #103 CITY: Montclair STATE: ca ZIP: 91763

PHONE: 909-902-0064 FAX: 909-902-0069

S/ Akin Mohammed President
(SIGNATURE) (TITLE)

Akin Mohammed Amohammed@Omnioproinc.net
(PRINT NAME) (EMAIL ADDRESS)

S/ Cozette Green V.P of Operations
(SIGNATURE) (TITLE)

Cozette Green Cgreen@Omnioproinc.net
(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 22, 20 19.
CHARLES PARKIN
CITY ATTORNEY
[Signature]
Deputy

BID NUMBER ITB TI 19-024

The City of Long Beach is committed to provide 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.

The following information is submitted regarding the Bidder:

Legal Form of Bidder:

Corporation ☒ State of ca
Partnership ☐ State of _____
General ☐ Limited ☐
Joint Venture ☐
Individual ☐ DBA _____
Limited Liability Company ☐ State of _____

Composition of Ownership (more than 51% of ownership of the organization):

OPTIONAL

Ethnic (Check one):

☒ Black ☐ Asian ☐ Other Non-white
☐ Hispanic ☐ American Indian ☐ Caucasian

Non-ethnic Factors of Ownership (check all that apply):

☒ Male ☐ Yes - Physically Challenged ☐ Under 65
☐ Female ☐ No - Physically Challenged ☐ Over 65

Is the firm certified as a Disadvantaged Business: ☐ Yes ☐ No

Has firm previously been certified as a minority-owned and/or woman-owned business enterprise by any other agency?

☐ Yes ☐ No

Name of certifying agency: California Department of General Services

INSTRUCTIONS CONCERNING SIGNATURES

Please use the proper notary form, which applies to your type of organization on all Bid documents, attachments and bonds requiring a signature by officers of your company.

NOTE: FAILURE TO COMPLY MAY RESULT IN DISQUALIFICATION OF YOUR BID.

INDIVIDUAL (Doing Business As)

- The only acceptable signature is the owner of the company. (Only one signature is required.)
- The owner's signature must be notarized if the company is located outside of the state of California.

PARTNERSHIP

- The only acceptable signature(s) is/are that of the general partner or partners.
- Signature(s) must be notarized if the partnership is located outside of the state of California.

CORPORATION

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

OR

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

LIMITED LIABILITY COMPANY

- The signature on the Bid must be a member or, if the Articles provide for a manager, must be the manager. (Only one signature is required.)
- Signature must be notarized if the company is located outside of the state of California.

**THIS INFORMATION IS AVAILABLE IN AN ALTERNATIVE FORMAT BY
CONTACTING 562-570-6200.**

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

County of San Bernardino

Juan Ramirez Barrita Notary Public

On January 14th 2019 before me, Akin Mohammed President SRB
(insert name and title of the officer)

personally appeared Akin Azzeez Mohammed,
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 [Signature] (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
- TITLE(S)
☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER:

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES):

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

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: _____

Address: _____

Commodity/Service Provided: _____

Circle appropriate designation: MBE WBE

Ethnic Factors of Ownership: (more than 51%)

Black	(<input checked="" type="checkbox"/>)	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:

- ☒ Bid Cover Page (signed in ink)
- ☒ California All Purpose Acknowledgment, Notarized (if applicable)

Electronic Copies:

- ☒ Debarment Certification Form (Attachment A)
- ☒ Reference List (Attachment B)
- ☒ W-9 Form (Attachment C)
- ☒ Equal Benefits Ordinance (EBO) (Attachment D)
- ☒ Insurance Requirement (Attachment E)
- ☒ Secretary of State Certification Print-Out (Attachment F)
- ☒ Unified City Taxonomy (Attachment G)
- ☒ Discontinued Customers in Previous 5 Years (Attachment H)
- ☒ License & Certifications Information & Photocopies
- ☒ 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 ☒ _____ Initials am

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 3

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: Akin Mohammed
Contact Direct Phone: 909-938-1169
Contact Fax: 909-902-0069
Contact E-mail: Amohammed@omniproinc.net

SECONDARY CONTACT:

Contact Name: _____
Contact Direct Phone: _____
Contact Fax: _____
Contact E-mail: _____

EMERGENCY CONTACT:

Contact Name: Same as Primary Contact

Contact Direct Phone: _____

Contact Fax: _____

Contact E-mail: _____

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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 Contractors 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 other wise 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 up to 11" x 17"	0-100,000	Input electronically	3
2		100,001-250,000	Input electronically	9
3		250,001-500,000	Input electronically	20
4		500,001-1,000,000	Input electronically	40
5		1,000,001-1,500,000	Input electronically	60
6	Includes: <ul style="list-style-type: none">• Prepping• Quality control• Indexing	1,500,001-2,000,000	Input electronically	80
7		2,000,000 +	Input electronically	100
SCANNING: CATEGORY 2				
8	1. MAP/Engineering Drawings	0-100,000	Input electronically	
9		100,001-250,000	Input electronically	
10		250,001-500,000	Input electronically	
11		500,001-1,000,000	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	0-100,000	Input electronically	3
16		100,001-250,000	Input electronically	5
17		250,001-500,000	Input electronically	11
18		500,001-1,000,000	Input electronically	20
19		1,000,001-1,500,000	Input electronically	25
20	Includes: <ul style="list-style-type: none">• Prepping• Quality control• Indexing	1,500,001-2,000,000	Input electronically	30
21		2,000,000 +	Input electronically	30
SCANNING: CATEGORY 4				
22	1. Microfiche	0-100,000	Input electronically	3
23		100,001-250,000	Input electronically	5
24		250,001-500,000	Input electronically	10
25		500,001-1,000,000	Input electronically	15
26		1,000,001-1,500,000	Input electronically	22

BID SECTION

27	• Prepping	1,500,001-2,000,000	Input electronically	25
28	• Quality control • Indexing	2,000,000 +	Input electronically	25
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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01-14-2019

City of Long Beach

Attn: Sokunthea Kol

333 W. Ocean Blvd., Lobby Level

Long Beach, Ca. 90802

RE: RFP Proposal for Citywide Backfile Scanning Service

I hereby submit herewith a proposal for the **Citywide Backfile Scanning Services** to be performed under my supervision.

I understand that we are to carry out scanning and indexing of Records upon approval the directions of your office. The proposal enclosed is a firm and valid offer for a period of 90 Days. All employees assigned to this project including myself are free of any conflict of interest.

I believe that Our knowledge and over 20 years of experience in the record management industry serving the needs of various commercial and government entities coupled with our expertise in the handling of fragile, historic and sensitive documents for scanning and archiving or destruction is just what your respectable Organization needs for the success and completion of this project and the satisfaction of your Organization.

We do not plan to use any subcontractor on this project.

We also acknowledge the receipt and acceptance of Addendum 1 pertaining to this project. Upon assignment of this contract, We shall provide you with all necessary proof of Insurance coverage as called for in the RFP. I also hereby certify that Our Company meets and exceed all your minimum requirements of the RFP.

I attest that all information submitted with this proposal is true and correct.

We anticipate working on this project out of Our Office at 8880 Benson Ave, Montclair, Ca. 91763 and /or your Facility.

Your consideration of my proposal is highly appreciated.

Sincerely,



Akin Mohammed

Email: Amohammed@Omniproinc.net

BACKGROUND AND EXPERIENCE

Omni Pro, Inc. has been in business for 15 years but was incorporated in 2010. Our area of operation spans the entire state of California and beyond. Omni Pro, Inc. has 30 employees including field record technicians. Our daily workload includes but is not limited to retrieving, scanning and processing thousands of records for our clients. We also provide records conversion and management services for law firms, healthcare providers and public agencies, utilizing customized records management system to meet their individual and specific needs.

Our area of operation spans the entire state of California and beyond. Omni Pro, Inc. has 30 employees including field record technicians. Our daily workload includes but is not limited to retrieving, scanning and processing thousands of records for our clients. We also provide records conversion and management services for law firms, healthcare providers and public agencies, utilizing customized records management system to meet their individual and specific needs.

Our assigned representative **Akin Mohammed** has over 20 years experience in discovery and large case management. He has been with our company for 15 years and is our most experienced representative.

Technical Approach and methodology:

TECHNICAL PROPOSAL

- Project Plan and Pre Project meetings
- Technical development for utilization of existing barcodes and data
- Secure transport of Records
- Document Intake manifest & inventory validation
- Box and File barcodes
- Document preparation
- Document Scanning @ 300DPI B&W/Grey Scale or Color as needed
- Output to TIFF or PDF
- Document QC
- OCR (Optical Character Recognition) processing
- Physical storage for up to 90 Days
- Secure Encrypted External Drive with Images or secure transfer via SFTP/ Cloud download
- Secure Back-up of Images for up to 90 Days or as agreed upon.
- Media Conversion

Methodology

Stage 1 Intake

Files shall be counted and a "count per box" recorded for additional reconciliation. Each BOX and FILE shall be tagged with a unique barcode number and entered into a document management tracking system. Utilization of a barcode technology provides a chain of custody trail and audit history as the batches (Boxes) and records move through the various stages for disassembly, document preparation, scanning and reconstruction. Each task performed begins with the team member logging the beginning and end of the designated task using unique login credentials. This provides us with a complete audit trail for all transactions and tasks, including personnel ID, date, time and task. Compiling and maintaining a chain of custody also allows the ability to conduct daily QC performance measurement for all personnel.

Summary Intake Process

- Print and Apply Box Barcode
- Print and Apply Folder level barcode
- Conduct a file count
- Document Discrepancies if applicable
- Transfer to Prep Ready Staging.

Stage II: Document Prep

All files are prepared following Dallas Community Development Department standard operating procedures (i.e. staples removed, poor quality documents are copied (if applicable) and torn pages repaired (taped) etc.)

The prep team is also responsible for conducting a manual page count within each section (including double sided pages). The total of resulting pages/images is hand written on the section barcode sheet. This number will be referenced and validated during the scan operation and post scan QA validation. The prep team is also verifying and preparing documents that may need special settings.

The documents are never separated from the folders. Folders remain in their original box and are

transferred to the scan station. This box is the records' "home" throughout the entire migration process. It is also identified as a batch within the Omni Pro, Inc's system and allows them to track any file and/or document back to the box to address any issues, discrepancies, etc. that may be found during any one of the QC stages

Media and Duplication Requirements

Omni Pro, Inc(s) must have the ability to inspect microfilm and have the experience in inspecting film for city's such as City of Long Beach. Omni Pro, Inc(s) must provide examples of film inspection services, reports and remedies. Provide copies of these types of reports and services in the RFP process.

Record Handling Requirements

The Omni Pro, Inc(s) is responsible for the records in their custody. A statement of any past losses or partial losses or damage of client materials, documents, microfilm, etc. must be disclosed in full in the proposal. This includes losses and damages while in the Omni Pro, Inc, sub-Omni Pro, Inc or sub-contractor's custody and control or any allegations of said loss or damage. The Omni Pro, Inc(s) must define in their proposal how the safety and security of the film will be maintained while in the possession of the Omni Pro, Inc(s).

The records being returned to the Community Development Department and the High Speed External Hard Drives containing the digital images and indexes shall be packed in labeled cartons in accordance with the best commercial practices which meet the packing requirements of the carrier and which ensure safe delivery at the destination. Each shipment of film and digital files on High Speed External Hard Drives shall be accompanied by an itemized packing list. City of Long Beach reserves the right to have the City of Long Beach Purchasing Agent and designated agents to inspect the Omni Pro, Inc's facilities before and during the actual work phase and/or production of the digital files including all work and storage areas. City of Long Beach reserves the right to spot inspect on any normal workday of the Omni Pro, Inc, sub-Omni Pro, Inc or sub-contractor's facility.

Omni Pro, Inc is responsible for performing all inspections for the requirements indicated for the digital images during the production and prior to delivery. Inspection procedures and/or inspection equipment shall be of appropriate quality, accuracy, and quantity to ensure that all requirements of this contract are met. All unacceptable images or entire lots shall be corrected at no additional cost to the city .

Document Preparation Summary

- Verify barcode information matches folder
- Identify and separate unique documents (sticky notes, envelopes, etc.)
- Identify and segregate documents that will not be scanned
- Return folders to box
- Transfer to Scan Ready staging area

The primary objective regarding image quality is to obtain, at minimum, an image that is an exact duplicate of the hard copy (paper.) We know, however, that there will be paper documents that are considered to be a "poor original". Poor original can be defined by a multitude of items. The purpose of identifying a document as a "poor original" is to provide City of Long Beach Community Development Department with a confidence level that the image they are seeing is the exact replica of the original. Examples of this include, but are not limited to:

- Photocopies of documents with sticky notes

This image can be perceived as a double feed

- Crooked or skewed photocopied documents

This image can be perceived as a skewed scan

- Illegible text

If the text is not legible on the original, it will not be legible on the image

We propose to implement a mutually agreeable process to apply a mark and/or notation to those pages (or insert a page with verbiage "Poor Quality") that may be misinterpreted as poor images. Additionally, this notation minimizes the continuous looping of documents within the QA process.

Stage III: Scanning

The Omni Pro, Inc is responsible for viewing each page as it is processed through the scanners, checking for orientation and removing blank pages if necessary. It is also the responsibility of the Omni Pro, Inc to view each for page orientation and clarity of document. Identifying specific documents that require color is part of the document prep process. However, it is the Omni Pro, Inc's objective to always capture the best image possible on all documents while still maintaining sensitivity to file size. Some documents may require a grey scale and/or color scan in order to capture the desired details (especially if the original document is not of good quality.) We expect these items to be clarified upon completion of the validation/test run phase. The Omni Pro, Inc must provide an equal or better image than the original.

Equipment

All scanners can process B&W, gray scale or color. All scanners can be manually set to color and or set to "automatically detect". All documents are scanned in duplex at 300 dpi. Scanners can remove all blank pages.

Offeror's shall describe in detail their worksite and location and provide a comprehensive description of all equipment to be utilized in the film digitization process and production of the digital images. The description shall include hardware and software and an explanation of applicability to this project.

Stage IV: Post production

Omni Pro, Inc must provide a detail description of a post QA workflow process or QASP (Quality Assurance Surveillance Plan).

Rejection Procedures for Digital Images

Images shall be evaluated and inspected during and after the digitization process based on the following criteria:

- Image Quality
- Image Scale and Orientation
- Redaction

Delivery Media – All delivery media will be inspected by designated city personnel to ensure that the requirements are met. High Speed External Drives used for delivery of their files which are non-functional in the city's systems shall be rejected. If there is a consistent failure in the loading of samples, the entire lot will be rejected. Otherwise, if isolated images fail, the city will prepare a list and return those images.

File and Folder Names – A batch shall be rejected if the folder and file names do not follow requirements. Folders for each delivered batch will be examined for 100 percent accuracy to determine that the folder names and file names follow requirements and that a file exists for each required image. If any files are missing, a list will be supplied for the Omni Pro, Inc(s) to furnish those files.

Retention and Destruction

Omni Pro, Inc will start retention clock once the entire project has been completed. Omni Pro, Inc must provide a minimum of 90 day storage at no additional charge to allow City of Long Beach District the opportunity to review and gain confidence in the final output. Images are stored offline on client specific USB drives compressed into an AES-256 encryption, password protected zip file at rest.

Once the retention period is up, Omni Pro, Inc will notify City of Long Beach Community Development Department office and verify the boxes and contents scheduled for destruction.

Upon City of Long Beach Community Development Department Records Custodian written approval, all documents will be securely shred on site utilizing NAID compliant process. All records physical and digital must be destroyed in one setting.

Access to files/File Requests

City of Long Beach Community Development Department must have access to all files for file request. Omni Pro, Inc must provide an accurate tracking system.

Facility

Facilities must adhere to stringent requirements as noted below:

- Designated document processing area accessible only by authorized project staff. Entries and exits to these areas are controlled by either key card access and or restricted access. Restricted access is defined as key access limited to project managers and executive leads only. Team members are escorted in and out of the rooms.
- Document processing rooms are monitored 24/7 via video security systems that can be monitored both on and off site.
- Pre and or post processing staging and storage, when not in the document processing rooms, is kept on lockable shelving with padlock access restricted to project managers and executive leads only.
- The building meets all fire code requirements and boxes are stored a minimum of 10-12" off the floor.

All scanners can process B&W, gray scale or color. All scanners can be manually set to color and or set to "automatically detect". All documents are scanned in duplex at 300 dpi. Scanners can remove all blank pages.

Offeror's shall describe in detail their worksite and location and provide a comprehensive description of all equipment to be utilized in the film digitization process and production of the digital images. The description shall include hardware and software and an explanation of applicability to this project.

Special Security Requirements

We ask the Omni Pro, Inc to provide the following:

- High Bay locked storage (NOT co-mingled with other client documents)
- Limited access to managers and project specific authorized staff.
- No co-mingling during processing
- Access into processing area granted only to staff members who have been cleared and authorized to perform this project. This includes fingerprint background checks and documentation.
- LAN processing. Documents identified as high risk are not processed throughout central server. A client specific LAN, including dedicated server is established within the processing area. No external network or internet access is allowed on the LAN during production.

Team members are required to complete a Chain of Custody training, Confidentiality and HIPPA review. Additionally, we require a fingerprint background check and a 7-panel drug test for all employees. This assures that we can utilize your team members on all project types, including CJIS (Criminal Justice Information System,) medical financial, and other sensitive information. With the exception of Project Managers, no recording devices are allowed to be powered or in use within the facility, including but not limited to, cell phones, digital cameras, laptop computers, etc. All communication to and from team members is conducted through the Project Managers. Required Qualifications include but are not limited to:

- Minimum three (3) years' experience (administrative and/or technical)
- Understanding of related terminology, English grammar and punctuation skills and proficiency with personal computers and word processing software
- 90-100 WPM @ 95-100% accuracy rate for all data entry

Confidentiality, Accuracy and Security of Documentation: It is critical that the proposer understands the required security of the documents. These documents are irreplaceable and must be safeguarded. Once the proposer received the documents from the Community Development Department / City of Long Beach, they are responsible for their Specifications – RFP - Document scanning, indexing and conversion services and safekeeping. Provider must secure materials in a secure, dry location and take great care in handling of fragile originals.

Safeguards against theft, loss, and/or damage must be maintained at the highest levels. The Provider will be held responsible for lost, stolen and/or damaged original documents. The Provider may be fined for records that are lost, stolen or damaged. Also, for media conversions purposes, the Provider will be liable for roll of microfilm and/or pieces of microfiche for any lost, stolen and/or damaged original while in the Providers possession. Also, no unauthorized reproduction or duplication of any media produced by the Provider is permissible.

These documents contain sensitive security information. Once the documents are in the hands of the Provider, the Provider becomes solely responsible for the security of the documents.

Tracking and Inventory of City of Long Beach Documents: The Provider will inventory and acknowledge the receipt of all items received. It is intended that the Provider will maintain a tracking system to allow for the retrieval of any document that is in process.

Any discrepancies between City of Long Beach inventory transmittal and the items received by the Provider are to be resolved within ten calendar days. After scanning/media conversion services have been completed City of Long Beach and the Provider will be required to perform a final quality control step that compares the final output to the manifest that City of Long Beach provided that Provider to ensure that every document has been digitized and indexed. The Provider will be required to provide to City of Long Beach a report comparing the documents provided to the final output with each product delivery. City of Long Beach will implement this process in conjunction with the contract and is open to process re-engineering as suggested by the Provider.

Pick-up and Turnaround Time: The Provider will pick up all Community Development Department documents that are to be scanned and/or have media conversion performed from designated City of Long Beach sites; the Provider is responsible for the pick-up of the Community Development Department's documents themselves, City of Long Beach

determines it to the Community Development Department's benefit. Community Development Department and the awarded Provider will mutually develop a procedure, as well as a pickup and delivery schedule. The provider at all times will keep the Community Development Department aware of where all scanned and/or media conversion documents are located.

Transportation of Community Development Department Documents: All Community Development Department documents must be transported in closed, preferably climate controlled, vehicles. If magnetic media is involved, all items must be placed in magnetic protection containers within the applicable vehicles.

Transition Plan

The transition of services from the current Provider to the awarded Provider, should they differ, is a critical component of this RFP as there cannot be a lapse in service. The responding Provider must provide a detailed description of their experience in transitioning large volume customers. Providers should include details of the transitions completed, including the number of clients, number of accounts and number of cards produced and within what timeframes, and the timeframe for the entire organizational transition

Upon being assigned the contract, the project's representative, Akin Mohammed, will meet with City of Long Beach's representative to confirm and finalize the following:

- Indexing/metadata schema

-Finalize any other technical requirements

-Any other required format.

We have tentatively assigned five employees to this project, this will be modified in order to accomplish the project deadlines.

Scanning:

Once the documents are prepared and sorted in the appropriate order, they are fed through the scanner depending on the record type and condition. The technician will visually check the image as they are scanned and rescan when necessary. The document will be scanned in 300 or 400-DPI or whatever resolution requested.

Quality Control (scanning):

Each completed batch will then be transferred to our processing server where our document processing system will check the quality of each image, de-skew it, etc. and make sure that each image meets the predetermined parameters. This is followed by visual checks by the quality control staff.

Indexing:

Indexing will be done based on the pre-agreed upon schema utilizing any and or/all of the following metadata that is available for each file:

- File Name and metadata
- Or per final schema given by City of Long Beach

Portions of the files will be selected for quality control review to confirm that the metadata is accurate.

Naming:

Naming will be done per agreed upon schema.

Initial set will be done and presented to City of Long Beach for review for any modification to make sure that it meets the agreed specifications.

Security of Records

Upon employment, our office carries out background checks on new employees. Background checks for all employees are done at least once yearly at any time. We take professionalism and security very seriously due to the sensitivity of the documents in our possession and those that will pass through our office. Upon employment, security badges are given to our employees for access to different parts of the office.

The planning department of this project will assign five (5) full time technicians who will be responsible for scanning. A different security badge will be created that will be assigned only to the technicians working on this project and only they will have access to where the documents for the project are stored and where they will be scanned.

All scanned documents are saved on our office servers. Our servers are backed up daily and we make use of parallel back up where all backed up documents in the main server are mirrored and backed up in other servers.

Omni Pro, Inc. utilizes a proprietary, extensive project tracking system that guarantees satisfaction regarding City of Long Beach's privacy and surpasses industry standards.

Tracking and Reporting

Our tracking system enables us to locate any and all files at any time and determine who accessed which file, when it was accessed and what was done with the file.

The project supervisor and assigned representative have access to these reports and can run them as needed. They are required to generate and review these reports daily to monitor progress and modify the process as necessary, to accomplish the project goal.

Below is a brief description of the tracking process we intend to utilize. Please keep in mind that this process is subject to change or modification in order to achieve the project goal.

Upon arrival at the pick-up location, the driver will verify the files and reconcile names and file count with the list provided by City of Long Beach before leaving the pick-up site.

At our secured and monitored site dedicated for this project, the driver and assigned project supervisor will perform an intake inventory of the boxes and files. Once the intake inventory is completed, the driver will sign off, thence shifting responsibility to the project supervisor. At this point, bar code labels will be generated for each box.

The bar code will be used to track each box and its content throughout the project. This makes it feasible for us to access and retrieve any document or file needed urgently to be delivered to the city within 24 hours.

The project supervisor will then assign the files/box to our technicians who will "sign in" each document collected before scanning its content. The technicians are also required to record any concern that develops or problem that is encountered during scanning.

The technicians will generate bar code labels for each individual file in the box using the unique identifying number assigned to each file by City of Long Beach. This makes it easy to locate any document/file in our possession.

At the end of scanning, the technicians will return the box back to the supervisor for "sign-out". At this point, the scanned document is sent to the document processing server where it is optimized for OCR, converted to the requested processing format, if needed, and forwarded for system quality control processing.

The quality control personnel will then review the documents for clarity, tone, resolution, compliance with all specifications, etc. This is followed by indexing of each document if required.

After these, the supervisor will perform the final review and sign each box off as completed when the job done is deemed satisfactory.

The records are compiled and transferred onto an encrypted hard drive or thumb drive for delivery or uploaded for online access, depending on the preference of our client. The storage drive will then be delivered to City of Long Beach. Our representative will be accessible to City of fremont during office hours throughout the project timeline, to attend to all concerns or questions that may arise.

While we can assure you that all reasonable standards for retrieving, scanning, saving, delivering and informing you on these documents will be met, we guarantee that we will make corrections on anything that is deemed unacceptable by City of Long Beach at no additional charge to City of Long Beach. Assigned representative from our office, Mr. Akin Mohammed, will also meet with the representative of City of Long Beach on this project regularly to decide all the requirements of City of Long Beach and test to ensure that the requirements are being met.

Our staff will be responsible for the movement of the records to and from your facility.

Quality Control

Each page will be scanned carefully and saved. It will then be optimized for OCR processing and Checked to make sure that the images meet set quality parameters.. After the scanned document has gone through the processing, our software allows for us to save the document in any and as many formats that we choose. These records can then be saved online through our online platform, on our server, on a CD, on a flash drive or on a Secure FTP site used by our office and on M-Files, in this case, depending on the preference of our client. When records have been processed, our client is advised via email on when the

records will be available to them. Records are maintained for a maximum for 3 months and then destroyed or destroyed upon request by our client.

All of the requirements noted have been the standard of our office over the years and naming of the documents is based on our client's preference or in the absence of this, our office's format is used and then advised to our client for easy reference. Our client's satisfaction and the quality of our work are our priority. Also, all scanning is done based on the requirement of our client or in the absence of this, our office's resolution is 300 dpi.

Due to our advanced tracking system and with the use of our bar code, we will be able to retrieve any document requested by City of Long Beach during the scanning process and make it available to City of Long Beach either electronically and physically within 24 hours.

Facility

All scanning will be done in our office physical location at 8880 Benson Ave, Suite 102, Montclair, Ca. 91763. We have reserved 6 workstations for this project. Each workstation has one or two high speed scanner(s), depending on the size of the workstation and convenience of our scanning technician.

Our workstations contain the following scanners: 4 Kodak I830 Highspeed Scanner, Nextscan Highspeed Microfilm Scanner, 1 Konica Minolta BizHub423, 1 Imagistics cm4530, 3 Fujitsu F1 series, 2 HP Scanjet 7000 series and 1 ScanSnap scanner.

Our scanning software is ABBYY Finereader Professional, Readiris Corporate 16 and Kofax Capture, Scanning and Processing Software.

Conversion of documents is carried out in two different ways. On one hand, with the help of our scanning software, we are able to select in what format we want a document to be scanned and saved (PDF, TIFF or many other formats), before the scanning begins. On the other hand, we can scan and save all documents in PDF format and then convert it to TIFF or any other required format.

Our office makes use of Windows Server 2012 in local and external sites. Our servers are backed up daily at night when all work for the day must have been completed and saved. We make use of more than one server so that in a situation where one server is down, records are still accessible in the other servers.

Document Destruction(if required)

Destruction of documents is usually done on site in our office, through the services of a third-party shredding company and under the supervision of one of our personnel. The shredding company used by our office is **Shred Pro** and they are bonded. Upon written approval from City of Long Beach, the boxes/files of documents to be shredded are organized in the shredding station in our office and are given to the representatives from Shred Pro to be shredded in our facility. Documentation of these files is already made

before approval from City of Long Beach. When shredding of a set of documents has been completed, a Certificate of Destruction is issued.

The physical address of the storage facility where documents will be stored, scanned and converted is 8880 Benson Ave, Suite 102, Montclair, Ca. 91763

Time Line
Time
Line

We are prepare to pick up records on a weekly , Bi-weekly, monthly bases or as agreed upon in the contract.

ORGANIZATION AND STAFFING

Assigned Staff:

Akin Mohammed Account Executive/President/Assigned Representative
Kafayat Lawal Quality Control
Irene Olusegun Project Supervisor
Rasul Davies Scanning and Indexing Supervisor
Scan Technicians To be assigned at Inception of the contract
Index technician To be assigned at inception of the contract

PROJECT STAFF/LABOR CATEGORY DESCRIPTIONS

Project supervisor: responsible for all activities relating to the project/technical guidance for planning, directing, assigning and monitoring task operations, plans, recommends and implements the project and task activities and modifications. Confirms quality of work and finalizes job. Qualification: Bachelor's Degree + seven years additional experience.

Quality control manager: ensures products meet quality and efficiency standards set by City of Long Beach. Qualification: Bachelor's Degree + five years additional experience in production.

Assigned representative: addresses concerns and answers questions that may arise. Contact person with City of Long Beach. Spokesperson for Omni Pro, Inc. Collaborates with the representative from City of Long Beach in ensuring all requirements are met. Qualification: Bachelor's Degree + 20 years experience in discovery and large case management.

Scanning and Indexing Supervisor: supervises progress of scanning and of indexing, oversees scanning technician, working team member responsible for validating or coordinating the work of others on the team, suggests improvements to process, knowledge resource for other team members, thorough knowledge of the team processes.

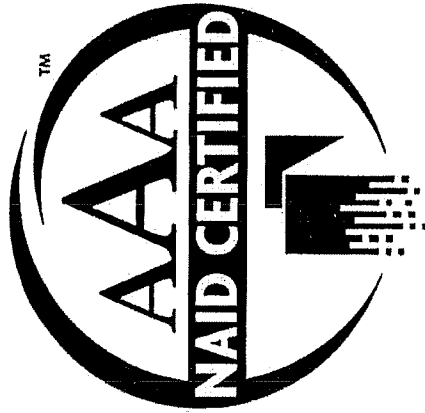
Qualification: Bachelor's Degree + 2 years experience as an individual contributor.

Scanning technician: Operates digital imaging equipment in the production of image acquisition from a variety of source documents. Scans hard copies to file, following project operating procedures. Inspects finished work for sharpness, density of line, position, count and sizes. Operates document scanners and related equipment. Qualification: Thorough knowledge of materials and equipment utilized in the document imaging processes. Five years of experience performing document scanning work.

Driver: person in charge of picking up boxes. Verifies files, reconciles names and file count at the pick-up site. Performs intake inventory of boxes and files at drop-off location and signs off.

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

Katie 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, PHIPA (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.

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.

Omni Pro, Inc

Business/Contractor/Agency

Akin Mohammed

President

Name of Authorized Representative

Title of Authorized Representative



01-09-2019

Signature of Authorized Representative

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 Kunt & Kuntz
Project Manager/Contact Name Kumar Busi E-mail kumar.kuntz@verizon.net Ph. No. 909-228-7114
Address 715 N. Arrowhead ave , Suite 215, San Barnadino , Ca. 92401
Project Description Case file retreival , Scanning and Indexing
Project Dates (Start and End) 2009- present Contract Term(s) on going Contract Amount on going.

Client/Contractor Name U S Department of Justice
Project Manager/Contact Name Keith Bridgford E-mail keith.j.bridgford@USDOJ.gov Ph. No. 714-647-4939
Address 1900 E. 1st street, santa ana, ca 92705
Project Description Record Conversion
Project Dates (Start and End) 2018 Contract Term(s) Until Completed Contract Amount 120000

Client/Contractor Name U S Government Publishing Office
Project Manager/Contact Name Genevieve Stephens E-mail gstephens@gpo.gov Ph. No. 619-209-6178
Address 8880 Rio San diego, San diego, Ca. 92108
Project Description Record conversion
Project Dates (Start and End) 2018 Contract Term(s) until completed Contract Amount 100000

Client/Contractor Name Drug Enforcement Agency
Project Manager/Contact Name Stephanie Kolb E-mail stephanie.A.kolb@usdoj.gov Ph. No. 951-662-7215
Address _____
Project Description Evidence conversion and Indexing
Project Dates (Start and End) 2017 Contract Term(s) 1 year Contract Amount Confidential

Client/Contractor Name Bredfelt, Odukoya and Hans
Project Manager/Contact Name Akins Odukoya E-mail odukoya@bcolaw.com Ph. No. 909-730-5910
Address 400 E. Rincon st , Suite 202, Corona, Ca.92879
Project Description Record retreival and scanning
Project Dates (Start and End) ongoing Contract Term(s) open Contract Amount on goning