

BID NUMBER ITB TI 19-024

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



INVITATION TO BID

Citywide Backfile Scanning Services

CONTRACT NO. 35233

- 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.
- 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.
- 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.
- 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.
- 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: IRVING, TEXAS ON THE 10TH DAY OF JANUARY, 20 19
CITY STATE MONTH

COMPANY NAME: SOURCECORP BPS INC. TIN: [REDACTED]
(FEDERAL TAX IDENTIFICATION NUMBER)

STREET ADDRESS: 2701 EAST GRAUWYLER CITY: IRVING STATE: TX ZIP: 75061

PHONE: 972-821-4000 FAX: _____

S/ [Signature] RONALD COGBURN, CEO Exela Technologies
(SIGNATURE) (TITLE)

Ronald Cogburn ronald.cogburn@exelatech.com
(PRINT NAME) (EMAIL ADDRESS)

S/ [Signature] President, Exela Technologies
(SIGNATURE) (TITLE)

Suresh YANNAMANI suresh.yannamani@exelatech.com
(PRINT NAME) (EMAIL ADDRESS)

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

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

THE CITY OF LONG BEACH
BY [Signature]
Director of Financial Management

5/16/19
Date

APPROVED AS TO FORM 5-16, 2019.
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 DELAWARE
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: _____

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)

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

PARTNERSHIP

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

CORPORATION

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

OR

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

LIMITED LIABILITY COMPANY

- a. 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.)
- b. 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~~ TEXAS
County of DALLAS

On JANUARY 10, 2019 before me, Rhonda Erwin, Notary
(insert name and title of the officer)

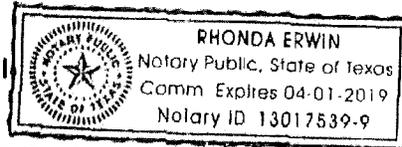
personally appeared Suresh Yannamani, President; and Ronald Cogburn, CEO,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), 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 *Rhonda Erwin*
Rhonda Erwin

(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

DESCRIPTION OF ATTACHED DOCUMENT

- INDIVIDUAL
- CORPORATE OFFICER
- PARTNER(S)
 - LIMITED
 - GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER:

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

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

SIGNER(S) OTHER THAN NAMED ABOVE

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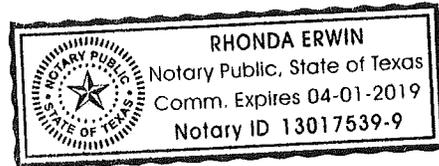
On JANUARY 10, 2019 before me, Suresh Yannamani, President
Ronald Cogburn, CEO
(insert name and title of the officer)

personally appeared _____, 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 Rhonda Erwin (Seal)



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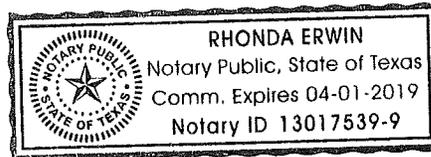
On JANUARY 10, 2019 before me, SURESH YANNAMANI, PRESIDENT EXELA TECHNOLOGIES
(insert name and title of the officer)

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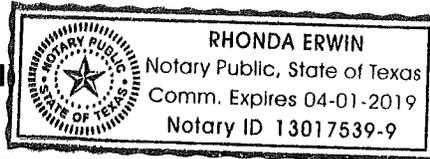
On JANUARY 10, 2019 before me, RONALD COGBURN, CEO EXELA TECHNOLOGIES
(insert name and title of the officer)

personally appeared _____,
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.

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- _____
- _____

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_____ TITLE OR TYPE OF DOCUMENT

_____ NUMBER OF PAGES

_____ DATE OF DOCUMENT

_____ SIGNER(S) OTHER THAN NAMED ABOVE

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

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 initiated 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

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)

*Submitted
on 1/14/19*

BID NUMBER ITB TI 19-024

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

BID NUMBER ITB TI 19-024

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

DRUG-FREE WORKPLACE

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

ENERGY EFFICIENCY

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

ENVIRONMENTAL LEGISLATION

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

MINORITY, WOMEN, AND OTHER BUSINESS ENTERPRISE OUTREACH

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

NATIONAL PRESERVATION ACTS

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

NONDISCRIMINATION; EQUAL EMPLOYMENT OPPORTUNITY

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

PATENT RIGHTS

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

PAYMENTS, REPORTS, RECORDS, RETENTION AND ENFORCEMENT

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

PUBLICATIONS

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

RIGHTS TO DATA

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

RIGHTS TO USE INVENTIONS

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

SYSTEM FOR AWARD MANAGEMENT (SAM)

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

10. EQUAL BENEFITS ORDINANCE

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

11. INSURANCE

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

12. REGISTRATION WITH CALIFORNIA SECRETARY OF STATE WEBSITE

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

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

13. CONTRACT PERIOD

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

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

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

14. REFERENCES AND QUALIFICATION REQUIREMENTS

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

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

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

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

15. FUTURE AMENDMENTS TO CONTRACT

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

16. DEFAULT BY CONTRACTOR / TERMINATION

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

17. LICENSE/CERTIFICATES

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

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

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

18. SUBCONTRACTING

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

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

Does this bid include the use of subcontractors?

Yes _____ No X Initials ef

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,

BID NUMBER ITB TI 19-024

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 _____; 0 % discount in 30 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 36 out of approximately 200 employees in Carson

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: Eric Patterson

Contact Direct Phone: 949-510-2871

Contact Fax: N/A

Contact E-mail: eric.patterson@exelatech.com

SECONDARY CONTACT:

Contact Name: Irina Afanasyeva

Contact Direct Phone: 562-295-3690

Contact Fax: N/A

Contact E-mail: irina.afanasyeva@exelonline.com

EMERGENCY CONTACT:

Contact Name: Jim Schwebach

Contact Direct Phone: 515-635-6591

Contact Fax: N/A

Contact E-mail: jim.schwebach@extelatech.com

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SPECIFICATIONS

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

SCOPE OF WORK/SERVICES

A. General:

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

SPECIFICATIONS

B. Hardcopy Backfile Conversion

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

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

SPECIFICATIONS

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

14. Reporting: Contractor will be expected to provide the City with semiannual or quarterly reports with that will contain at minimum date of pickup, number of documents scanned, department serviced, date of completion, documents types scanned.
15. Quality Control: There shall be a process in place to ensure that scanned images are complete and accurate. The contractor will perform a 100% frame by frame inspection and rescan any documents where:
 - a. There is substantial loss of detail when compared to the original
 - b. The tonal values are uneven
 - c. The contrast is too low or too high
 - d. There are skewed or misaligned images
 - e. All data must be preserved in a form identical to, or functionally equal to, the original record.
 - f. Upon request documents shall rotate to provide maximum readability (e.g. letters shall be in proper orientation when document is displayed without rotation.)

C. Handling and Receiving Requirements

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

D. Tracking and Inventory of City Documents

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

SPECIFICATIONS

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

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

E. Record Accessibility

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

F. Records Destruction

Once the City receives from the Contractor its scanned images, indexed files, and has checked both for clarity and accuracy, the City will provide written approval to the Contractor to shred the original documents. The City prefers the Contractor (if NAID certified) to do the shredding themselves on the Contractor's site, but the City will permit Contractor to hire an outside Contractor that will perform shredding on the Contractor's site (the City will not permit its documents to be taken off the Contractors 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	5
2		100,001-250,000	Input electronically	9
3		250,001-500,000	Input electronically	13
4		500,000-1,000,000	Input electronically	TBD *
5		1,000,001-1,500,000	Input electronically	TBD *
6	Includes: • Prepping • Quality control • Indexing	1,500,001-2,000,000	Input electronically	TBD *
7		2,000,000 +	Input electronically	TBD *
SCANNING: CATEGORY 2				
8	1. MAP/Engineering Drawings	0-100,000	Input electronically	5
9		100,001-250,000	Input electronically	9
10		250,001-500,000	Input electronically	13
11	2. TIF 3. 300 DPI	500,000-1,000,000	Input electronically	TBD *
12		1,000,001-1,500,000	Input electronically	TBD *
13	Includes: • Prepping • Quality control • Indexing	1,500,001-2,000,000	Input electronically	TBD *
14		2,000,000 +	Input electronically	TBD *
SCANNING CATEGORY 3				
15	1. Microfiche 2. TIF 3. 300 DPI	0-100,000	Input electronically	5
16		100,001-250,000	Input electronically	19
17		250,001-500,000	Input electronically	23
18	Includes: • Prepping • Quality control • Indexing	500,000-1,000,000	Input electronically	TBD *
19		1,000,001-1,500,000	Input electronically	TBD *
20		1,500,001-2,000,000	Input electronically	TBD *
21		2,000,000 +	Input electronically	TBD *
SCANNING: CATEGORY 4				
22	1. Microfiche 2. TIF 3. 300 DPI	0-100,000	Input electronically	10
23		100,001-250,000	Input electronically	17
24		250,001-500,000	Input electronically	25
25	Includes:	500,000-1,000,000	Input electronically	TBD *
26		1,000,001-1,500,000	Input electronically	TBD *

* Will work with each department to meet their required completion schedule

BID SECTION

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

Pricing Assumptions:
Scanning in 300 dpi
Document prep consists of removal of staples and fasteners and inserting of patch sheet separator.
No files reassembly. After scan, documents will be placed back loose into its respective file folder.
Non scannable items such as CDs, DVDs, Folders will not scanned. Return these items to the City of Long Beach weekly or shred. See pricing for shredding at box level
Exela will provide up to 5 retrievals daily at no charge. If more are requested, an hourly fee will apply. See Admin & Clerical Tasks
Delivered in multi-page Tiff or PDF format (Searchable Text 20 % Per RFB)
OCR will be an automated process, manual cleanup will not be provided (Include 20 % of Media volume)
Redaction services are not included
Quality guidelines are 99% at field level for indexing and 99% image quality for delivered images.
Images will be delivered via secure FTP
Additional services that will be charged at \$32 per hour: Physical destruction of files, boxing of files, transportation of files while on customer site, inventory or manifesting of files. Any other tasks not listed above will be discussed prior to implementation
One Fiche is one file document, Most film should be blip. For rolls not blipped, Exela will perform document break at file level
Shredding and Pick up Services are sold as part of paper or film-fiche conversion services
Due to the size of its operations, Exela does not bond its production employees; however, we carry a crime policy that insures against losses due to employee dishonesty in coverage amounts that are substantially in excess of the insurance coverages required by the City. If awarded this contract, we will supply additional evidence of such coverage
COLA CA States applies two years upon agreement execution
City of Long Beach and Exela will work together and develop a proper project TAT schedule depending on volume and availability.

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.

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ATTACHMENT A

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

Debarment, Suspension, Ineligibility and Voluntary Exclusion Certification

Please read Acceptance of Certification and Instructions for Certification before completing

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

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

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

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

SOURCECORP BPS, INC.

Business/Contractor/Agency

Suresh Yannamani

President

Name of Authorized Representative

Title of Authorized Representative

[Signature]
Signature of Authorized Representative

01/14/2019

Date

121411

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 Orange County Probation Dept.
 Project Manager/Contact Name Jon Humann E-mail Jon.humann@prob.ocgov.com Ph. No. 714-569-222
 Address Santa Ana, CA
 Project Description Box up, prep, scan, and index thousands of boxes of file.
 Project Dates (Start and End) 6/30/16 Contract Term(s) Present Contract Amount \$1,600,000

Client/Contractor Name Los Angeles County Information Systems Advisory Body (ISAB)
 Project Manager/Contact Name Fernando Angell E-mail Fangella@ISAB.lacounty.gov Ph. No. 562-403-650
 Address LA County
 Project Description Convert files for several depts. within ISAB - Sheriff, District attorney, Public Defender, Probation, Coroner
 Project Dates (Start and End) 2009 Contract Term(s) Present Contract Amount \$36 Million

Client/Contractor Name Orange County Public Works Dept.
 Project Manager/Contact Name Jasmine Luna E-mail Jasmine.luna@ocpw.ocgov.com Ph. No. 714-667-9766
 Address Orange, CA
 Project Description Converted thousands of large format documents
 Project Dates (Start and End) 2017 Contract Term(s) Present Contract Amount \$200,000

Client/Contractor Name Superior Court of California County of Los Angeles
 Project Manager/Contact Name Francie Shuttic E-mail Fshuttic@lacounty.org Ph. No. 213-830-020
 Address 222 N. Hill St, Los Angeles, CA
 Project Description Convert hundreds of millions of images from paper and microfilm
 Project Dates (Start and End) 2002 Contract Term(s) Present Contract Amount \$3.5 Million

Client/Contractor Name Clark County, Nevada
 Project Manager/Contact Name Mercedes Ward E-mail wardm@clarkcountynv.gov Ph. No. 702-455-5161
 Address Clark County, NV
 Project Description Converted county-related documents for several department
 Project Dates (Start and End) 2012 Contract Term(s) Oct. 2018 Contract Amount varied by dept.

ATTACHMENT C

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

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

ATTACHMENT D

EQUAL BENEFITS ORDINANCE (EBO) FORM

EQUAL BENEFITS ORDINANCE DISCLOSURE FORM

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

The EBO is applicable to the following employers:

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

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

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

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

Compliance with the EBO

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

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

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

Printed Name: Suresh Yannamani Title: President

Signature:  Date: 1/14/2019

Business Entity Name: Sourcecorp BPS, Inc

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

Section 1. CONTRACTOR/VENDOR INFORMATION

Name: Sourcecorp BPS, Inc Federal Tax ID No. [REDACTED]
Address: 20500 Belshaw Ave
City: Carson State: CA ZIP: 90746
Contact Person: Eric Patterson Telephone: 949-510-2871
Email: eric.patterson@exelatech.com Fax: N/A

Section 2. COMPLIANCE QUESTIONS

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

Section 3. PROVISIONAL COMPLIANCE

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

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

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

Section 4. REQUIRED DOCUMENTATION

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

Section 5. CERTIFICATION

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

Executed this 14 day of January, 20 , at Irving, TX

Name Suresh Yannamani Signature 

Title President Federal Tax ID No. 

ATTACHMENT E
INSURANCE REQUIREMENTS



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

INSURANCE REQUIREMENTS

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

- Contractor shall maintain at its expense, until completion of performance and acceptance by City, from an insurer:
 - Admitted (licensed) in the State of California with a current financial responsibility rating of A (Excellent) or better and a current financial size category (FSC) of V (capital surplus and conditional surplus funds of greater than \$10 million) or greater rating as reported by A.M. Best Company or equivalent, unless waived in writing by City's Risk Manager, or
 - Non-admitted in the State of California with a current financial responsibility rating of A (Excellent) or better and a current financial size category (FSC) of VIII (capital surplus and conditional surplus funds of greater than \$100 million) or greater rating as reported by A.M. Best Company or equivalent, unless waived in writing by the City's Risk Manager, the following:
 - Commercial general liability insurance or self-insurance equivalent in coverage scope to ISO CG 00 01 10 93 naming the City of Long Beach, and their officials, employees, and agents as additional insureds on a form equivalent in coverage scope to ISO CG 20 10 11 85 from and against claims, demands, causes of action, expenses, costs, or liability for injury to or death of persons, or damage to or loss of property arising out activities performed by or on behalf of the Contractor in an amount not less than One Million Dollars (US \$1,000,000) per occurrence and Two Million Dollars (US \$2,000,000) in general aggregate.
 - Workers' compensation coverage as required by the Labor Code of the State of California and Employer's liability insurance with minimum limits of One Million Dollars (US \$1,000,000) per accident or occupational illness. The policy shall be endorsed with a waiver of the insurer's right of subrogation against the City of Long Beach, and their officials, employees, and agents.
 - Automobile liability insurance equivalent in coverage scope to ISO CA 00 0)1 06 92 in an amount not less than Five Hundred Thousand Dollars (US \$500,000) combined single limit (CSL) per accident for bodily injury and property damage covering owned, non-owned, and hired automobiles.



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

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



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

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

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

Printed Name: Suresh Yannaamani Title: President
 Signature: [Signature] Date: 01/14/2019

ATTACHMENT F

SECRETARY OF STATE CERTIFICATION PRINTOUT

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

The screenshot shows the homepage of the California Secretary of State's Business Search portal. At the top, there is a navigation bar with links for PURCHASING, PLANETBIDS, INTRANET HOME, System for Award Manage..., Suggested Sites, and City of Long Beach - Legistar. Below this is a header section featuring the California State Seal and the name of Alex Padilla, California Secretary of State. A secondary navigation bar includes links for About, Business, Notary & Authentications, Elections, Campaign & Lobbying, State Archives, Registries, News, and Contact. The main content area is divided into two columns. The left column contains a list of links for Business Entities (BE), Online Services, E-File Statements of Information for Corporations, Business Search, Processing Times, Disclosure Search, Service Options, Name Availability, Forms, Samples & Fees, Statements of Information (annual/biennial reports), Filing Tips, Information Requests (certificates, copies & status reports), Service of Process, and FAQs. The right column is titled "Business Search" and contains a search form. The form includes a search type selector with three radio buttons: "Search by Corporation Name", "Search by LP/LLC Name", and "Search by Entity Number". Below this is a "Search Criteria" field with a text input box, a "Search Filter" dropdown menu currently set to "Keyword", and a "Search" button. A note above the form states: "All fields marked with an asterisk (*) are required."

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

Alex Padilla
California Secretary of State

Business Search - Entity Detail

The California Business Search is updated daily and reflects work processed through Tuesday, January 8, 2019. Please refer to document [Processing Times](#) for the received dates of filings currently being processed. The data provided is not a complete or certified record of an entity. Not all images are available online.

C2261957 SOURCECORP BPS INC.

Registration Date: 08/31/2000
Jurisdiction: DELAWARE
Entity Type: FOREIGN STOCK
Status: ACTIVE
Agent for Service of Process: CORPORATION SERVICE COMPANY WHICH WILL DO BUSINESS IN CALIFORNIA AS CSC - LAWYERS INCORPORATING SERVICE (C1592199)

To find the most current California registered Corporate Agent for Service of Process address and authorized employee(s) information, click the link above and then select the most current 1505 Certificate.

Entity Address: 2701 EAST GRAUWYLER ROAD
IRVING TX 75061
Entity Mailing Address: 2701 EAST GRAUWYLER ROAD
IRVING TX 75061

A Statement of Information is due EVERY year beginning five months before and through the end of August.

Document Type	↕	File Date	↓	PDF
SI-COMPLETE		07/25/2018		
SI-COMPLETE		06/29/2017		
AMENDED REGISTRATION		12/18/2003		
REGISTRATION		08/31/2000		

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

- If the status of the corporation is "Surrender," the agent for service of process is automatically revoked. Please refer to California Corporations Code [section 2114](#) for information relating to service upon corporations that have surrendered.
- For information on checking or reserving a name, refer to [Name Availability](#).
- If the image is not available online, for information on ordering a copy refer to [Information Requests](#).
- For information on ordering certificates, status reports, certified copies of documents and copies of documents not currently available in the Business Search or to request a more extensive search for records, refer to [Information Requests](#).
- For help with searching an entity name, refer to [Search Tips](#).
- For descriptions of the various fields and status types, refer to [Frequently Asked Questions](#).

[Modify Search](#)[New Search](#)[Back to Search Results](#)



State of California Secretary of State

F

Statement of Information

(Foreign Corporation)

FEES (Filing and Disclosure): \$25.00.

If this is an amendment, see instructions.

IMPORTANT – READ INSTRUCTIONS BEFORE COMPLETING THIS FORM

FY24957

FILED

In the office of the Secretary of State
of the State of California

JUL-25 2018

1. CORPORATE NAME

SOURCECORP BPS INC.

2. CALIFORNIA CORPORATE NUMBER

C2261957

This Space for Filing Use Only

No Change Statement (Not applicable if agent address of record is a P.O. Box address. See instructions.)

3. If there have been any changes to the information contained in the last Statement of Information filed with the California Secretary of State, or no statement of information has been previously filed, this form must be completed in its entirety.

If there has been no change in any of the information contained in the last Statement of Information filed with the California Secretary of State, check the box and proceed to Item 13.

Complete Addresses for the Following (Do not abbreviate the name of the city. Items 4 and 5 cannot be P.O. Boxes.)

4. STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE	CITY	STATE	ZIP CODE
2701 EAST GRAUWYLER ROAD, IRVING, TX 75061			

5. STREET ADDRESS OF PRINCIPAL BUSINESS OFFICE IN CALIFORNIA, IF ANY	CITY	STATE	ZIP CODE

6. MAILING ADDRESS OF THE CORPORATION, IF DIFFERENT THAN ITEM 4	CITY	STATE	ZIP CODE

Names and Complete Addresses of the Following Officers (The corporation must list these three officers. A comparable title for the specific officer may be added; however, the preprinted titles on this form must not be altered.)

7. CHIEF EXECUTIVE OFFICER/	ADDRESS	CITY	STATE	ZIP CODE
RONALD COGBURN	2701 EAST GRAUWYLER ROAD, IRVING, TX 75061			

8. SECRETARY	ADDRESS	CITY	STATE	ZIP CODE
THERESA MOHAN	2701 EAST GRAUWYLER ROAD, IRVING, TX 75061			

9. CHIEF FINANCIAL OFFICER/	ADDRESS	CITY	STATE	ZIP CODE
NOT APPLICABLE	2701 EAST GRAUWYLER ROAD, IRVING, TX 75061			

Agent for Service of Process If the agent is an individual, the agent must reside in California and Item 11 must be completed with a California street address, a P.O. Box address is not acceptable. If the agent is another corporation, the agent must have on file with the California Secretary of State a certificate pursuant to California Corporations Code section 1505 and Item 11 must be left blank.

10. NAME OF AGENT FOR SERVICE OF PROCESS

CORPORATION SERVICE COMPANY WHICH WILL DO BUSINESS IN CALIFORNIA AS CSC - LAWYERS INCORPORATING SERVICE

11. STREET ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL	CITY	STATE	ZIP CODE

Type of Business

12. DESCRIBE THE TYPE OF BUSINESS OF THE CORPORATION
OPERATING COMPANY

13. THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT.

07/25/2018

KAREN A. EMERICK

VICE PRESIDENT

DATE

TYPE/PRINT NAME OF PERSON COMPLETING FORM

TITLE

SIGNATURE

ATTACHMENT G

Unified City Taxonomy

Attendees October 7, 2016

Roy Hernandez	Project Manager	310.914.0186
Mania De La Cruz	City Clerk	
Alison Burma	Senior City Clerk Analyst	
Lydia Lee	Assistant City Clerk	
Montque dela Garza	Administrative Officer	
Pablo Rubio	City Clerk Specialist	
Lynsey Lascano	City Clerk Assistant	
Phillip Mc Gowan	City Clerk Assistant	

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

GROUP 1.1.2.1 DEVELOPMENT SERVICES

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

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

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

Project Areas

Projects

- Adoption Records
- Project Area Adoption
- Project Area Programs/Plans
- Advisory Committees Communications
- Agreements, Leases & Amendments
- Bond Administration
- Community Relations
- Construction Management
- Design & Review
- Developer Selection
- Environmental Impact Documents
- Environmental Impact Documents
- Projects Abandoned
- Maps
- Plans
- Drawings
- Photographs
- Owner Participation Contacts
- Redevelopment Agency Board Actions
- Relocations Case Files
- Bids
- Quotes
- Quotes
- Purchasing Records

Special Project Files (Tidelands)

- Special Project Files
- Subject & Reference Files
- Travel & Expense Records
- Worker's Compensation
- Workplace Safety

Building & Safety Bureau

- Change of Address
- Administrative Files
- Applications

- CAL/OSHA Logs
- Annual Reports
- Safety Inspections

- Journeyman Exam. - Electrical
- Journeyman Exam. - Plumbers
- Renewal of Journeyman Certif
- Special Building Inspection
- Canceled Loans

Deferred Payment Loans (DPL)

- Canceled Loan Log
- Contractor Payment Records
- Loans
- Program Administration
- Program Financial Audits
- Program Rules
- Program Regulations
- Program Guidelines

Neighborhood Relations

Housing Services

- Bond Administration Files
- Project Files
- Long Beach Housing Development Co
- Program Administration Records
- Program Financial Audits
- Programs

- Corporate Records
- Financial Records

- Program Rules
- Program Regulations

Program Guidelines

Grants Administration
 Communications
 AFS Bureau
 Financial Services
 Engineering Plan Check
 Inspections
 Permit Center
 CE Bureau
 Standard Code Enforcement
 Multi-Family Housing Inspections
 HNS Bureau
 Neighborhood Improvement

Attendees

Roy Hernandez

Title

Attendees	
Name	Title
Roy Hernandez	

Compiled Index Values

Index	Field Name
1	Address
2	Agency
3	Applicant
4	Board
5	Bond No.
6	Bureau
7	Case No.
8	Classification
9	Date
10	Dept.
11	FY
12	Inv. No.
13	ITB No.
14	Name
15	No.
16	Payor
17	PO No.
18	Project
19	Requisition No.
20	RFI No.
21	RFP No.
22	RFQ No.
23	Subject
24	Title
25	Vendor
26	Vendor Name
27	Vendor No.

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

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

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

GROUP 1.1.3 HUMAN RESOURCES

Function Document Type (Record Series)

Keyword Searchable / Index Values

1 2 3 4 5

Document Class

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

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

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

GROUP 1.141 CITY MANAGER

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

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

- Study Type

Type
City Commissions
Committees
Boards

Ordinance/Resolutions	Subject	Date	District
City Council Files	Subject	Date	
City Standing Committee	Type		
Joint Power Authority Files	Date		
Election Files			
Legal Files	Subject		
Legal Opinions	Subject		
General legal matters.	Subject		
Studies	Subject		
Court Case Files	CPCC Case No.	CPCC Case No.	
Claim Files	CPCC Case No.	CPCC Case No.	Officer Name
Violations	CPCC Case No.	CPCC Case No.	Officer Name
Cases	CPCC Case No.	CPCC Case No.	Officer Name
Commissions	CPCC Case No.	CPCC Case No.	Officer Name
Briefs	Date		Empl. ID No.
Annual Reports	CPCC Case No.	CPCC Case No.	Empl. ID No.
Agenda	Organization		
Business Associations	Organization		
City Associations	Department	Date	
Department	Subject	Date	District
Mayor & City Council	Subject	Date	
Chron Files	Subject	Date	
External Communications	Subject	Date	
Internal Communications	Subject	Date	
Project Files	Subject	Date	
Press Releases	Subject	Date	Department
Marketing	Subject	Date	
Reports	Subject	Date	
Social Media Content	Subject	Date	
Media Alerts	Subject	Date	
Media Coverage	Subject	Date	
Photographs	Date	Location	Activity
Agenda Preparation	Subject	Date	District
Agenda Notes	Subject	Date	

Completed Index Values	
1	Activity
2	Case No.
3	Compl. Name
4	CPCC Case No.
5	Date
6	Department
7	District
8	DR No.
9	Empl. ID No.
10	Expiration Date
11	Fund
12	FY
13	ITB No.
14	Location

Attendees: October 3, 2016	
Roy Hernandez	Project Manager
Angela McGrath	Exec. Assistant to the City Manager
Jacque Sweeling	Special Project Officer
Anitra Dempsey	Exec. Dir. CPCC
Jeff Hal	Assistant to City Manager
	rhernandez@thrdwavecoro.com
	Angela McGrath@longbeach.gov
	Jacque Sweeling@longbeach.gov
	Anitra Dempsey@longbeach.gov
	jeffhal@longbeach.gov

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

GROUP 121 PUBLIC WORKS

2, Sep-16

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

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

Type	Topo
Type	Boundary
Type	R/W
Type	Alignment
Type	Control Circuit

Type	Studies
Type	Solid
Type	Structure
Type	Hydraulic

Project No.	R No.	Title	Types
Pipeline Franchise		Progress Payments Change Order Sketches CPI Consumer Price Index Report Annual Hazardous Liquid Certification Pipeline Safety Fee Insurance Certificate Performance Bond Plan/Drawings Special Conditions Abandonments Document Assignments Consent Agreement Excavation Permits Facility Pipeline Temporary Street Occupancy Street Improvement Occupancy Permits Sewer Permits	Types Monitoring Wells Soil Borings/Coatings Storm Drain Connection Well Connection/Abandonment
			Types Supplements

Completed Index Values	
1	Agency
2	Author
3	Client
4	Contract No.
5	Date
6	Division
7	Drawing No.
8	Location
9	PO30:071 Project No.
10	Project Mgr.
11	Project No.
12	Project No.
13	R No.
14	Subject
15	Title
16	Type
17	Type
18	Type
19	Types
20	Types

Attendees	Title
Roy Hernandez	Project Manager
Eric Widstrand	City Traffic Engineer
Marc Wright	CSO
Karen Cox	Public Works Records
Bill Pittman	Public Works Right-of-Way
James Cool	Public Works Engineer Support
Teri Luce	Public Works BO Administration
Russ Caviness	
Neftali Bachman	Public Works Engineer Support
Carl Hickman	Senior Traffic Engineer
Teresa Dennis	CT III
Mars Habal	GIS Analyst
Jon Hornecker	Senior Surveyor
April Walker	Public Works Analyst

GROUP 22: CITY PROSECUTOR

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

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

Attendee	9.20.16	Title	Email	Phone
Roy Hernandez		Project Manager	rhernandez@hudwavecorp.com	310.914.0186
Denise Albertson		Prosecutor Assistant Supervisor	Denise.Abertson@longbeach.gov	562.570.5615
Sheri Seldon		Chief of Staff	Sheri.Seldon@longbeach.gov	562.570.5621

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

GROUP 1.2.3 TECHNOLOGY & INNOVATION

21-Sep-16

Type
Hardware
Software
Mobile device

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

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

Attendees 9.21.16		Title		Email		Phone	
Roy Hernandez	Project Manager	rhemandez@thirdwavecorp.com	310.914.0188	Cheryl Jenkins	Clerk Typist	Cheryl.Jenkins@longbeach.gov	570.6832
Erma Sadek	Admin	Erma.Sadek@longbeach.gov	570.5827	Toni Miller	Admin	Toni.Miller@longbeach.gov	570.6915
Jessica Romero	Admin	Jessica.Romero@longbeach.gov	570.5556	Eugene Fong	Admin	Eugene.Fong@longbeach.gov	570.665
Deborah Hill	Payroll Personnel Assistant	Deborah.Hill@longbeach.gov	570.6982	Justina Francisco	Admin Analyst	Justina.Francisco@longbeach.gov	570.773

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

26	Ticket No.
27	Title
28	Type
29	Vendor

Meals
Work Expense

Payroll Certification		Name	Date
Desk manual		Classification	Subject

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

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

Personnel Files	Reports	Fees/Rehinds Purchase Requisitions Purchase Orders Vouchers Inventories, Property Retirement Request Property Transfer Request.	EIRs / EIS Investigator Reports, Copy from HR
-----------------	---------	---	---

Attendees
Roy Hernandez

Project Manager

310.914.0186

Compiled Index Values	
1	Address
2	Author
3	Case Name
4	Claim No.
5	Claimant Name
6	Contract No.
7	Court Type
8	Date
9	Date of Injury
10	Deponent Name
11	Deponent Name
12	Facility
13	FY
14	Inv. No.
15	Location
16	Name
17	Ordinance No.
18	Parties
19	Party Name
20	Patient Name
21	Permit No.
22	Reso No.
23	SSN
24	Subject
25	Type
26	Vendor
27	Year

Olivia Maiserr

Special Assist to City Auditor

omaiserr@longbeach.gov

5	Bureau
6	Case No.
7	Content
8	Date
9	Department
0	Event
11	General Contr
12	Name
13	Oil
14	Organization
15	PO No.
16	Position
17	Stats
18	Subcontractor
19	Subject
20	TOPKO
21	Type
22	Vendor
23	Vendor No.

GROUP 135 LIBRARY

Function	Document Type (Record Series)	Document Class	Keyword Searchable / Index Values			
1	2	3	4	5	6	
Library Card Applications		Cash Reports:	Name			
Financial Records		AR Form Letters	Type			
		Accounts Receivable Invoices	Vendor	PO No.	Voucher	
		Packing Slips	Vendor	PO No.	Voucher	
		Asset Forms	Location			
		Accounting Files	Vendor	PO No.	Voucher	
		Deposit Receipts	Location	Support Agency	Date	
		Direct Payment	Vendor	PO No.	Voucher	
		Imprest Checking	Subsidiary Fund			
		Invoices (Vendor)	Vendor	PO No.	Voucher	
		Journal Vouchers	Fund	Department	MOU	
		Mileage Reports	Name	Date		
		Memoranda Of Understanding (MOU) Files	Department	Date	Scope	
		Purchase Orders	PO No.	Vendor	Date	
		Purchasing Card Accounting Files	Name	Location	Location	
		Reports				
		Billing & Collection System	Vendor			
		Delinquent	Vendor			
		Outstanding Invoices	Vendor	PO No.	Voucher	
		Payroll	Type	Date		
		Revenue				
		Returned Check File	Date			
		Budget Work Files	FY			
		CIP	Fund	FY		
		Resource Allocation	FY			
Facilities Project File		ADA Project Files	Location	Date		
Administration Files		Meeting Agenda	Meeting	Date		
		Meetings Notes	Meeting	Date		
Correspondence			Date	Subject	Author	
Facility Rental Documents		Support Services/Administration	Date	Location	Applicant	
		Main Branch/Location	Date	Location	Applicant	
		Records	Date	Location	Subject	
		Photos	Date	Location	Subject	
		Weekly Newsletter 'Check It Out'	Date	Subject		
		Newspaper Clippings	Date	Subject		
Grants						
Performance Management		Library Annual Reports	Location	Date		
Forms		Photo Release Forms	Date	Name		
Support Agencies		Commitment Letter	FY	Agency		
Volunteer		Application	Name	Date	Adult/Youth	
		Waiver	Name	Date	Adult/Youth	
Personnel Files		Personnel Requisition	Name			
		HR-1	Name			
		Benefit Forms	Name			
		Retirement Forms	Name			

Type	
Daily	
Weekly	

Scope	
Landscaping	
Custodial	
Fleet	
Technology Services	

Adult/Youth	
Adult/Youth	
Youth	

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

Person
Patron
Staff

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

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

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

GROUP 234 POLICE DEPARTMENT

Function Document Type (Record Series)

Function	Document Type (Record Series)	Document Class	Keyword Searchable / Index Values				
1	2	3	4	5	6	7	
Bail Documents	Bail Receipts	Bailing No.	Name	DR No.			
	Bail Trust Reconciliation	Bailing No.	Name	DR No.			
	Deposit Receipt	DR No.	Date				
	Direct Payment	DR No.	Date				
Financial Records	Imprest Cash Audit Report	Date					
	Journal Voucher	JV No.	Date				
	Imprest Cash	JV No.	Date				
	Emergency Response Cost Recovery	DR No.	Name				
Payments	Emergency Response Cost Recovery	DR No.	Name				
	Currency Transfer Record	Vendor Name					
	Travel Requests	Name					
Wife Transfers	Wife Transfers	Name					
	Wife Transfers	Name					
Advisory Group	Advisory Group Members	Advisory Name	Date				
	Advisory Group Members	Advisory Name	Date				
Forms	Apartment Watch Program Registration Form	Name	Location				
	Citizen Commendation Request Forms	Name	Location				
Records	Field Interview Cards	Name	DOB	Location	FI No.		
	Clearance Letter Requests	Name	DOB	Date			
	Criminal History Requests	Name	DOB	CI No.			
	CCW Permits Requests	Name	DOB				
	Calls For Service	Name	Location	Call No.			
	DR's	DR No.	Name				
	Redacted Case File	DR No.	Name	Booking No.			
	Vehicle Reports	Lic. No.	DR No.	VIN No.			
	Traffic Accident Reports	DR No.	Name	Date	Location		
	Traffic Accident Reports	DR No.	Name	Date	Location		
Project Assignments	Project Assignments	Bureau	Division	Proj Assig No			
	Project Assignments	Bureau	Division	Proj Assig No			
Arrest	Arrest Package Conversion	Package No.	Name	DOB	CI		
	Fingerprint Cards	Package No.	Name	DOB	CI		
	Booking Log	Package No.	Booking No.	Name	Date		
	Arrest Log	Booking No.	Name	Date			
Personnel Files	Booking Fee Reimbursements	Booking No.	Name				
	Booking Face Page	Booking No.	Name	DR No.			
	Mug Shots	Booking No.	Name	DR No.			
	Background Packages	Booking No.	Name	DR No.	DOB	Civil Serv File No	
Change of Assignments	Change of Assignments	Name	DID	SSN			
	Change of Assignments	Name	DID	SSN			
	Concealed Weapon Permit	Name	DID				
	Department Grievance Appeal Form	Name	DID				
Workmen's Compensation File	Workmen's Compensation File	Name	DID	SSN			
	Workmen's Compensation File	Name	DID	SSN			
	Payroll Time Records	Week Ending	Name				
	Psychological Test & Interview Record	Name	Name				
Medical	Certificates	Name	Name				
	Payroll Transactions	Name	Name				
	Evaluations	Name	Name				
	Hiring Paper Work	Name	Name				
Medical	Doctor's Notes	Name	Name				
	Medical Records	Name	Name				

Bureau
Chief
Patrol
Investigation
Admin
Support
Fiscal

Division
Records
Personnel
Community Engagement
Accounting
Budget Management
Bureau Management
Contracts Administration
Detective
Gang & Violent Crimes
Forensic Sciences Services
Criminal Intelligence
North Division
West Division
East Division
Field Support
Jail
Port Police
Training
Security

Audit Type
Murkbans
Inventory

Division Personnel File	Resumes	Position	Date		
Court Orders	Restraining Orders	Name	Rest Order No.		
	Subpoena Duces Tecum	Case Name	Case No.		
Citations	Discovery Motions	Case Name	Name	DOB	DR
	Traffic	Cit No.	Name	DOB	
Warrants	Misdemeanor	Cit No.	Name	DOB	
	Voided Citations	Warrant No.	Name	DOB	
	Felony	Warrant No.	Name	DOB	
	Misdemeanor	Warrant No.	Name	DOB	
	Foreign	Warrant No.	Name	DOB	
	Warrant Abstracts	Warrant No.	Name	DOB	
	Warrant Teletype	Warrant No.	Name	DOB	
Correspondence		Date	Subject	Name	
Manuals & Orders	Directives, Policies and Procedures	Name	Number		
Internal Affairs	Formal Invest - Sustained	IA No.	Name		
	Formal Invest - Sustained Less than A 10-Day Susp	IA No.	Name		
	Non-misconduct Cases	IA No.	Name		
	Service Complaints	IA No.	Name		
	Taped Interviews	IA No.	Name		
	Audits	Date	Audit Type	DID	
	Appeals	Name	Date	DID	
	Pitches Mobions	Name	Date		
Legal	Legal Opinions	Subject	Date		
	Lawsuits	Name	Date		
	MOUs	Organization	Date		
	MOAs	Organization	Date		
Investigation	Arrest / CR Disposition Sheet	DR No.	Date	Name	
	VIN Inspection Request	DR No.	Date	VIN	
	SCAR Report	Referral Number	Date	Name	
	APS Reports	LPPD Index Number	Date	Name	DOB
	Missing Person Reporting Form	DR No.	Date	Name	
	Sexual Offender Register File	Name	DOB	Name	
	Case Documents	DR No.	Date	Name	
	Detective In-Service Training Log	Subject	Date		
	Investigator Worksheet	DR No.	Date	Name	
	Long Beach Police Department Handwriting Card	DR No.	Date	Name	
	Warrants Affidavit	DR No.	Date	Name	
	Advisement of Legal Rights(English, Spanish & Viet.)	DR No.	Date	Name	
	Audio-Tape-Recordings	DR No.	Date	Name	
	Officer Involved Shooting	DR No.	Date	Name	
	In-Custody Death	DR No.	Date	Name	
	Detective Bureau Briefing Report	DR No.	Date	Name	
	Handgun Examination	DR No.	Date	Name	
	Investigator's Handwritten Notes	DR No.	Date	Name	
	Letter to FAA Carrier Concerned (Gun Letter)	DR No.	Date	Name	
	Video	DR No.	Date	Name	
	Bicycle Reports	DR No.	Date	Name	
	Found Bicycles Pick-up Report	DR No.	Date	Name	

Category	Item	DR No.	Date	Name	Control No.
Audio	Photographs	DR No.	Date	Name	
	Lab Report	DR No.	Date	Name	
	Crime Scene/Evidence Processing Log	DR No.	Date	Name	
	Evidence Log Book	Date			
	Intoxlyzer Maintenance Log Book	Serial Number	Date		
	A.B.C. Files	Location	Date		
	Charitable Solicitation File	Organization Name	Date		
	Confidential Informant Files	CI Number	Date		
	Curb Painter Background check	Name	DOB	Date	
	C.I.B. (Criminal Information Bulletins)	Title	DOB	Date	
	Massage Files	Name	DOB	Date	
	Runnagge Sale Permit Files	Permit Number	Date		
	Tax Driver Permit Files	Name	DOB	Date	
	Juvenile Petitions	DR No.	Date		
	Towing Operations Permit Files	Name	DOB	Date	
Asset Forfeiture	Asset ID No.	DR No.	Date	DOB	Control No.
Vr CAP	DR No.	Date			
Prosecutor Disposition Sheet					
Patrol	Deployment Daily Final Sheet	Name	Date		
	COPS	Name	Date	Call No.	
	MET Files	Name	Date	Call No.	
Jail	1/4 Hour Inspection	Date			
	24 - Hour Court Sheet	Date			
	24 - Hour Jail and Prisoner Inspection Sheet	Date			
	Authorization to Strip Search Prisoner	Name	Date	DID	Booking No.
	Daily Meal Count	Date			
	Jail Shakedown - Men's Jail	Date			
	Medicine Distribution Log	Date			
	Monthly Population Report	Date			
	Jail Medical Records	Name	Date	Booking No.	
		Contract No.	Vendor	Vendor No.	FY
Vendors	Agreements	Contract No.	Vendor	Vendor No.	FY
	Contracts	Contract No.	Vendor	Vendor No.	FY
	Quotes	Vendor	FY		
	POs	Vendor	PO No.	FY	
	Invoices	Vendor	PO No.	FY	
	Certificate of Insurance	Vendor	FY		
	W9	Vendor	Vendor No.	FY	
Packing Slips	Vendor	FY			
Grants	JAG Binders	Name	Date		
	Reimbursement	Name	Date		

Attendees	Title	Phone
Roy Hernandez	Project Manager	310.914.0166

Complined Index Values	
1	Advisor Name
2	Asset ID No.
3	Audit Type
4	Booking No.
5	Bureaud
6	Call No.

GROUP 2.1.4 Fire Department

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

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

GROUP 2.1.5 PARKS & RECS

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

Types
Executive Staff
Parks & Rec Commission
Project
Parks & Rec Commission Sub Com.

Type
Progress
Summary
Audit

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

Registration/Reservations	
Animal Care	

Attendees	Title
Roy Hernandez	

*Compiled Index Values	
1	Asset Item
2	Asset No.
3	Author
4	Case Name
5	Contract No.
6	Date
7	DR No.
8	FY
9	Inv. No.
10	ITB No.
11	JV Name
12	JV No.
13	Location
14	Name
15	No.
16	PO No.
17	PRA No.
18	Project Name
19	Requisition No.
20	RFI No.
21	RFQ No.
22	Subject
23	Title
24	Type
25	Types
26	Vendor

GROUP 2.16 HEALTH & HUMAN SERVICES

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

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

Special Event

Type
Leases
Service Agreements
Warranty

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

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

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

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

GROUP 2.17 EMERGENCY COMMUNICATIONS AND OPERATIONS CERENTER

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

		Performance Evaluations	Name	Year
		1-9 Verifications	Name	
		W-4	Name	
		LiveScan	Name	
		Oath	Name	
		Online Applications	Name	Classification
		Signed Policies	Name	
		Direct Deposit Form	Name	
		Employee Verification Forms	Name	
		Back Ground Checks	Name	Week Ending Date
		Time Cards	Name	Type
		Training Certificates	Name	
		Workers Comp	Name	
		FMLA	Name	
	Council Letters	Resolutions	Title	Year
		Council Request	Title	Year
	Safety	Monthly Safety Inspection	Date	
		Ergonomic Evaluation	Name	

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

Attendees: October 3, 2016	
Roy Hernandez	Project Manager
Allie Bright	Analyst
Jami Kerr-Jenkins	Personnel Payroll Assistant
Leslie Untener	Admin Manager
Edis Rodriguez	Secretary
	thermandez@thirdwavecorp.com
	Allie Bright@longbeach.gov
	Jami Kerr-Jenkins@longbeach.gov
	Leslie Untener@longbeach.gov
	Edis Rodriguez@longbeach.gov

Statement for Attachment H

Exela is a publicly-traded company and we do not comment on individual contracts. As with any company similar to Exela, it is not uncommon for judgments, claims, arbitration, proceedings, and/or suits to be instituted and pending from time to time against our organization and/or officers. However, none of the foregoing actions exist that would have a material adverse impact on Exela's ability to perform the services required by the Court.

Exela is compliant with all aspects of the minimum requirements listed in the RFB. We have correctly submitted our response by the required date through Planetbids. Exela has been providing conversion services for over two decades, and can meet and exceed all City requirements listed in this RFB. The *Experience and Capability* section outlines some of our larger projects in greater detail. Exela is very familiar with and agrees to maintain the required insurance coverages. All licenses have been validated with our response, and the required forms are completed and attached.



City of Long Beach

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

January 3, 2019

ADDENDUM NO. 1: Q & A

**ITB No. TI 19-024
Citywide Backfile Scanning Services**

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

Questions and answers as follows:

1. General Questions:

Topic 1: The Bid states the following:

CORPORATION

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

OR

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

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

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

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

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

Addendum #1 – ITB No. TI19-024

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

ITB TI 19-024 CITYWIDE BACKFILE SCANNING SERVICES

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

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

A: Yes.

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

A: Anticipate between 2 and 90 characters.

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

A: No.

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

A: Yes.

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

A: Yes, all contractor personnel shall be bonded.

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

A: 100%

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

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

Addendum #1 – ITB No. T119-024

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

A: No.

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

A: Anticipate they will need to be separated.

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

A: No.

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

A: No.

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

A: This information is not available.

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

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

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

A: That department.

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

A: Yes.

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

A: Anticipate 20%.

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

A: Anticipate 20%.

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

A: Offsite.

Addendum #1 – ITB No. T119-024

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

A: Yes.

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

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

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

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

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

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

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

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

Is this information due with the bid or upon award?

A: This information must be submitted with the bid.

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

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

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

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

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

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

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

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

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

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

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

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

What is the age and general condition of the documents?

A: This varies from department.

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

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

A: This information is not available.

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

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

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

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

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

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

PREPARED BY: Sokunthea Kol, Buyer II

ACKNOWLEDGED BY: sourcecorp BPS Inc.
Company Name
Suresh Yannamani President
Print Name Title
 01/11/2019
Signature Date

BUSINESS TAX CERTIFICATE

CITY OF CARSON

The person, firm or corporation below named has paid to the City of Carson the required tax and is hereby granted license to engage in, carry on or conduct in the City of Carson, California, the business, calling, vocation, profession, trade, occupation, exhibition, show or enterprise described below at the location shown and the period indicated.

BUSINESS CLASS NO.: 440
DESCRIPTION: WAREHOUSE/STORAGE YARDS

BUSINESS NAME: SOURCECORP BPS INC
BUSINESS LOCATION: 20500 BELSHAW AVE, CARSON, CA 90746
BUSINESS OWNER: SOURCECORP BPS SOUTHERN CALIFORNIA INC

SOURCECORP BPS INC
251 LITTLE FALLS DR
WILMINGTON, DE 19808-1674

Business License Number: 043013A
Effective Date: March 01, 2018
Expiration Date: February 28, 2019

Victor J. ...
Finance Director

NOT TRANSFERABLE

TO BE POSTED IN A CONSPICUOUS PLACE



Embracing complexity.
Delivering simplicity.

SUBMISSION DATE

1.15.2019

Exela Response to ITB TI 19-024 for City of Long Beach Citywide Backfile Scanning Services

Eric Patterson

Director of Business Development

EXELA ENTERPRISE SOLUTIONS, INC.

O +1 562.295.3687

M +1 949.510.2871

E eric.patterson@exelatech.com

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Service Provider Information

Exela Technologies Inc., a NASDAQ (XELA) listed-publicly traded company, is one of the largest global providers of transaction processing and document outsourcing solutions, enterprise information management solutions and on-site management services, and serves over 3,500 clients in approximately 50 countries, including more than 60% of the Fortune® 100 and we serve 98% of Am Law® 100 clients across countries including many international law firms. SOURCECORP BPS, Inc., a subsidiary of Exela Technologies, Inc., and the contracting party, on behalf of itself and its affiliates ("Exela") submits this proposal.

EXELA TECHNOLOGIES - EMBRACING COMPLEXITY, DELIVERING SIMPLICITY.

We are a global BPA company ready to drive your digital transformation through excellence in experience, efficiency, and quality.

Exela Technologies, Inc. ("Exela") is a global business process automation ("BPA") leader combining industry-leading enterprise software and services with decades of experience. Our BPA suite of solutions are deployed across legal, banking, healthcare, insurance and other industries to support mission critical environments. Exela is a leader in workflow automation, attended and un-attended cognitive automation, digital mail rooms, print communications, and payment processing with deployments across the globe.

Exela partners with customers to improve user experience and quality through operational efficiency. Exela serves over 3,500 customers across approximately 50 countries, through a secure, cloud-enabled global delivery model. We are 22,000 employees strong at nearly 1,100 onsite client facilities and 150 delivery centers located throughout the Americas, Europe and Asia. Our client list includes 60% of the Fortune® 100, along with many of the world's largest retail chains, banks, law firms, healthcare insurance payers and providers and telecom companies.

January 15, 2019

City of Long Beach
333 West Ocean Blvd Plaza Level
Long Beach, CA 90802
Attn: Sokunthea Kol

RE: Request for Bid ITB TI 19-024, Citywide Backfile Scanning Services

SOURCECORP BPS, on behalf of Exela Technologies, is pleased to present this proposal to the City of Long Beach ("the City") in support of its Request for Bid ITB TI 19-024, Citywide Backfile Scanning Services*. The potential scale and quick turnaround are critical to the success of this RFB. The scope of work falls directly into our core service offerings. We perform similar work for other private organizations and public agencies, and possess the geographical footprint, resources, infrastructure, and technical expertise needed to fulfill the requirements established in this RFB.

This proposal will clearly demonstrate Exela's credentials and qualifications to successfully undertake the services requested by the City. With significant experience in the design, implementation, and deployment of conversion and QC solutions, Exela is able to supply the City with comprehensive resources and expertise in information management programs.

As the City continues its evaluations of potential Business Process Outsourcing (BPO) partners, we are certain that it will take note of:

- Our decades of experience providing imaging services for law enforcement agencies
- Our outstanding reputation with our current clients (references provided)
- The risk mitigation and business continuity capabilities we can provide
- Our partnership approach to support

We look forward to working with the City, and appreciate the opportunity to meet for further discussion and demonstration of our capabilities. Should you have any questions regarding this procurement, please contact Eric Patterson, Director of Business Development, at 949.510.2871 or at eric.patteron@exelatech.com.

Sincerely,



Director of Business Development
Exela Technologies, Inc.
O: +1 562.295.3687
M: +1 949.510.2871
E: eric.patterson@exelatech.com

*Exela contracts under our wholly-owned subsidiary SOURCECORP BPS, Inc.

Executive Summary

Exela is excited to have the opportunity to work with the City of Long Beach (City) through this Request for Request for Bid ITB TI 19-024, Citywide Backfile Scanning Services. We have developed solutions for your scanning needs to accommodate the growth of the City and to meet the evolving demands of a more sophisticated clientele.

Competitive Distinguishers and Benefit to the City

This bid calls for large amounts of data with varied requirements to be converted quickly and securely. We are confident that the City will benefit from Exela's large processing capabilities, the expertise of our management teams, the robustness of our systems and infrastructure, and the thoroughness of our security implementations. Our local production facility is just up the 710 freeway from the City offices in Carson, CA. That facility is over 38,000 sq. feet and has handled many multi-million image projects for local governments like the County of Los Angeles, Orange County, County of San Bernardino, and many others. Since we're a national company, we have several mega-centers across the country we could shift resources from if the City ever has a need for very large volume conversion in compressed timelines. We will share our international cross-industry expertise and pool of diverse solutions with the City, and enhance that expertise with detailed attention at local levels.

RFB Minimum Requirements

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.

Exela has attached a list of five references for the City to contact. They are in Attachment B

B. Financial Statement: Bidder shall furnish the most recent and complete financial statement of bidder's current assets, liabilities, and net worth.

Exela has uploaded our two previous quarters' financial statements.

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.

Exela is an international company with over two decades experience with scanning and very large conversion projects. We maintain all the hardware, software and personnel to complete and exceed all requirements of this RFB. Since we are a national company with production facilities located all across the country, if we need to move additional resources around, we can quickly do it. We can move scanners or even personnel to handle specific projects. Many companies may say it but Exela actually has completed many, many multi-million page scanning projects. See below for a list of recent work completed at our Carson, CA production facility.

If awarded a contract, we make one request to add in this language to the contract:

“To the extent authorized by the laws and Constitution of the State of California and the City of Long Beach, Contractor’s aggregate liability under this Contract shall be limited to the maximum amount paid under this Contract and Contractor shall not be liable under any circumstances for any special, indirect, incidental, consequential or other damages. The foregoing limitation shall not apply to Contractor’s gross negligence, intentional misconduct, or claims relating to the infringement of intellectual property rights of third parties.”

Experience and Capability

Exela has been providing conversion services for public sector clients since 1988 and in Southern California since 1998. This section provides a description of some larger projects recently completed by our team in the Carson office. In late 2016, Exela, contracting as HOV Services, Inc., won a contract to convert accounting files and case files for the Orange County Probation Department. Through 2018, we have converted approximately 9,000 boxes for the Department. The total value of the contract is \$900,000, and the project is proceeding on schedule with few changes since the start of production. This is due to the planning, documentation, and testing of all phases of the project prior to moving into the production phase. The same Account Manager we are proposing on this project, Eric Patterson, is working with the Probation Department. He oversees communication with the Department, leveraging any necessary resources to handle questions on production, invoices, quality, or schedule.

In 2015, Exela converted over 10,000 boxes for a large aerospace company. The work performed for this client was project-based and very similar to the requirements within this RFB, in that there could be different requirements for the various file types and file types. There were a range of requirements that needed to be documented, tested, and delivered in a variety of formats. Exela employed teams of workers to assist in boxing up of the data at the campus where the files were located. 12,000 boxes worth of data was removed from shelves and file cabinets at the client’s two locations and delivered to the same Carson facility that will support the City on this project. Our Account Manager, worked with our Operations team and the client to formulate a schedule and completion timeline for all departments affected. It was critical to maintain the schedule, as these departments were not operational without their data. We held weekly meetings with the client, presenting the previous weeks’ production and answering any questions. The content of the data was very similar to the data to be converted in this RFB—scanning in black and white

or color at 300dpi, indexing per the requirements (including OCR requests), and delivering the data accordingly. The project came in under the overall budget, totaling approximately \$1.6 million dollars.

In 2014, the Superior Court of California, County of Riverside needed to convert approximately 63,000,000 images over the course of two years. They needed the data converted quickly and accurately. The Exela team immediately took action, documenting the requirements, writing the programs to match and merge index data, and sampling several case files. Hardware and software needed to be procured and staff hired. Once in production, Exela needed to maintain a pace of approximately 300 boxes per week. When the Court fell behind in boxing and manifesting the data, our Project Manager, worked with the Court to create a process where we took over the database look up and manifesting of each box and providing a record of all cases for the Court. This enabled the Court to have their resources focus on their core business, without spending as much time on the back file conversion, and still maintain an aggressive production schedule. Exela's approach is one of an outsourcing partner. Our job is deliver high-quality conversion and data capture services, giving all our clients faster access to their data. Taking over the manifesting improved the process for both parties and ensured all data was converted on time and on budget, approximately \$1.9 million dollars.

For over a decade, Exela has been providing services for the Superior Court of California, County of Los Angeles. We have converted hundreds of millions of pages of small format pages and microfilm. We typically convert over 350 boxes per week for the Court. Exela and our Account Manager, work with the Court to determine their priorities and creates solutions and schedules that meet their goals. Exela maintains weekly meetings with the Court, working with the end users and their IT Department ensuring everyone's respective requirements are met.

The City should take note of our ability at our local production facility to handle several multi-million page projects at the same time. While we were converting 300 boxes of data per week for the Superior Court of California, County of Riverside, we were converting hundreds of boxes for a large aerospace company, and the Superior Court of California, Country of Los Angeles. The same staff that managed these projects will handle the work for the City. Exela maintains all the tools to effectively track the production from pickup through delivery to meet all our clients' needs.

Security Measures

Overview

Security is critical with all of our clients' data. Exela Technologies protects its system with a comprehensive assortment of security best practices and controls. At Exela Technologies, the security of systems and applications and confidentiality of data is of utmost importance. We actively mitigate potential threats by adhering to a complex set of best practices, including documented and audited processes to ensure uninterrupted, secure service.

Information vulnerabilities and risk come from both external and internal threats, and they can involve both malicious and unintentional disclosures. Information security involves a great deal more than preventing hackers from unauthorized access. A comprehensive information security program must address the intake, storage, transmission, access, recovery and destruction of data, and it must do so for both electronic and physical operations.

Reducing risks and vulnerabilities across all these processes is not just a constant challenge for businesses—it is also a legal mandate. Regulations require businesses to protect Protected Health Information (PHI) and Personally Identifiable Information (PII). Regardless of legal action, a breach of data security can be enough to destroy even the most respected name in any industry. Access controls and

network security alone are not enough to protect confidential information. Data security must be a part of all aspects of business, from physical access and data protection to risk assessments and awareness training.

Exela's primary business is data handling and processing, and we take an aggressive stance on protecting the information our clients entrust to us. Our security implementations span a host of actions that include:

Secure Configuration, Access Controls, and Passwords

Exela Technologies has formal policies designed to control access to data in a secure manner so businesses can continue to operate without interruption. These controls are reviewed and monitored by management to ensure that security standards are complied with and issues are dealt with promptly.

- **Boundary Firewall**

To protect the data integrity and security of Exela Technologies' enterprise network, we have implemented multiple controls and practices to maintain the highest level of security. Safety measures include: protecting all boundaries and external perimeters with firewalls, and ensuring all external connections terminate in a DMZ network.

- **System Security**

To ensure system security, Exela Technologies has implemented appropriate hardware and software to maintain a secure environment. A Managed Security Services Provider (MSSP) is engaged to help provide threat intelligence at our boundary. For an extra layer of security, servers are backed up on a regular basis.

- **System Monitoring**

Exela Technologies has deployed the Tenable Security Center solution – One key component is Passive Vulnerability Scanner (PVS) which provides continuous network monitoring in real-time. Additionally, this solution also supplies a combination of detection, reporting and pattern recognition in a variety of areas such a vulnerability management, compliance and patch monitoring, and others.

- **Antivirus Controls**

Exela Technologies has formal policies to ensure antivirus systems are in place and properly maintained to protect the corporate computing environment. Antivirus software is loaded on all computers and servers and on any computer that is authorized to connect to our network. The software is configured to regularly scan for viruses and scan whenever installing or downloading data or programs, opening a data file or executing a program. Compliance with this policy is mandatory and monitored.

- **Physical Access**

All Exela employees must participate in a rigorous vetting process, which includes a complete background check. Physical access to our production facilities and computer equipment locations is monitored and restricted to those individuals who require such access to perform their job. Employees are required to use security badges to access secure areas and provide identification. A physical access control mechanism is limited to appropriate personnel. Exela Technologies' data center at Troy complies with N2 Tier III requirements providing 99.982% availability. All facilities, production, and storage areas are under video monitoring.

- **Security Tools Deployed**

A sample of network security tools deployed in the environment includes Check Point 13800 with Threat Prevention and DLP blades, DDoS, NetScreen IDP, Check Point SandBlast, Tenable Security Center PVS, LogRhythm, F5 Load Balancer with ASM and Access Policy Manager, and Solutionary Managed Security Service. Security alerts from the intrusion detection system are continuously monitored/logged. Logs are maintained both online and archived. Logging, monitoring and retention are based on business need and/or regulatory requirements.

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.

Duke Realty
14241 N. Dallas Parkway, Suite 1000
Dallas, TX 75254
(972) 361-6747
Customer #SourceHOV

Staples Advantage
500 Staples Way
Farmington, MA 01502
To obtain references please email reference@staples.com
Turn around may take up to 10 days

BANK REFERENCE

Full Name: Mike Meredith
Job Title: Senior Vice President
Company: Bank of Texas, N.A.
Business Address:
5956 Sherry Lane, Suite 1100
Dallas, Texas 75225
Business: (214) 987-8831
Business Fax: (214) 987-8892
E-mail: mmeredith@bankoftexas.com
Acct# 8093434277

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**.

Exela is a publicly-traded company and we do not comment on individual contracts. As with any company similar to Exela, it is not uncommon for judgments, claims, arbitration, proceedings, and/or suits to be instituted and pending from time to time against our organization and/or officers. However, none of the foregoing actions exist that would have a material adverse impact on Exela's ability to perform the services required by the Court.

Exela is compliant with all aspects of the minimum requirements listed in the RFB. We have correctly submitted our response by the required date through Planetbids. Exela has been providing conversion services for over two decades, and can meet and exceed all City requirements listed in this RFB. The *Experience and Capability* section above outlines some of our larger projects in greater detail. Exela is very familiar with and agrees to maintain the required insurance coverages. All licenses have been validated with our response, and the required forms are completed and attached.

Ability to Meet the City Objectives and Requirements

We have carefully reviewed the RFB provided by the City and are able to comply with its stated requirements. The City's processing performance can continue to be increased by a partner such as Exela – one that not only offers proven business process expertise, but also high responsiveness in supporting varying operational requirements across multiple projects. Core to Exela's value is our ability to architect specific solutions to fit exact needs. Understanding that this contract would be comprised of multiple projects for City Departments, Exela invites the City to leverage our expertise to engineer tailored solutions that precisely support this model.

We also offer the resources and capabilities to quickly establish the required operations and solutions within relatively compressed timelines. We understand what is required to quickly mobilize operations and we successfully rely upon the experience of our operational and technical account management groups to effectively identify and implement all client and facility requirements. Exela is well versed in performing similar work for other large-scale clients, which has enabled us to refine and standardize our implementation processes and procedures. We also utilize proven and repeatable data capture and processing platforms that allow rapid configuration of components that change based upon client contractual requirements, while the core platform remains relatively unchanged.

Exela understands that the City's goal is to partner with a contractor that can be flexible and efficient while providing high-quality conversion service with a variety of requirements. The contractor must be able to handle the following requirements:

- Maintain high levels of security by employing background checks on all employees and maintaining very high levels of physical and network security to ensure the City data is secure and protected at all times
- The ability to quickly and efficiently ramp up and meet any of the City's' conversion needs
- The ability to track file and box movement throughout the conversion process
- The ability to quickly and efficiently retrieve files if the City has a request when the file is in our possession
- The flexibility to handle all types of paper qualities within a file.
- The flexibility and ability to handle large volumes within specific turn-around times.
- The ability to generate reports for the City on conversion details

EXELA'S SOLUTION

Exela recommends a wide ranging, end-to-end solution designed to fit your current and future needs. We have decades of experience providing exactly the type of services required in this RFB. The solution starts with knowledgeable and experienced staff to understand the City's needs and requirements, document

those requirements, leverage the proper resources, test the applications, deliver samples of the jobs, and bring them into steady state.

Our solution starts with deploying staff to work with the City on whatever their particular project needs are. Unlike a typical scanning service bureau, Exela is a true business process and information management company. We are a billion-dollar company that is active in all aspects of information management. We are onsite at hundreds of client locations across the country. We convert tens of millions of pages to digital data every month, host over 3.5 billion images of customer data. We connect healthcare providers to payers with the movement of electronic claim data. In addition, we handle electronic workflow requirements and perform big-data analytics for our clients, enabling them to gain further insight and efficiencies in their processes.

Clear communication is vital to the success of any contract and project. Exela would maintain, at a minimum, weekly communication with the City to understand their priorities and the specific needs of the City. We will work with the City to recognize any particular pain points and present solutions that will eliminate and solve these issues. Exela is uniquely positioned to recognize these issues and work with the City to assist them in *their* process, rather than force-fit the City's needs into what a typical scanning service bureau can provide.

Transparency and a consistent line of communication are critical throughout any successful project, but never more so than in the early stages of project discussion and documentation. When a particular need or pain point is established, our Account Manager will work with the City to understand the City's needs and goals and document those needs and the job requirements for the City to review and approve. Any changes will be identified, documented, and re-submitted to the City for review and approval. No work will be performed until the job specifications are approved.

While working with the City and documenting the job requirements, the Account Manager will work with the Operations team to ensure they are aware of upcoming work, can provide input on scheduling, and have the necessary resources ready when the project begins.

Once project specifications are approved, our Operations Manager will work with the team to generate samples for the City to review and approve. The sample is to provide a basis for image quality, index accuracy, and to make sure the format is correct for loading into the City document management system. Upon sample approval, we will move into production. Weekly calls will be maintained to ensure both parties are on the same page and the production schedule is met. Any changes in the requirements will be documented and signed off on by both parties. Reports can be generated at whatever frequency the City wishes.

Large Local and Global Processing Capacity

Unlike many of our competitors in the outsourcing industry, Exela offers the City a very broad local and global operational footprint. Our local facility in Carson, CA, is over 38,000 square feet and has converted many projects of this size and scope for the County of Los Angeles, Orange County, Superior Court of California, and many others. As a global company, we have operations in the United States, Canada, Mexico, China, India, and the Philippines, as well as the United Kingdom, Sweden, Ireland, Estonia, France, Germany, and the Netherlands. We are able to leverage the capabilities of these strategically located sites for our image-based processing. We understand and acknowledge that no data may leave California. All work would be performed locally, in Carson. Importantly, our expansive footprint offers built-in disaster recovery and overflow support capabilities for our Carson location. We also have a tremendous pool of technical and personnel resources available to us, should we need to ramp up quickly for the City.

A Fiscally Competent Service Provider

The outsourcing marketplace is populated by organizations of varying scale and capabilities. Small- to mid-size regional BPO providers may not offer the fiscal resources or the management capabilities to take on this engagement and maintain stated performance claims. Exela offers the City a sound financial foundation from which we are able to sustain optimal system and industry standards, as well as invest in leading edge technologies to uplift operational performance. Exela is one of the largest BPO and consulting companies in the market, with ~\$1.4B in annual revenue and a wide and diverse client base that encompasses over 60% of the Fortune® 100, as well as:

- The top 10 US Banks
- The top 5 Healthcare Insurance Payers
- The top 5 US Telecom Companies
- 9 of the top 10 US Insurance Companies
- 30+ States/Countries and 80+ Government entities
- 40+ utility companies

High Levels of Security

As a major, tenured outsourcing firm, we have been performing large-scale, complex conversions of highly sensitive documents for nearly 30 years. Our processes employ the highest levels of document tracking and control, and the tightest security and confidentiality measures. As dictated by project requirements, we maintain robust industry and governmental security compliant operations (e.g., SSAE 16 Type II, SOX, PCI, HIPAA, FISMA, NIST, NARA, FIPS, and DIACAP) that ensure the security of all data and documents received and processed on behalf of our clients. This status should provide the City with the reassurance that Exela is the most secure supplier replying to this RFB.

Superior Processing Quality

For well over a decade, Exela has employed and lived by Six Sigma process improvement methodologies to analyze and advance quality levels to the highest in the industry. Our Quality Management System includes both the strategy (Quality Assurance) and the methods (Quality Control) that are applied to our operational environment, systems, and workflow processes to ensure that:

- Standard, documented procedures are in place to ensure we meet or exceed the City's requirements
- Methods of measure are consistently utilized to assess performance and compare that performance to the City's objectives and expectations
- Monitored controls and audit systems are in place to ensure daily compliance to standard procedures
- Robust and active root cause analysis and corrective action methodology are utilized in response to measures that deviate from plans

Significant Account Team Experience

Exela believes in dedicated account management practices, where our managers form a true partner relationship with our clients based on mutual respect and trust. We offer a veritable 'dream team' of industry and global company talent in the overall management of this engagement with the City. Three of

our most seasoned industry professionals will provide overall leadership and management support to ensure that the City receives the highest levels of customer satisfaction and return on its investment in Exela resources.

We also offer the commitment and sponsorship of our executive team to ensure complete success. Exela's executive team will support this engagement through our project steering committee forum, bringing direct attention to the project at a strategic level and monitoring project progress and issues on a regular basis.

Value Add Pricing

We understand that the City will focus closely on vendor capabilities and reliability to mitigate potential project risk. And while low cost, robust security, and high quality performance are not always mutually exclusive evaluation criteria, sometimes a disconnect can exist between price and value. Also, value must be determined in the context of total solution offerings (i.e., organizational experience and reputation, technological capabilities, management expertise, business insight, innovation, flexibility, and commitment to continuous improvement). Similar to Exela, smaller companies can offer the City competitive pricing, but unlike our organization, they may lack the specific knowledge, resources, and stability necessary to support this critical contract. High performance may not be entirely dependent upon organizational size, but it does require a focused, strategic approach backed by extensive expertise and proven technology. And without real experience in supporting engagements of this size, pricing may not always adequately reflect the true level of effort required.

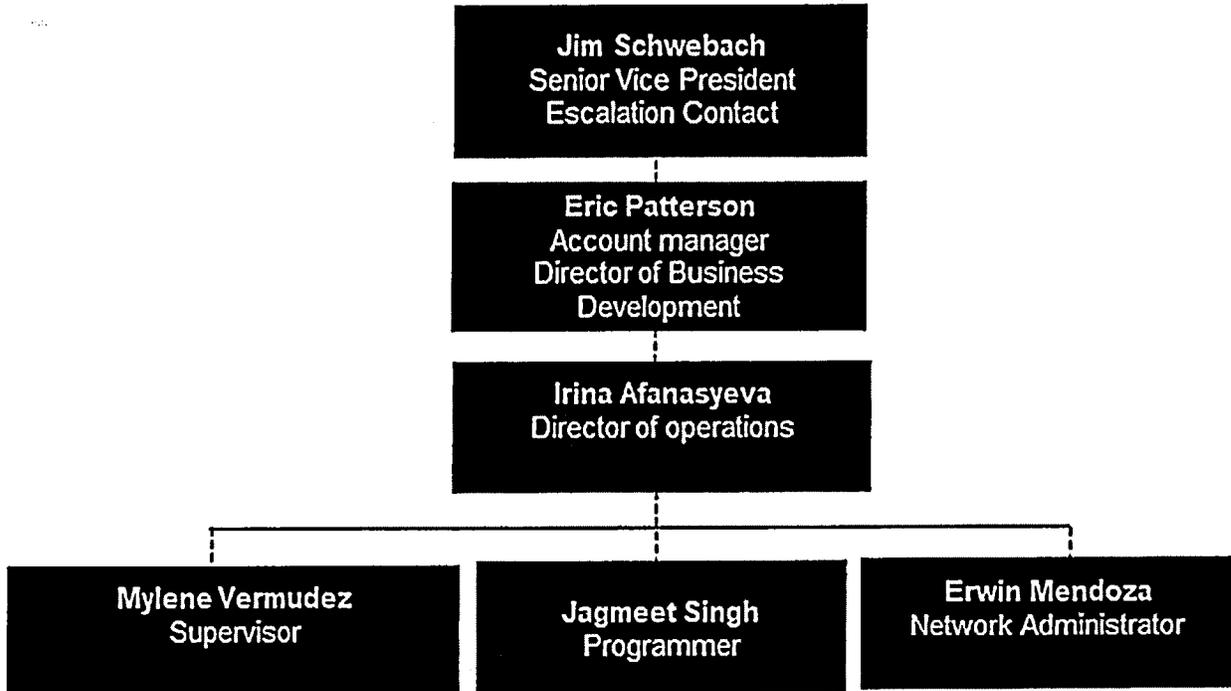
Partnership Approach

Exela strives to develop customers for life – a principle that embodies two critical concepts: partnership and trust. Our partnership with the City will begin by getting to know its goals, objectives, plans, and success criteria, and making them our own. Similar to our work with other clients, Exela will become a critical part of the City team, offering proactive solutions and a 'whatever it takes' attitude. While true partnership is built over the long term and evidenced by consistency, Exela has identified some initial engagement-specific examples of our close collaboration approach:

- The willingness to work with the City to refine solution components that take budgetary needs into consideration, while producing output that delivers the highest levels of quality and usability possible; Exela develops robust solutions that blend the best of operational and cost efficiencies.
- An open ended audit calendar for the City's examination and approval of Exela's facilities, confirming our capabilities in designing, implementing, and maintaining secure environments required to handle sensitive information. This would include both regularly scheduled and unannounced audits.
- A proven program management plan that will ensure well-defined decision making, communication, conflict resolution, change management, roles and responsibilities, and escalation protocol.
- Our competitors can promise contract compliance, but Exela is able to achieve higher levels of partnership and trust by taking ownership and working with the City to jointly develop strategic frameworks and direction.

ACCOUNT MANAGEMENT STRUCTURE

Exela Account Management Team



Account Manager

Name: Eric Patterson

Title: Director of Business Development

Mr. Eric Patterson will be the account manager for the City. Mr. Patterson has been with Exela for over 14 years. He has been involved in many of the largest, most complex jobs in California over that time. From contract negotiation to ongoing steady-state production, Eric will work with the City and the Exela Operations team, ensuring that all requirements are met. Eric has successfully worked on many multi-million dollar projects like the Superior Court of California, County of Los Angeles, Orange County Probation, The Boeing Company, Superior Court of California, County of Riverside, County of San Bernardino Department of Public Works, County of San Bernardino Department of Human Services, LPL Financial, Wells Fargo Bank, and many others. Based in Exela's Carson, CA, Operations Center, Mr. Patterson is a results-driven and diligent professional who possesses extensive interpersonal relationship, business process/strategy development, and problem-solving expertise. He establishes confident rapport between clients and internal teams to foster a cooperative and productive environment. He is also a highly effective communicator with a track record of building foundations of trust and integrity to execute performance across multiple departments.

Mr. Patterson maintains general responsibility for the planning and directing of all activities necessary to exceed the needs of clients, while supporting related company operations. He will be responsible for providing overall project guidance, documenting job requirements, and performance monitoring, as well

as comprehensive account/communication management. He is responsible for organizing and overseeing daily client requests, which include job specification negotiation and development, the provision of pricing and delivery options, coordination with operational teams to complete all jobs, and issue mitigation and resolution.

The following describes the key management roles that will support this engagement. Exela relies on a team-based network approach to combine diverse competencies, knowledge, and capabilities to meet specific project goals and ongoing process deliveries. Resources at the global level are assembled and deployed to support the implementation phases of our engagements. Once full production is initiated, regional resources are responsible to ensure ongoing operations meet all SLAs. Our project leadership is client centric and our project management resources are seasoned professionals with extensive industry knowledge and technical/delivery expertise.

Operations Manager

Name: Irina Afanasyeva

Title: Sr. Operations Manager

Role: Project Manager

Years of Experience: 20

Professional Experience

Responsible for ensuring and improving the performance, productivity, efficiency and profitability of departmental and organizational operations through the provision of effective methods and strategies. Currently manages an Imaging Operation with financial responsibility over 800K per month, manages 140 direct reports and two floor supervisors.

Roles and Responsibilities:

- Assists in developing of business requirements and rules from the production and operational perspective
- Project Coordination and Supervision - Coordinates, manages and monitors the workings of various departments in the organization as well as multiple county and city projects.
- Production - Coordinates and monitors the work of various departments involved in production, warehousing, pricing and delivery of the contracted services. Monitors performance and implement improvements. Ensures quality of products. Manages quality and quantity of employee productivity. Manages maintenance of equipment and machinery. Provides technical support where necessary.
- Project Communication - Monitors, manages and improves the efficiency of support services such as IT, HR, Accounts and Finance. Facilitates coordination and communication between support functions.
- Financial - Reviews project financial statements and data. Utilize financial data to improve profitability.
- Responsible for development, implementation and delivery of contracted document services at customer sites and other locations. Effectively led cross-functional teams in setting goals, establishing priorities, managing resources, and developing targeted sales strategies. Collaborates with staff members to actively establish and implement quality assurance controls, educates team members and monitors production processes to established quality standards.

- Prepares detailed project plans, risk assessments, timelines and schedules to meet project objectives.
- Establishes project scope, implementation schedule and cost objectives in conjunction with other functional groups.
- Supports and implements new and existing policies and procedures.

Production Supervisor

Name: Mylene Vermudez Aguiar

Title: Supervisor

Role: Day-to-Day production management

Years of Experience: 10 yrs.

Professional Experience:

Supervision – Provides oversight of the entire staff scheduled in 1st shift, monitor workflows and processes to ensure operation is being performed as per contracted standards. **Web Verification** - Reviews and reconciles data to ensure the best quality is being delivered to the customer. **Production** - Monitors the process of various projects including, warehouse, driver's route, facility needs, supplies, employees' concerns and customers' service. Responsible for ensuring all employees have the proper job knowledge. Implements changes to increase productivity. **Client Services** - Manages client requests, responding to emails and correspondents. Manages projects, trouble shoots, and communicates with client.

Roles and Responsibilities:

- Continually evaluates processes and work flow and recommend process improvement plans to Operations Manager.
- Produces, reconciles, and reviews reports as requested by client.
- Ensures client requirements are met.
- Conducts and/or participates in Operations meetings.
- Assists with recruiting efforts.
- Coaches and counsels staff on productivity metrics.
- Monitors and adjusts staff attendance.
- Establishes employee goals and conducts employee performance reviews.
- Processes and submits payroll information for department within the required time frame.
- Monitors productivity, quality control, and training reports.
- Responsible for training employees; planning, assigning, and directing work; appraising performance; rewarding and disciplining employees; addressing complaints and resolving problems.
- Makes decisions based upon evaluation of information and the use of sound judgment.
- Works independently and contributes to and foster a team environment.
- Promotes a safe and clean work environment.

Programmer

Name: Jagmeet Singh

Title: Programmer

Role: Customized Application and Systems Developments

Years of Experience: 20

Professional Experience:

Application Developer with over 16 years in the IT industry with a focus on product design and development. Skilled in all phases of the software development lifecycle; expert in translating business requirements into technical solutions; and fanatical about quality, usability, security and scalability. Assist in develop of business requirements and rules from the Technical and IT perspective.

20 years' experience working in the imaging and document management industry. Extensive experience with industry standard document-imaging applications and systems. Experienced in end-to-end design of workflow applications: research, design, development, documentation, testing and deployment.

Experienced in design and development of reports for monitoring productivity. Skilled in database design, queries and stored-procedures.

Roles and Responsibilities:

- Plans, develops, tests, and documents computer programs, applying knowledge of programming techniques and computer systems.
- Evaluates user request for new or modified programs, such as for financial or human resource management systems, or analyzing and developing specifications for bridge design to determine feasibility, cost and time, compatibility with current system, and computer capabilities.
- Consults with user to identify current operating procedures and clarify program objectives.
- Formulates plan outlining steps required to develop program using structured analysis and design.
- Converts project specifications using flowcharts and diagrams into sequence of detailed instructions and logical steps for coding into language process able by computer, by applying knowledge of computer programming techniques and computer languages.
- Analyzes, reviews, and alters program to increase operating efficiency or adapt to new requirements.

Network Administrator

Name: Erwin Mendoza

Title: Network Administrator

Title: IT- Support

Years of Experience: 25 Yrs.

Professional Experience:

Developed database, tracking, and output programs for Film and Fiche scanning as well as paper scanning specific to project/customer specs. Over one-year programming and application development experience in Scanning, Imaging and Document Management Industry. More than 25+ years of Lead and Supervisory experience. Manage large projects such as Boeing and First American Title with over 50+ of employees at times as well as provide and implement Lean plans. Film Scanning: Extensive knowledge of Wicks and Wilson FS300 series fiche scanner, RS300 series Roll Film Scanner and C-250 Aperture Card Scanner. Provide minor maintenance as well as training. Film Scanning: Familiar with NextScan, NextStar film

scanner. Developed, maintained and documented programs. Defines and corrects operational difficulties in executing programs. Maintains daily performance; monitors network performance and administers security on multiple platforms. Performs job setups and technical based functions for operations and customers. Generate specs and samples according to customer needs.

Roles and Responsibilities:

- Designs, programs, tests, implements and documents program logic.
- Develops systems/subsystems, analyzes system problems and designs and implements systems improvements.
- Analyzes documents, files, and reports related to work flow.
- Documents procedures, prepares instructional material for operations; may train users and assist users with day to day problems.
- Prepares test data and analyzes program performance during testing; reviews test procedures and revises as necessary.
- Designs program controls and control procedures.
- Follows the security and privacy policies, standards and guidelines in order to protect the informational assets of both the company and their customers.
- Sets up new jobs in preparation for production.
- Provides technical assistance and troubleshooting for customers and operations for software, hardware, and network issues.
- Monitors networks and initiates changes to ensure network reliability and responsiveness.
- Identifies and resolves basic network problems; assist in resolution of complex network problems.
- Monitors systems performance; reorganizes libraries and other systems files and creates and maintains accurate network documentation.
- Develops and maintains inventory of hardware, peripherals and their network connections.
- Assists in maintaining servers; tunes patches, service packs, updates, backups, reviews daily logs both at corporate headquarters and remote facilities.
- Implements and maintains secure server, data fault tolerance and redundancy.
- Assists in coordination, implementation and standardization of the Domain Name Server methodology and update standards.
- Acts in accordance with the organization's information security HR and corporate policies.
- Protects assets from unauthorized access, disclosure, modification, destruction or interference.
- Reports security events or potential events or other security risks to the organization.
- Primary responsibilities include staff management, project management, reporting and billing.

Human Resources Clerk

Name: Peggy S. Fisher

Title: HR Generalist, PHR, SHRM-CP, MBA

Role: Employee recruitment, training and policies and procedures compliance

Years of Experience: 36

Project commitment level: 35 %

Professional Experience:

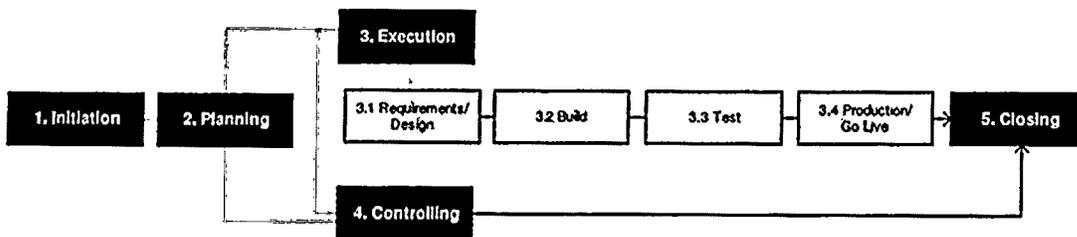
16 years' experience in Human Resources with substantial managerial experience in all facets of Human Resources management.

Roles and Responsibilities:

Conducting Strategic human resources initiatives, full cycle talent acquisition, benefit administration, employment law, employee relations, HR policies and procedures, compensation, and safety programs.

Implementation Plan

Our phased planning approach provides a framework through which we manage time, cost, quality, change, and potential risk and issues. Exela has successfully used a phased transition approach in the delivery of many complex engagements, including requirements that are similar to those required by the City. The following diagram provides a high-level overview of our implementation approach; it is followed by more in-depth discussions of each major phase (initiation, planning, execution, controlling, and closing).



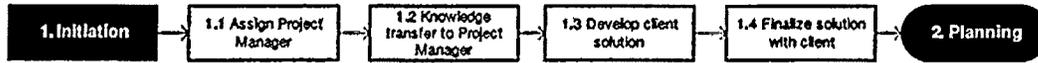
Exela utilizes a global implementation system, wherein a central group handles all implementations. We adhere to standard PMI guidelines and track all minutes, agendas, and deliverables, and lessons learned from each step of the implementation. Exela's post-action review methodology has proven extremely useful in maturing and streamlining all phases of the implementation life cycle. All implementation-related documentation is filed and stored within a SharePoint and/or DocuTracks library for reference.

Exela's development/implementation methodology encourages frequent communication, in-person client meetings, and observations of existing processes and hands-on processing to successfully achieve our clients' business goals and objectives. We integrate client input into all program development phases and obtain client approval and signoff throughout the process.

The first step in our approach is to fully understand our clients' needs and expectations. We review the proposed solution and requirements with the due diligence team and perform a thorough analysis of the client's requirements, and translate them into business requirements, systems specifications, work process steps, integrated workflow design, quality control checkpoints, testing procedures, and training materials. The final activities include a gap analysis of the original solution to the agreed solution from the due diligence process. Exela determines if there are any scope changes that have financial impact to our original pricing and agrees upon the ultimate scope and price.

Step 1: Initiation

Goal: The Project Manager is assigned and understands the deliverables of the project so that the project can move forward to the planning phase.

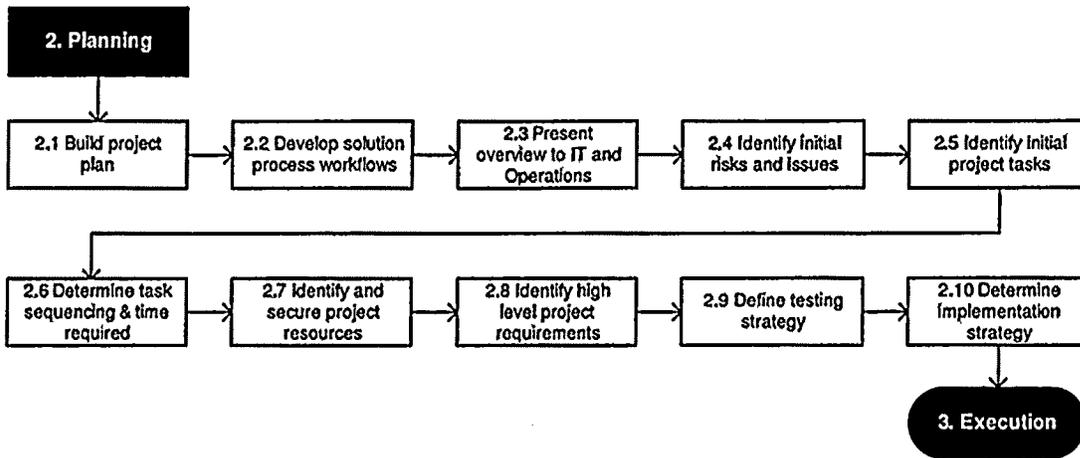


In order to ensure that client implementations meet agreed-upon schedules, Exela assigns appropriate levels of skilled and trained staff to perform project management and related tasks.

Initiation Phase Deliverables
Project team identified
Kickoff meeting complete
Proposed solution and assumptions reviewed with team
Client current solution and procedures have been reviewed
Knowledge transfer started to Project Manager

Step 2: Planning

Goal: Establish the framework for the solution, idea of what needs to be done, rough schedules and milestones.

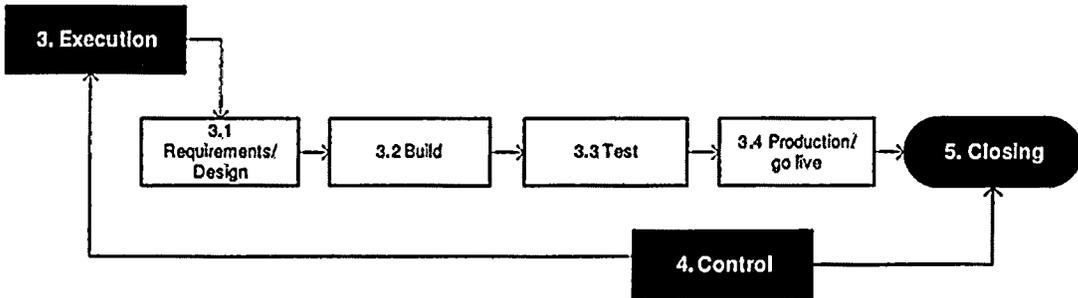


The well-defined identification, capture, and documentation of clients' business and procedural requirements will ensure that workflows accurately represent current and future operations, incoming documents are processed quickly and correctly, and our platform processing executes flawlessly. While the initial analysis enables building a strong foundation for a business relationship and proposal, it is our detailed analysis that clearly articulates the requirements for success.

Planning Phase Deliverables
Business requirements documentation
High-level project plan that identifies client and Exela team members, issue logs and risk management plan
Project schedule that includes major tasks and milestones (to be finalized following requirements documentation)
Finalized statement of work and project plan
Project schedule
Identification of implementation team (production staff, developers, business analysts, network support personnel, and other resources as required)
Finalized change control process
Detailed project specifications that include: <ul style="list-style-type: none"> • Identification of all current client workflows, including areas requiring improvement • System interfaces • All service level agreements, including disaster recovery • Operational setup procedures and readiness testing • Document sources, collection, and processing volumes • File import/export/transfer procedures • Workflow configuration, including document preparation and conversion procedures • Exception handling • Platform workflow functionality • Image quality controls and checking • Image capture and accuracy levels • Reporting/productivity requirements

Step 3: Execution

Goal: Deliver to the client the solution that was designed by Exela and agreed to by both parties.



The Execution Phase includes building and configuring any necessary application or interfaces to client applications, quality assurance (which includes unit, system and user acceptance testing), and human resources support (staffing and training).

Exela’s Operations Centers’ information and tracking systems run on custom-designed tracking software that is fully integrated into scanning, data entry, quality control, and data transfer applications. Scanning software consists of customized patch and barcode recognition systems as well as automated document, folder and box categorization processes. The data entry software, also designed in-house, allows data capture from scanned images and is customized to fit specific client needs.

Exela reviews the project specifications document created for each client project and customizes an instance of our internal production systems or creates new applications to capture the necessary requirements. Some development-related activities could include:

- Configuration and development of custom logic for Exela's scanning, email, and fax systems
- Development of data validation rules
- Definition and development of reporting specifications
- Definition and development of file layouts and formats

Testing is performed in an environment that is separate from live production to ensure there is no impact to our clients' ongoing processing. Performance is tested utilizing identical production servers, databases, network configurations, and applications in a closed system that replicates live production as closely as possible. Key processing scenarios, traffic, and variability among representative system users are developed based on real-world usage, and acceptable performance criteria are defined for measurement. Testing is developed to ensure the reliability, stability, and availability of our critical business applications, databases, operating systems, and networks. Exela's procedures and systems testing regimen ensure that the outcome of all workflow/production components and processes meet all client business requirements, service levels, and reporting needs before being placed into full production.

Once the client's business-specific application is in place, all production modules undergo integrated testing in conjunction with operational procedures testing. Where necessary, we perform modifications to system code to reflect any procedural updates or improvements identified to correctly process incoming documents.

We require client subject matter experts to participate in user acceptance testing to ensure that all system output meets agreed-upon requirements. Once testing is completed successfully, our clients provide written sign-off.

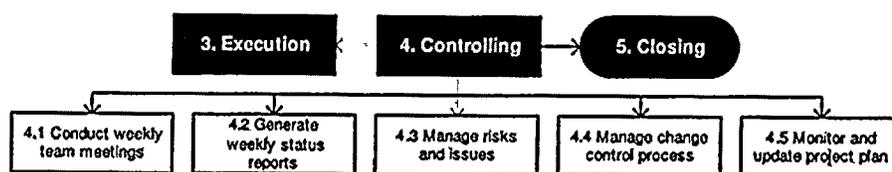
Another critical component of our program implementation is the development of accurate operational procedures. To ensure that operations are consistent with client business requirements, Exela invests significant effort in developing clear, concise operational procedures for all components of each document/image workflow process. We produce highly detailed operational procedures documentation that comprehensively represents all client specifications captured during business requirements gathering. Operational procedures are reviewed and approved by individual department managers, as well as clients, and thoroughly tested before their implementation. Operational procedures are used as the basis for all systems development, workflow development, and staff training.

During this phase, Exela also conducts full staff training (both processing and security requirements) to ensure that all workflow steps are performed in accordance with client requirements. Also during the Implementation and Startup Phases, we work closely with our clients to finalize an issue resolution plan. This plan includes any issue that may arise during both project implementation and full production. Examples include but are not limited to: client specific requirements, technical support, and turnaround times, and quality.

Execution Phase Deliverables
Exela-driven integration and acceptance test results
Client-driven acceptance testing and sign off
Finalized implementation plan
Reports
Production workflow applications and configuration
Repository workflow/queues configuration
Role and security configurations

Step 4: Controlling

Goal: Monitor and adjust project tasks as required to meet requirements and objectives.

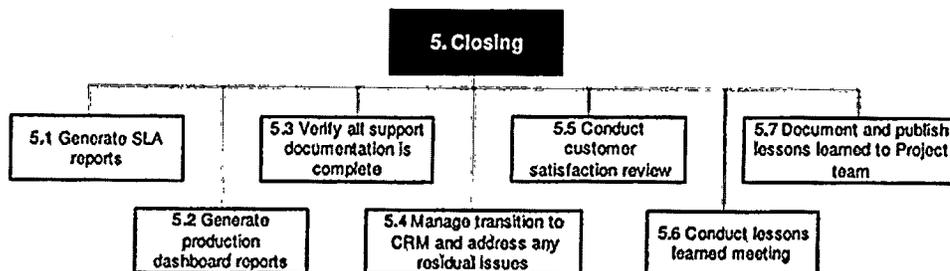


The Controlling Phase includes monitoring the communication structures to successfully manage the overall Transaction and Implementation of the Phases. This includes project team meetings, status reporting, issues and risk tracking and management, formal project schedule reviews, and change control reviews.

Controlling Phase Deliverables
Project team meeting minutes
Status reports
Issues and risk logs and tracking
Project review meeting presentation
Change control log and tracking
Productivity and SLA monitoring mechanisms for both Exela and our clients

Step 5: Closing and Transition to Operational Support

Goal: Transition the support and day-to-day operations to the Customer Relationship Manager, Operations Facility, and the Production Control Team.



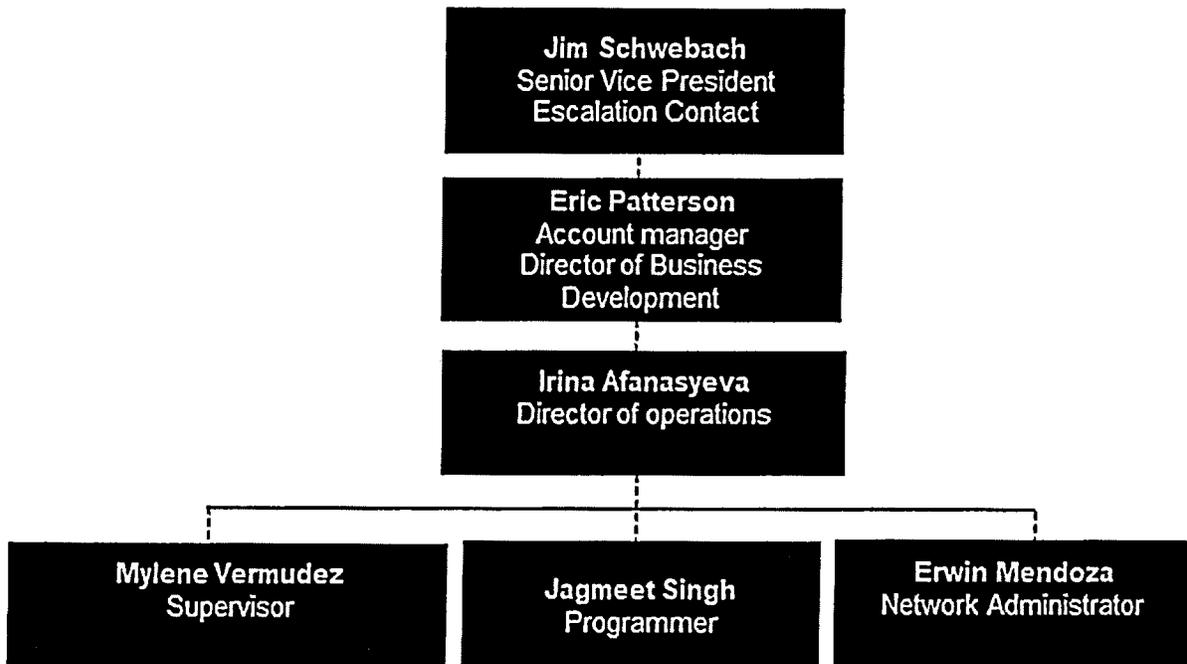
At this point, Exela's solution is fully deployed into the production environment. Closing deliverables are produced by phase and as a consolidated document at the completion of the total roll-out.

Close Out Phase Deliverables
Production stabilization
Closed issues list
Internal documents transition
Exela project close out meeting to discuss 'lessons learned'
Exela and client productivity reporting and monitoring
Client satisfaction survey

Staff Qualifications

For each key staff member provide a resume describing the individual's background and experience, as well as the individual's ability and experience in conducting the proposed activities.

Exela Account Management Team



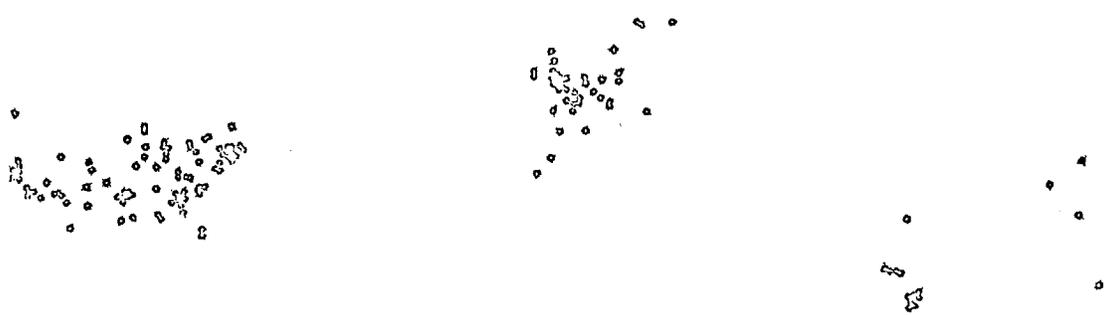
About Exela

Exela Technologies is a global business process automation leader combining industry-specific and industry-agnostic enterprise software and solutions (deployed on premise or on the cloud) with decades of experience. We enable our customers' organizations to more efficiently and effectively execute transactions, make decisions, drive revenue and profitability, and communicate critical information to their employees, customers, partners, and vendors.

Our solutions address the life cycle of transaction processing and enterprise information management, from enabling multi-channel payment gateways and digital mailrooms with data exchanges across siloed systems, to matching inputs against contracts and handling exceptions, to ultimately depositing payments and distributing communications. As a leader in complex information processing, we specialize in transactions that require multiple layers of validation, supporting documentation processing, and reconciliation. Our suite of offerings combines platform modules across information management, payments, finance & accounting, legal & loss prevention, and unified communication services to provide both industry specific solutions, and solutions which span across multiple industries.

Exela's technology-enabled solutions allow global organizations to address the challenges resulting from the massive amounts of data obtained and created through their daily operations. That data, and the supporting technology architecture, have become increasingly complex to manage as the volume, velocity, and variety continue to increase, requiring aggregation and integration across disparate parts of our customers' organizations. To effectively execute transactions and manage mission-critical processes, decisions need to be executed accurately, with rapid turn-around time, and often subject to various regulatory and compliance requirements. With solutions focused on enhancing the user experience, quality, and efficiency of our customers' most critical processes, we believe our value proposition positions us to be a core operations and technology partner to our customers.

Exela utilizes a secure, cloud enabled global delivery model to serve over 3,500 clients, including more than 60% of the Fortune® 100, and our solutions are deployed in banking, healthcare, insurance and other industries to support mission-critical environments across approximately 50 countries. We provide solutions and services with nearly 22,000 employees at about 1,100 on-site client facilities and through an estimated 150 delivery centers strategically located throughout the Americas, Europe, and Asia.



exela

TECHNOLOGIES

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Exela Technologies, Inc. Reports Second Quarter 2018 Results; Revenue of \$410.4 million an increase of 17.3% over Q2 2017 on a pro forma basis; Net Loss of \$25.2 million; EBITDA of \$51.3 million, an increase of 23.8% over Q2 2017 on a pro forma basis; Reaffirms 2018 and long term guidance

August 9, 2018

Second Quarter 2018 Highlights:

- Revenue of \$410.4 million, representing 17.3% growth over Q2 2017 on a pro forma basis
- Net loss of \$25.2 million, a year-over-year improvement from a pro forma net loss of \$27.9 million
- EBITDA of \$51.3 million, representing 23.8% growth over Q2 2017 on a pro forma basis
- Adjusted EBITDA of \$70.1 million, representing 9.0% growth over Q2 2017 on a pro forma basis
- Achieved \$15.8 million of savings during the second quarter of 2018 and reiterates total anticipated savings of \$40 million to \$45 million during 2018
- Operating income of \$11.9 million, representing 19.3% growth over Q2 2017 on a pro forma basis
- Previously announced share buyback program remains in effect and total shares of common stock purchased to-date totaled 1,043,497
- Reaffirms 2018 and long-term guidance

IRVING, Texas, Aug. 09, 2018 (GLOBE NEWSWIRE) – Exela Technologies, Inc. ("Exela" or the "Company") (NASDAQ: XELA), one of the largest global providers of platforms for Business Process Automation ("BPA"), announced today its financial results for the second quarter ended June 30, 2018.

"I am pleased to report second quarter revenue grew 17.3% and EBITDA grew 23.8% on a pro forma basis. We saw growth across customers and geographies, and increasing demand for our services. With approximately 200 customers generating annual revenue over \$1 million, backed by strong quarterly results and a large contracted backlog, we are reaffirming our outlook for the full-year 2018," said Ronald Cogburn, Chief Executive Officer of Exela.

Financial information contained in this press release, unless otherwise stated, is presented pro forma for the business combination of Quinpario Acquisition Corp. 2, SourceHOV Holdings, Inc. ("SourceHOV") and Novitex Holdings, Inc. ("Novitex"), which closed on July 12, 2017 (the "Business Combination"). The primary pro forma adjustment is to include the results of Novitex for the period January 1, 2017 to June 30, 2017. For more information, please refer to the reconciliation of reported to pro forma financial results contained in the Schedules to this press release.

Second Quarter Ended June 30, 2018 Financial Highlights

(Note: all Q2 2017 numbers, unless otherwise stated, are presented on a pro forma basis.)

- **Revenue:** Revenue of \$410.4 million, an increase of 17.3% from \$350.0 million in the second quarter of 2017, and an increase of 4.4% from \$393.2 million in the first quarter of 2018. Please refer to the pro forma revenue reconciliation contained in this press release for the second quarter of 2017. Information and Transaction Processing Solutions ("ITPS") revenue was \$330.1 million, an increase of 22.1% year-over-year, driven primarily by increased volumes and expansion of services within new and existing customers. The acquisition of Asterion International in April 2018 added 7.7% of the growth in ITPS revenue. Healthcare Solutions ("HS") revenue declined 3.0% to \$56.3 million due to lower volumes received from a single customer due to that customer's loss of a contract; expect to see year-over-year revenue growth within Healthcare Solutions. Legal and Loss Prevention Services ("LLPS") revenue was \$23.9 million, an increase of 10.9%. Results in LLPS are event driven and in-line with expectations. The sale of a small non-core subsidiary during the quarter reduced LLPS growth by 2.5%.
- An increase from 6 to 8 customers generating over \$25 million in annual revenue.
- Broad revenue base with top 150 customers comprising 66% of revenue.
- Added 8 contracts generating over \$1 million Annual Contract Value ("ACV").
- **Net Loss:** Net Loss for the second quarter of 2018 totaled \$25.2 million, an improvement of \$2.7 million when compared to a pro forma net loss of \$27.9 million in the second quarter of 2017. The improvement in second quarter 2018 net loss was driven by \$6.2 million higher operating income along with higher sundry and other income and lower interest expense offset by higher income tax expense of \$3.5 million.

- **Adjusted EBITDA:** Adjusted EBITDA was \$70.1 million, an increase of 9.0% when compared to pro forma Adjusted EBITDA of \$64.3 million in the second quarter of 2017. The increase in second quarter 2018 Adjusted EBITDA was primarily driven by revenue growth and the impact of the Company's cost savings initiatives, partially offset by investments in the Company's revenue growth initiatives, and higher public company costs.
- **Adjusted EBITDA Margin:** Adjusted EBITDA margin was 17.1%, representing a decline of 130 basis points when compared to an Adjusted EBITDA margin of 18.4% in the second quarter of 2017. The decline in Adjusted EBITDA margin was primarily driven by investments in the Company's revenue growth initiatives, and higher public company costs, offset by revenue growth and the impact of the Company's cost savings initiatives.
- **Capital Expenditures:** Capital Expenditures were 1.9% of Q2 2018 revenue compared to 3.5% in Q2 2017.
- **Common Stock:** As of June 30, 2018, total shares outstanding were 158,151,562 which includes 5,586,344 shares for outstanding preferred shares on an as converted basis.
- **Share buyback:** During Q2 2018, the Company purchased 768,693 number of shares. The cumulative shares repurchased under the Company's share buyback program totaled 1,043,497 in the aggregate since the inception of the program.

Balance Sheet and Liquidity

- At June 30, 2018, Exela's total liquidity was \$139.7 million, measured as \$60.3⁽¹⁾ million of cash excluding restricted cash, and an undrawn revolving credit facility of \$100 million with \$20.6 million reserved for letters of credit. Total net debt was \$1.343 billion.

(1) – Cash, restricted cash and cash equivalents total of \$86.9 million less \$26.6 million of restricted cash that is subject to legal restrictions as of June 30, 2018.

Reaffirms 2018 and long-term guidance 2018 guidance

- Revenue range \$1.55 billion to \$1.58 billion, year-over-year growth of 6.5% to 8.5% on a pro forma basis.
- Adjusted EBITDA range \$295 million to \$310 million, year-over-year growth of 20% to 26% on a pro forma basis.
- Further Adjusted EBITDA in the range of \$330 million to \$355 million.
- Guidance includes delivering \$40 million to \$45 million in savings during 2018 with remainder to be achieved beyond 2018.

Long-term guidance

- Revenue growth in the range of 3% to 4%
- Adjusted EBITDA margin guidance in the range of 22% to 23%
- Free Cash Flow Margin of 19% to 20%

Guidance is based on constant-currency.

Note on Outlook: The company has not forecasted net income/(loss) on a forward-looking basis due to the high variability and difficulty in predicting certain items that affect GAAP net income/(loss). Adjusted EBITDA should not be used to predict net income/(loss) as the difference between the two measures is variable.

Further Adjusted EBITDA gives effect to historical acquisitions and other cost saving initiatives as if they had been included in the financial information from the beginning of each period presented.

Free Cash Flow Margin is defined as Adjusted EBITDA, less capex (assumed at 3% of revenue), divided by revenue.

The above guidance is based on second quarter 2018 results.

Please refer to attached schedules for reconciliations. Numbers may not total due to rounding.

Earnings Conference Call and Audio Webcast

Exela will host a conference call to discuss its second quarter 2018 financial results today at 5:00 p.m. EDT. To access this call, dial 800-860-2442 or +412-858-4600 (international). A replay of this conference call will be available through August 16, 2018 at 877-344-7529 or +412-317-0088 (international). The replay passcode is 10121267. A live webcast of this conference call will be available on the "Investors" page of the Company's website (www.exelatech.com). A supplemental slide presentation that accompanies this call and webcast can be found on the investor relations website (<http://investors.exelatech.com>) and will remain available after the call. Exela has also posted additional historical financial information regarding SourceHOV and on a combined basis to its investor relations website, (<http://investors.exelatech.com>).

About Exela

Exela Technologies, Inc. ("Exela") is a global business process automation ("BPA") leader combining industry-specific and industry-agnostic enterprise software and solutions with decades of experience. Our BPA suite of solutions are deployed in banking, healthcare, insurance and other industries to support mission critical environments. Exela is a leader in work flow automation, attended and un-attended cognitive automation, digital mail rooms, print communications, and payment processing with deployments across the globe.

Exela partners with customers to improve user experience and quality through operational efficiency. Exela serves over 3,700 customers across more than 50 countries, through a secure, cloud-enabled global delivery model. We are 22,000 employees strong across the Americas, Europe and Asia. Our customer list includes 60% of the Fortune® 100, along with many of the world's largest retail chains, banks, law firms, healthcare insurance payers and providers and telecom companies. Find out more at www.exelatech.com

Follow Exela on Twitter: <https://twitter.com/exelatech>

Follow Exela on LinkedIn: <https://www.linkedin.com/company/11174620/>

About Non-GAAP Financial Measures: This press release includes EBITDA, Adjusted EBITDA, Further Adjusted EBITDA, and Free Cash Flow Margin, each of which is a financial measure that is not prepared in accordance with U.S. generally accepted accounting principles ("GAAP"). Exela believes that the presentation of these non-GAAP financial measures will provide useful information to investors in assessing our financial performance, results of operations and liquidity and allows investors to better understand the trends in our business and to better understand and compare our results. Exela's board of directors and management use EBITDA, Adjusted EBITDA, Further Adjusted EBITDA, and Free Cash Flow Margin to assess Exela's financial performance, because it allows them to compare Exela's operating performance on a consistent basis across periods by removing the effects of Exela's capital structure (such as varying levels of debt and interest expense, as well as transaction costs resulting from the Business Combination and other such capital markets based activities. Adjusted EBITDA and Further Adjusted EBITDA also seek to remove the effects of integration and related costs to achieve the savings, any expected reduction in operating expenses due to the Business Combination, asset base (such as depreciation and amortization) and other similar non-routine items outside the control of our management team. Backlog is a measure of the estimated total dollar value of services expected to be delivered by Exela to its customers under existing contractual terms. Backlog is considered a non-GAAP financial measure as defined by SEC Regulation G. Estimates of future financial results are inherently unreliable. Our methodology for determining backlog may not be comparable to the methodologies used by others. Exela does not consider these non-GAAP measures in isolation or as an alternative to liquidity or financial measures determined in accordance with GAAP. A limitation of these non-GAAP financial measures is that they exclude significant expenses and income that are required by GAAP to be recorded in Exela's financial statements. In addition, they are subject to inherent limitations as they reflect the exercise of judgments by management about which expenses and income are excluded or included in determining these non-GAAP financial measures and therefore the basis of presentation for these measures may not be comparable to similarly-titled measures used by other companies. These non-GAAP financial measures are not required to be uniformly applied, are not audited and should not be considered in isolation or as substitutes for results prepared in accordance with GAAP. Net loss is the GAAP measure most directly comparable to the non-GAAP measures presented here. For reconciliation of the comparable GAAP measures to these non-GAAP financial measures, see the schedules to this release. Optimization and restructuring expenses and merger adjustments are primarily related to the implementation of strategic actions and initiatives related to the Business Combination. All of these costs are variable and dependent upon the nature of the actions being implemented and can vary significantly driven by business needs. Accordingly, due to that significant variability, we exclude these charges since we do not believe they truly reflect our past, current or future operating performance.

Forward-Looking Statements: Certain statements included in this press release are not historical facts but are forward-looking statements for purposes of the safe harbor provisions under The Private Securities Litigation Reform Act of 1995. Forward-looking statements generally are accompanied by words such as "may", "should", "would", "plan", "intend", "anticipate", "believe", "estimate", "predict", "potential", "seem", "seek", "continue", "future", "will", "expect", "outlook" or other similar words, phrases or expressions. These forward-looking statements include statements regarding our industry, future events, the estimated or anticipated future results and benefits of the business combination of Quinpario Acquisition Corp. 2, SourceHOV Holdings, Inc., ("SourceHOV") and Novitex Holdings, Inc. ("Novitex"), which formed Exela Technologies, Inc. ("Exela"), and closed on July 12, 2017 (including the related transactions, the "Business Combination"), future opportunities for the combined company, and other statements that are not historical facts such as our estimated backlog. These statements are based on the current expectations of Exela management and are not predictions of actual performance. These statements are subject to a number of risks and uncertainties regarding Exela's business, and actual results may differ materially. These risks and uncertainties include, but are not limited to, changes in the business environment in which Exela operates and general financial, economic, regulatory and political conditions affecting the industries in which Exela operates; changes in taxes, governmental laws and regulations; competitive product and pricing activity; failure to realize the anticipated benefits of the Business Combination, including as a result of a delay or difficulty in integrating the businesses of SourceHOV and Novitex or the inability to realize the expected amount and timing of cost savings and operating synergies of the Business Combination; and those factors discussed under the heading "Risk Factors" in Exela's Annual Report on Form-10-K filed with the Securities and Exchange Commission ("SEC") on March 16, 2018. In addition, forward-looking statements provide Exela's expectations, plans or forecasts of future events and views as of the date of this communication. Exela anticipates that subsequent events and developments will cause Exela's assessments to change. These forward-looking statements should not be relied upon as representing Exela's assessments as of any date subsequent to the date of this press release.

Exela Technologies
Condensed Consolidated Balance Sheets
as of June 30, 2018 and December 31, 2017
(in thousands of United States dollars unless otherwise noted)

	Juno 30, 2018 (Unaudited)	December 31, 2017
Assets		
Current assets		
Cash and cash equivalents	\$ 55,783	\$ 39,000
Restricted cash	31,088	42,489
Accounts receivable, net of allowance for doubtful accounts of \$4,488 and \$3,725, respectively	26,2260	229,704
Inventories, net	15,088	11,922
Prepaid expenses and other current assets	24,108	24,596
Total current assets	388,326	347,711
Property, plant and equipment, net	135,585	132,908
Goodwill	748,708	747,325
Intangible assets, net	419,725	464,984
Deferred income tax assets	15,280	9,019
Other noncurrent assets	21,276	12,891
Total assets	\$ 1,728,901	\$ 1,714,838
Liabilities and Stockholders' Deficit		
Liabilities		
Current liabilities		
Accounts payable	\$ 86,304	\$ 81,263
Related party payables	11,987	14,445
Income tax payable	5,385	3,612
Accrued liabilities	40,737	49,383
Accrued compensation and benefits	50,905	46,925
Accrued interest	48,885	55,102
Customer deposits	36,997	31,656
Deferred revenue	20,654	12,709
Obligation for claim payment	94,233	42,489
Current portion of capital lease obligations	16,568	15,611
Current portion of long-term debt	16,299	20,565
Total current liabilities	428,954	373,760
Long-term debt, net of current maturities	1,281,697	1,276,094
Capital lease obligations, net of current maturities	25,193	25,958
Pension liability	30,471	25,496
Deferred income tax liabilities	5,016	5,362
Long-term income tax liability	3,470	3,470
Other long-term liabilities	16,208	14,704
Total liabilities	\$ 1,791,009	\$ 1,724,844
Commitments and Contingencies (Note 9)		
Stockholders' deficit		
Common stock, par value of \$0.0001 per share; 1,600,000,000 shares authorized; 152,565,218 shares issued and 151,747,225 outstanding at June 30, 2018 and 150,578,451 shares issued and 150,529,151 outstanding at December 31, 2017	\$ 15	\$ 15
Preferred stock, par value of \$0.0001 per share; 20,000,000 shares authorized; 4,569,233 shares issued and outstanding at June 30, 2018 and 6,194,233 shares issued and outstanding at December 31, 2017	1	1
Additional paid in capital	482,018	482,018
Less: common stock held in treasury, at cost; 817,993 shares at June 30, 2018 and 49,300 shares at December 31, 2017	(3,728)	(249)
Equity based compensation	36,980	34,085
Accumulated deficit	(565,222)	(514,628)
Accumulated other comprehensive loss:		
Foreign currency translation adjustment	(1,341)	(194)
Unrealized pension actuarial losses, net of tax	(10,831)	(11,054)
Total accumulated other comprehensive loss	(12,172)	(11,248)

Total stockholders' deficit	(62,108)	(10,006)
Total liabilities and stockholders' deficit	\$ 1,728,901	\$ 1,714,838

Exela Technologies

Condensed Consolidated Statements of Operations for the Three and Six Months ended June 30, 2018 and 2017 (Loss) (Unaudited)
(in thousands of United States dollars except share and per share amounts unless otherwise noted)

	Three Months ended June 30,		Six Months ended June 30,	
	2018	2017	2018	2017
Revenue	\$ 410,382	\$ 209,382	\$ 803,549	\$ 427,642
Cost of revenue (exclusive of depreciation and amortization)	313,954	140,418	607,746	284,126
Selling, general and administrative expenses	46,723	34,998	92,318	70,578
Depreciation and amortization	36,368	21,406	74,386	42,727
Related party expense	1,402	2,456	2,508	4,841
Operating income	11,935	10,104	26,591	25,370
Other expense (Income), not:				
Interest expense, net	38,527	27,869	76,544	54,088
Sundry expense (income), net	(2,325)	(327)	(2,389)	2,397
Other income, net	(704)	-	(4,032)	-
Net loss before income taxes	(23,563)	(17,438)	(43,532)	(31,115)
Income tax expense	(1,619)	(2,074)	(5,644)	(4,078)
Net loss	(25,182)	(19,512)	(49,176)	(35,193)
Cumulative dividends for Series A Preferred Stock	(914)	-	(1,828)	-
Net loss attributable to common stockholders	\$ (26,096)	\$ (19,512)	\$ (51,004)	\$ (35,193)
Net loss per share - basic and diluted	(0.17)	(0.28)	(0.34)	(0.50)

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Condensed Consolidated Statements of Cash Flows
for the Six Months ended June 30, 2018 and 2017 (Unaudited)
(in thousands of United States dollars unless otherwise noted)

	Six Months ended June 30,	
	2018	2017
Cash flows from operating activities		
Net loss	\$ (49,176)	\$ (35,193)
Adjustments to reconcile net loss		
Depreciation and amortization	74,386	42,727
Debt discount and debt issuance cost amortization	5,272	7,027
Provision for doubtful accounts	1,857	192
Deferred income tax benefit	705	617
Share-based compensation expense	2,895	2,217
Foreign currency remeasurement	(1,156)	972
Loss on sale of assets	1,340	26
Fair value adjustment for interest rate swap	(4,675)	-
Change in operating assets and liabilities, net of effect from acquisitions		
Accounts receivable	(19,813)	(49)
Prepaid expenses and other assets	(1,603)	(1,794)
Accounts payable and accrued liabilities	40,677	24,543
Related party payables	(2,458)	(8,025)
Net cash provided by operating activities	48,251	33,260
Cash flows from investing activities		
Purchases of property, plant and equipment	(10,244)	(3,409)
Additions to internally developed software	(2,115)	(4,731)
Costs to obtain and fulfill a contract	(3,695)	(6,038)
Cash paid in acquisition net of cash - Asterion	(4,145)	-
Proceeds on sale of assets	(1,014)	4,392
Net cash used in investing activities	(19,185)	(9,786)
Cash flows from financing activities		

Change in bank overdraft	-	(210)
Common share repurchases	(3,479)	
Proceeds from financing obligations	2,152	3,008
Contribution from shareholders	-	20,546
Cash paid for equity issue costs	(7,500)	-
Borrowings from revolver and swing-line loan	30,000	72,600
Repayments from revolver and swing line loan	(30,000)	(72,500)
Principal payments on long-term obligations	(14,447)	(28,153)
Not cash used in financing activities	(23,274)	(4,709)
Effect of exchange rates on cash	(410)	240
Net increase in cash and cash equivalents	5,382	19,005
Cash, restricted cash, and cash equivalents		
Beginning of period	81,489	34,253
End of period	\$ 86,871	\$ 53,258
Supplemental cash flow data:		
Income tax payments, net of refunds received	\$ 3,864	\$ 2,032
Interest paid	76,353	32,566
Noncash investing and financing activities:		
Assets acquired through capital lease arrangements	7,787	187
Leasehold improvements funded by lessor	1,540	-
Accrued capital expenditures	1,144	1,026

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Schedule 1: Pro Forma Second Quarter 2017 vs. Second Quarter 2018 Financial Performance

(\$ in millions)	Q2 2018	Pro forma Q2 2017	% Change
Revenue			
Information and Transaction Processing Solutions	\$330.1	\$270.3	22.1%
Healthcare Solutions	56.3	58.1	-3.0%
Legal and Loss Prevention Services	23.9	21.6	10.9%
Total Revenue	410.4	350.0	17.3%
Cost of revenue (exclusive of depreciation and amortization)	314.0	257.0	22.1
Selling, general and administrative expenses (including related party)	48.1	51.8	-7.1
Depreciation and amortization	36.4	31.1	16.8
Operating Income (loss)	11.9	10.0	
Interest expense, net	38.5	40.0	
Sundry expense (income) & Other income, net	(3.0)	(0.3)	
Net loss before income taxes	(23.6)	(29.7)	
Income tax expense / (benefit)	1.6	(1.9)	
Net loss	(25.2)	(27.9)	
Depreciation and amortization	36.4	31.1	
Interest expense, net	38.5	40.0	
Income tax expense / (benefit)	1.6	(1.9)	
EBITDA	51.3	41.5	
Transaction related costs	0.8	7.3	
Optimization and restructuring expenses	13.0	10.2	
Non-cash charges / (gains)	4.9	5.4	
Adjusted EBITDA	\$70.1	\$64.3	9.0%
Adjusted EBITDA Margin	17.1%	18.4%	

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Schedule 2: Pro Forma YTD 2017 vs. YTD 2018 Financial Performance

(\$ in millions)	YTD 2018	Pro forma YTD 2017	% Change
Revenue			

Information and Transaction Processing Solutions	\$642.1	\$549.7	16.8%
Healthcare Solutions	114.9	117.1	-1.9%
Legal and Loss Prevention Services	46.5	45.0	3.5%
Total Revenue	803.5	711.8	12.9%
Cost of revenue (exclusive of depreciation and amortization)	607.7	518.9	17.1%
Selling, general and administrative expenses (including related party)	94.8	106.1	10.6%
Depreciation and amortization	74.4	62.2	19.7%
Operating Income (loss)	26.6	24.7	
Interest expense, net	76.5	78.4	
Sundry expense (income) & Other Income, net	(6.4)	2.4	
Not loss before Income taxes	(43.5)	(56.1)	
Income tax expense / (benefit)	5.6	(2.9)	
Net loss	(49.2)	(53.2)	
Depreciation and amortization	74.4	62.2	
Interest expense, net	76.5	78.4	
Income tax expense / (benefit)	5.6	(2.9)	
EBITDA	107.4	84.4	
Transaction related costs	1.9	17.3	
Optimization and restructuring expenses	27.5	16.0	
Non-cash charges / (gains)	2.9	9.3	
Adjusted EBITDA	\$139.7	\$127.0	10%
Adjusted EBITDA Margin	17.4%	17.8%	

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Schedule 3: Adjusted EBITDA Reconciliation – Pro Forma Second Quarter 2017

(\$ in millions)	Q2 2017 ⁽¹⁾		
	As Reported	Novitex	Pro Forma
Not loss	(\$19.5)	(\$8.4)	(\$27.9)
Taxes	2.1	(3.9)	(1.9)
Interest expense	27.9	12.2	40.0
Depreciation and amortization	21.4	9.7	31.1
EBITDA	\$31.8	\$9.6	\$41.5
Optimization and restructuring expenses	7.5	2.7	10.2
Transaction related costs	4.2	3.1	7.3
Non-cash charges	2.0	-	2.0
New contract setup	-	0.9	0.9
Oversight and management Fees	2.1	0.4	2.5
Adjusted EBITDA	\$47.6	\$16.7	\$64.3

(1) Net loss for the period is presented on the basis of the previous debt structure of the respective standalone companies that became Exela as a result of the Business Combination. As of July 12th, 2017 those debt structures were replaced with new debt consisting of \$350 million Term Loan and \$1.0 Billion Senior Secured Notes.

Exela Technologies
Schedule 4: Adjusted EBITDA Reconciliation – First Quarter 2018 vs. Second Quarter 2018

(\$ in millions)	As Reported	
	Q2 2018	Q1 2018
Not loss	(\$25.2)	(\$24.0)
Taxes	1.6	4.0
Interest expense	38.5	38.0
Depreciation and amortization	36.4	38.0
EBITDA	\$51.3	\$56.1
Optimization and restructuring expenses	13.0	14.5
Transaction related costs	0.8	1.1

Non-cash charges	5.6	1.3
(Gain) / loss on derivative instruments	(0.7)	(3.3)
Adjusted EBITDA	\$70.1	\$69.6

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Schedule 5: SG&A (Including Related Party) – Pro Forma Second Quarter 2017, First Quarter 2018 and Second Quarter 2018

(\$ In millions)	As Reported		Q2 2017		Novitox
	Q2 2018	Q1 2018	Pro Forma	As Reported	
Selling, general and administrative expenses	46.7	45.6	49.4	35.0	14.4
Related party expense	1.4	1.1	2.4	2.4	0.0
Total	\$48.1	\$46.7	\$51.8	\$37.4	\$14.4

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Schedule 6: Pro forma Revenue and Capital Expenditures Reconciliation TTM'18, FY2017 and FY2016

(\$ In millions)	As Reported ⁽¹⁾	Novitox	Pro Forma
Revenue - FY 2018 TTM Q2	\$1,528.2	\$19.8	\$1,548.0
Revenue - FY 2017	\$1,152.3	\$304.0	\$1,456.3
Revenue - FY 2016	\$789.9	\$543.2	\$1,333.1
Capital expenditures - FY 2017	\$33.3	\$9.1	\$42.4
Capital expenditures - FY 2016	\$35.6	\$15.9	\$51.5

(1) Financial results for FY 2016 do not include contribution for the first nine months from the acquisition of TransCentra which closed on September 25, 2016.

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Schedule 7: Q2 2017 Revenue and Expense Reconciliation

(\$ in millions)	Q2 2017 ⁽¹⁾		
	As Reported	Novitox	Pro Forma
Revenue	\$209.4	\$140.6	\$350.0
Cost of revenue (exclusive of depreciation and amortization)	140.4	116.6	257.0
Selling, general and administrative expenses (Including related party)	37.5	14.4	51.8
Depreciation and amortization	21.4	9.7	31.1
Operating Income (loss)	10.1	(0.1)	10.0
Interest expense, net	27.9	12.2	40.0
Sundry expense (income) & other income, net	(0.3)	-	(.3)
Not loss before income taxes	(17.4)	(12.3)	(29.7)
Income tax (benefit) expense	2.1	(3.9)	(1.9)
Not loss	(\$19.5)	(\$8.4)	(\$27.9)

(1) Net loss for the period is presented on the basis of the previous debt structure of the respective standalone companies that became Exela as a result of the Business Combination. As of July 12th, 2017 those debt structures were replaced with new debt consisting of \$350 million Term Loan and \$1.0 Billion Senior Secured Notes.

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 Primary Logo

Source: Exela Technologies, Inc.



Exela Technologies, Inc. Reports Third Quarter 2018 Results

November 8, 2018

Revenue of \$383.0 million an increase of 7% over Q3 2017 on a pro forma basis; Net Loss of \$28.9 million; EBITDA of \$43.7 million; Expect 2018 revenue to be between \$1.58 billion to \$1.59 billion

Third Quarter 2018 Highlights:

- Revenue of \$383.0 million, representing 7% growth over Q3 2017 on a pro forma basis
- Operating income of \$6.4 million, representing an improvement of \$81.9 million over Q3 2017 on a pro forma basis
- Net loss of \$28.9 million, a year-over-year improvement from a pro forma net loss of \$130.5 million
- EBITDA⁽¹⁾ of \$43.7 million, representing an improvement of \$143.7 million over Q3 2017 on a pro forma basis
- Adjusted EBITDA⁽²⁾ of \$68.9 million, representing 24% growth over Q3 2017 on a pro forma basis
- Achieved \$17.1 million of savings during the third quarter of 2018
- Previously announced share buyback program remains in effect and 225,504 of common stock repurchased during Q3 2018

IRVING, Texas, Nov. 08, 2018 (GLOBE NEWSWIRE) -- Exela Technologies, Inc. ("Exela" or the "Company") (NASDAQ: XELA), a leader in location agnostic Business Process Automation ("BPA"), announced today its financial results for the third quarter ended September 30, 2018.

Exela reported strong financial growth with third quarter revenue of \$383 million, an increase of 7% on a pro forma basis, and Adjusted EBITDA of \$69 million, an increase of 24% on a year-over-year pro forma basis for 2017. Exela has invested approximately \$60 million for the nine months ended September 30, 2018, to further accelerate growth and integration, capitalize on our leading position in the marketplace and strengthen our differentiated offerings.

"Our transformative business process automation solutions are resonating well with customers. Exela's differentiated location agnostic high automation services, Enterprise SaaS offerings and our BPA suite, Digital+NowSM are beginning to show results with substantial growth in pipeline. Recently, a top 10 bank and financial services company that we have worked with for over a decade expanded their relationship with Exela, signing a contract estimated to be \$100 million of revenue over the next three years," said Ronald Cogburn, Chief Executive Officer of Exela.

James Reynolds, Chief Financial Officer of Exela, said "We expect our full year 2018 revenue to be between \$1.58 billion to \$1.59 billion with growth of 8.5 to 9% year-over-year. The increasing market receptiveness to Digital+NowSM has exceeded our expectations, and therefore we have accelerated our investments for future profitable growth. This key strategic initiative, when coupled with lower project revenue in our LLPS segment and the exit from a low margin contract, will have some short-term impact on our Adjusted EBITDA. Accordingly, we are now forecasting Adjusted EBITDA for the year to be between \$280 million to \$290 million, representing year-over-year growth of 14 to 18%."

Financial information contained in this press release, unless otherwise stated, is presented pro forma for the business combination of Quinpario Acquisition Corp. 2 (now Exela), SourceHOV Holdings, Inc. ("SourceHOV") and Novitex Holdings, Inc. ("Novitex"), which closed on July 12, 2017 (the "Business Combination"). The primary pro forma adjustment is to include the results of Novitex for the period January 1, 2017 to June 30, 2017. For more information, please refer to the reconciliation of reported to pro forma financial results contained in the Schedules to this press release.

Third Quarter Ended September 30, 2018 Financial Highlights

(Note: all third quarter 2017 numbers, unless otherwise stated, are presented on a pro forma basis.)

- **Revenue:** Revenue of \$383.0 million, an increase of 7.0% from \$358.2 million in the third quarter of 2017 on a pro forma basis. Please refer to the pro forma revenue reconciliation contained in this press release for the third quarter of 2017. Revenue for our Information and Transaction Processing Solutions ("ITPS") segment was \$307.3 million, an increase of 9.8% year-over-year, driven primarily by revenue from the Digital+NowSM model, growth investments and acquisitions offset by a decline in business with lower automation. Healthcare Solutions ("HS") revenue was \$56.8 million, an increase of 1% year-over-year due to its ramp up of new business and is poised to grow in future periods. Legal and Loss Prevention Services ("LLPS") revenue was \$18.9 million. Results in LLPS are event driven and were negatively impacted by projects that generated lower revenue.
- Low customer concentration with top 150 customers comprising 68% of revenue.
- 10 customers generating over \$25 million in annual revenue, an increase from 6 customers at the beginning of 2018.
- 249 customers with over \$1 million in annual revenue, an increase from 200 in December 2017.
- 8%⁽³⁾ increase in revenue per FTE to \$72 thousand, from \$66 thousand per FTE in December 2017.

- \$60 million invested in the business year-to-date to drive growth and integration.
- **Net Loss:** Net Loss for the third quarter of 2018 totaled \$28.9 million, an improvement of \$101.6 million when compared to a pro forma net loss of \$130.5 million in the third quarter of 2017. The improvement in third quarter 2018 net loss was driven by \$81.9 million higher operating income that was offset by higher income tax expense of \$36.3 million, for a net increase of \$45.6 million. The third quarter of 2017 also included \$53 million in charges for extinguishment of debt.
- **Adjusted EBITDA:** Adjusted EBITDA for the third quarter of 2018 was \$68.9 million a margin of 18% and increased 23.6% when compared to pro forma Adjusted EBITDA of \$55.5 million and a margin of 16% in the third quarter of 2017. The increase in third quarter 2018 Adjusted EBITDA was primarily driven by revenue growth, the Company's cost savings initiatives, and partially offset by investments the Company made for growth.
- **Capital Expenditures:** Capital expenditures for the third quarter of 2018 was 1.7% of revenue compared to 2.2% on a year over year basis.
- **Common Stock:** As of September 30, 2018, total shares outstanding were 158,278,484 which includes 1,043,497 of treasury stock and 5,586,344 shares for outstanding preferred shares on an as-converted basis.
- **Share buyback:** During the third quarter of 2018, the Company repurchased 225,504 shares. The cumulative shares repurchased under the Company's share buyback program totaled 1,043,497 in the aggregate since the inception of the program.

Balanco Sheet and Liquidity

- At September 30, 2018, Exela's total liquidity was \$124 million, measured as \$45⁽⁴⁾ million of cash excluding restricted cash, and an undrawn revolving credit facility of \$100 million with \$20.6 million reserved for letters of credit. Total net debt was \$1.383 billion.

Updated 2018 guidance

- Revenue range \$1.58 billion to \$1.59 billion, approximately 8.5% growth y-o-y.
- Adjusted EBITDA range \$280 million to \$290 million, over 14% growth y-o-y.

Note: Guidance is based on constant-currency.

Note on Outlook: The Company has not forecasted net income/(loss) on a forward-looking basis due to the high variability and difficulty in predicting certain items that affect GAAP net income/(loss). Adjusted EBITDA should not be used to predict net income/(loss) as the difference between the two measures is variable.

The above guidance is based on third quarter 2018 results.

Please refer to attached schedules for reconciliations. Due to rounding, numbers presented throughout this document may not add up precisely to the totals provided and percentages may not precisely reflect absolute figures.

(1) – EBITDA is a non-GAAP measure. A reconciliation of EBITDA is attached to this release.

(2) – Adjusted EBITDA is a non-GAAP measure. A reconciliation of Adjusted EBITDA is attached to this release.

(3) – Presented on a pro forma basis with acquisitions for the TTM period.

(4) – Calculated as cash, restricted cash and cash equivalents totaling \$49.6 million, less \$4.6 million of restricted cash that is subject to legal restrictions as of September 30, 2018.

Earnings Conference Call and Audio Webcast

Exela will host a conference call to discuss its third quarter 2018 financial results today at 5:00 p.m. ET. To access this call, dial 833-255-2831 or +412-902-6724 (international). A replay of this conference call will be available through November 15, 2018 at 877-344-7529 or +412-317-0088 (international). The replay passcode is 10124229. A live webcast of this conference call will be available on the "Investors" page of the Company's website (www.exelatech.com). A supplemental slide presentation that accompanies this call and webcast can be found on the investor relations website (<http://investors.exelatech.com/>) and will remain available after the call. Exela has also posted additional historical financial information regarding SourceHOV and on a combined basis to its investor relations website, (<http://investors.exelatech.com/>).

About Exela

Exela Technologies, Inc. ("Exela") is a location-agnostic global business process automation ("BPA") leader combining industry-specific and multi-industry enterprise software and solutions with decades of experience. Our BPA suite of solutions are deployed in banking, healthcare, insurance and other industries to support mission critical environments. Exela is a leader in work flow automation, attended and un-attended cognitive automation, digital mail rooms, print communications, and payment processing with deployments across the globe.

Exela partners with customers to improve user experience and quality through operational efficiency. Exela serves over 3,700 customers across more than 50 countries, through a secure, cloud-enabled global delivery model. We are 22,000 employees strong across the Americas, Europe and Asia. Our customer list includes 60% of the Fortune® 100, along with many of the world's largest retail chains, banks, law firms, healthcare insurance

payers and providers and telecom companies. Find out more at www.exelatech.com

Follow Exela on Twitter: <https://twitter.com/exelatech>

Follow Exela on LinkedIn: <https://www.linkedin.com/company/11174620/>

About Non-GAAP Financial Measures: This press release includes EBITDA and Adjusted EBITDA, each of which is a financial measure that is not prepared in accordance with U.S. generally accepted accounting principles ("GAAP"). Exela believes that the presentation of these non-GAAP financial measures will provide useful information to investors in assessing our financial performance, results of operations and liquidity and allows investors to better understand the trends in our business and to better understand and compare our results. Exela's board of directors and management use EBITDA and Adjusted EBITDA to assess Exela's financial performance, because it allows them to compare Exela's operating performance on a consistent basis across periods by removing the effects of Exela's capital structure (such as varying levels of debt and interest expense, as well as transaction costs resulting from the Business Combination and other such capital markets based activities. Adjusted EBITDA also seeks to remove the effects of integration and related costs to achieve the savings, any expected reduction in operating expenses due to the Business Combination, asset base (such as depreciation and amortization) and other similar non-routine items outside the control of our management team. Exela does not consider these non-GAAP measures in isolation or as an alternative to liquidity or financial measures determined in accordance with GAAP. A limitation of these non-GAAP financial measures is that they exclude significant expenses and income that are required by GAAP to be recorded in Exela's financial statements. In addition, they are subject to inherent limitations as they reflect the exercise of judgments by management about which expenses and income are excluded or included in determining these non-GAAP financial measures and therefore the basis of presentation for these measures may not be comparable to similarly-titled measures used by other companies. These non-GAAP financial measures are not required to be uniformly applied, are not audited and should not be considered in isolation or as substitutes for results prepared in accordance with GAAP. Net loss is the GAAP measure most directly comparable to the non-GAAP measures presented here. For reconciliation of the comparable GAAP measures to these non-GAAP financial measures, see the schedules to this release. Optimization and restructuring expenses and merger adjustments are primarily related to the implementation of strategic actions and initiatives related to the Business Combination. All of these costs are variable and dependent upon the nature of the actions being implemented and can vary significantly driven by business needs. Accordingly, due to that significant variability, we exclude these charges since we do not believe they truly reflect our past, current or future operating performance.

Forward-Looking Statements: Certain statements included in this press release are not historical facts but are forward-looking statements for purposes of the safe harbor provisions under The Private Securities Litigation Reform Act of 1995. Forward-looking statements generally are accompanied by words such as "may", "should", "would", "plan", "intend", "anticipate", "believe", "estimate", "predict", "potential", "seem", "seek", "continue", "future", "will", "expect", "outlook" or other similar words, phrases or expressions. These forward-looking statements include statements regarding our industry, future events, the estimated or anticipated future results and benefits of the business combination of Quinpario Acquisition Corp. 2 (now Exela), SourceHOV Holdings, Inc., ("SourceHOV") and Novitex Holdings, Inc. ("Novitex"), which formed Exela Technologies, Inc. ("Exela"), and closed on July 12, 2017 (including the related transactions, the "Business Combination"), future opportunities for the combined company, and other statements that are not historical facts. These statements are based on the current expectations of Exela management and are not predictions of actual performance. These statements are subject to a number of risks and uncertainties regarding Exela's business, and actual results may differ materially. These risks and uncertainties include, but are not limited to, changes in the business environment in which Exela operates and general financial, economic, regulatory and political conditions affecting the industries in which Exela operates; changes in taxes, governmental laws and regulations; competitive product and pricing activity or failure to realize the anticipated benefits of the Business Combination, including as a result of a delay or difficulty in integrating the businesses of SourceHOV and Novitex or the inability to realize the expected amount and timing of cost savings and operating synergies of the Business Combination; and those factors discussed under the heading "Risk Factors" in Exela's Annual Report on Form-10-K filed with the Securities and Exchange Commission ("SEC") on March 16, 2018 as supplemented by the risk factors contained in our quarterly report on Form 10-Q for the quarter ended June 30, 2018. In addition, forward-looking statements provide Exela's expectations, plans or forecasts of future events and views as of the date of this communication. Exela anticipates that subsequent events and developments will cause Exela's assessments to change. These forward-looking statements should not be relied upon as representing Exela's assessments as of any date subsequent to the date of this press release.

Exela Technologies
Condensed Consolidated Balance Sheets
as of September 30, 2018 and December 31, 2017
(in thousands of United States dollars unless otherwise noted)

	September 30, 2018	December 31, 2017
	(Unaudited)	
Assets		
Current assets		
Cash and cash equivalents	\$ 40,692	\$ 39,000
Restricted cash	8,955	42,489
Accounts receivable, net of allowance for doubtful accounts of \$4,427 and \$3,725, respectively	253,986	229,704
Inventories, net	16,122	11,922
Prepaid expenses and other current assets	26,933	24,596
Total current assets	346,688	347,711
Property, plant and equipment, net	131,156	132,908
Goodwill	749,762	747,325
Intangible assets, net	398,280	464,984
Deferred income tax assets	14,810	9,019
Other noncurrent assets	21,650	12,891

Total assets	\$ 1,662,346	\$ 1,714,838
Liabilities and Stockholders' Deficit		
Liabilities		
Current liabilities		
Accounts payable	\$ 90,673	\$ 81,263
Related party payables	10,756	14,445
Income tax payable	5,422	3,612
Accrued liabilities	41,397	49,383
Accrued compensation and benefits	54,975	46,925
Accrued interest	23,845	55,102
Customer deposits	39,419	31,656
Deferred revenue	18,084	12,709
Obligation for claim payment	52,889	42,489
Current portion of capital lease obligations	15,926	15,611
Current portion of long-term debt	20,062	20,565
Total current liabilities	373,448	373,760
Long-term debt, net of current maturities	1,307,884	1,276,094
Capital lease obligations, net of current maturities	22,945	25,958
Pension liability	30,376	25,496
Deferred income tax liabilities	2,115	5,362
Long-term income tax liability	3,470	3,470
Other long-term liabilities	15,307	14,704
Total liabilities	\$ 1,755,545	\$ 1,724,844
Commitments and Contingencies (Note 9)		
Stockholders' deficit		
Common stock, par value of \$0.0001 per share; 1,600,000,000 shares authorized; 152,692,140 shares issued and 151,648,643 outstanding at September 30, 2018 and 150,578,451 shares issued and 150,529,151 outstanding at December 31, 2017	\$ 15	\$ 15
Preferred stock, par value of \$0.0001 per share; 20,000,000 shares authorized; 4,569,233 shares issued and outstanding at September 30, 2018 and 6,194,233 shares issued and outstanding at December 31, 2017	1	1
Additional paid in capital	482,018	482,018
Less: common stock held in treasury, at cost; 1,043,497 shares at September 30, 2018 and 49,300 shares at December 31, 2017	(5,148)	(249)
Equity based compensation	38,601	34,085
Accumulated deficit	(594,162)	(514,628)
Accumulated other comprehensive loss:		
Foreign currency translation adjustment	(3,833)	(194)
Unrealized pension actuarial losses, net of tax	(10,691)	(11,054)
Total accumulated other comprehensive loss	(14,524)	(11,248)
Total stockholders' deficit	(93,199)	(10,006)
Total liabilities and stockholders' deficit	\$ 1,662,346	\$ 1,714,838

Exela Technologies

Condensed Consolidated Statements of Operations for the Three and Nine Months ended September 30, 2018 and 2017 (Loss) (Unaudited)
(in thousands of United States dollars except share and per share amounts unless otherwise noted)

	Three Months ended September 30,		Nine Months ended September 30,	
	2018	2017	2018	2017
Revenue	\$ 383,030	\$ 338,393	\$ 1,186,579	\$ 766,035
Cost of revenue (exclusive of depreciation and amortization)	295,936	255,116	903,682	539,242
Selling, general and administrative expenses	44,913	102,048	137,231	172,626
Depreciation and amortization	35,041	28,052	109,428	70,779
Related party expense	759	26,892	3,267	31,733
Operating income (loss)	6,381	(73,715)	32,971	(48,345)
Other expense (income), net:				
Interest expense, net	38,339	37,652	114,883	91,740
Loss on extinguishment of debt	1,067	35,512	1,067	35,512
Sundry expense (income), net	(2,571)	563	(4,961)	2,960
Other income, net	(781)	-	(4,813)	-
Net loss before income taxes	(29,673)	(147,442)	(73,205)	(178,557)

Income tax benefit (expense)	733	37,002	(4,911	)	32,924			
Not loss	(28,940	)	(110,440	)	(78,116	)	(145,633)
Dividend equivalent on Series A Preferred Stock related to beneficial conversion feature	-	(16,375	)	-	(16,375)		
Cumulative dividends for Series A Preferred Stock	(914	)	(1,225	)	(2,742	)	(1,225)
Net loss attributable to common stockholders	\$(29,854	)	\$(128,040	)	\$(80,858	)	\$(163,233)
Net loss per share - basic and diluted	\$(0.20	)	\$(2.08	)	\$(0.53	)	\$(3.98)

Exela Technologies
Condensed Consolidated Statements of Cash Flows for the Nine Months ended September 30, 2018 and 2017 (Unaudited)
(in thousands of United States dollars unless otherwise noted)

	Nine Months ended September 30,	
	2018	2017
Cash flows from operating activities		
Net loss	\$ (78,116	) \$ (145,633
Adjustments to reconcile net loss		
Depreciation and amortization	109,428	70,779
Fees paid in stock	-	23,875
HGM Contract Termination Fee paid in stock	-	10,000
Original issue discount and debt issuance cost amortization	8,062	9,684
Provision (recovery) for doubtful accounts	2,470	451
Deferred income tax benefit	(3,689	) (37,186
Share-based compensation expense	4,516	4,446
Foreign currency remeasurement	(2,040	) 777
Gain on sale of Meridian	-	(588
Loss on sale of assets	1,835	508
Fair value adjustment for interest rate swap	(5,456) -
Change in operating assets and liabilities, net of effect from acquisitions		
Accounts receivable	(6,374	) (2,784
Prepaid expenses and other assets	(5,770	) 189
Accounts payable and accrued liabilities	(23,457	) 48,745
Related party payables	(3,689	) 4,936
Not cash used in operating activities	(2,280	) (11,801
Cash flows from investing activities		
Purchases of property, plant and equipment	(14,077	) (7,001
Additions to internally developed software	(3,080	) (6,348
Additions to outsourcing contracts	(5,427	) (8,574
Proceeds from sale of Meridian	-	4,582
Cash acquired in Quinpario reverse merger	-	91
Cash paid in acquisition, net of cash received	(6,513	) (423,428
Proceeds on sale of assets	1,095	11
Not cash used in investing activities	(28,002	) (440,667
Cash flows from financing activities		
Change in bank overdraft	-	(210
Loss on extinguishment of debt	1,067	35,512
Proceeds from issuance of stock	-	231,448
Repurchases of common stock	(4,899) -
Proceeds from financing obligations	3,068	3,040
Contribution from shareholders	-	20,548
Proceeds from credit facility	30,000	1,320,500
Retirement of previous credit facilities	-	(1,055,736
Cash paid for debt issuance costs and debt discounts	(1,094	) (39,837
Cash paid for equity issue costs	(7,500	) (149
Borrowings from revolver and swing-line loan	30,000	72,600
Repayments from revolver and swing line loan	(30,000	) (72,500
Principal payments on long-term obligations	(21,647	) (32,647
Not cash provided by (used in) financing activities	(1,005	) 482,569

Effect of exchange rates on cash	(554	)	335
Net Increase (decrease) in cash and cash equivalents	(31,842	)	30,436
Cash, restricted cash, and cash equivalents			
Beginning of period	81,489		34,253
End of period	\$ 49,647		\$ 64,689
Supplemental cash flow data:			
Income tax payments, net of refunds received	\$ 5,296		\$ 2,673
Interest paid	136,396		60,347
Noncash investing and financing activities:			
Assets acquired through capital lease arrangements	9,318		2,080
Leasehold improvements funded by lessor	1,565		74
Issuance of common stock as consideration for Novitex	-		244,800
Accrued capital expenditures	1,994		3,512
Accretion of dividend equivalents	-		16,375

Exola Technologies
Schedule 1: Pro Forma Third Quarter 2017 vs. Third Quarter 2018 Financial Performance

\$ In millions	Q3'17	Q3'18	Change (\$)
Information and Transaction Processing Solutions	279.8	307.3	27.5
Healthcare Solutions	56.4	56.8	0.4
Legal and Loss Prevention Services	22.0	18.9	(3.1)
Total Revenue	358.2	383.0	24.9
<i>% change</i>		7	%
Cost of revenue (exclusive of depreciation and amortization)	271.1	295.9	24.8
Gross profit	87.1	87.1	0.0
<i>% change</i>		0	%
<i>as a % of revenue</i>	24	% 23	%
SG&A	106.5	44.9	(61.6)
Depreciation and amortization	29.2	35.0	5.8
Impairment of goodwill and other intangible assets	-	-	-
Related party expense	26.9	0.8	(26.1)
Operating (loss) Income	(75.5)	) 6.4	81.9
<i>as a % of revenue</i>	-21	% 2	%
Interest expense, net	38.3	38.3	0.0
Loss on extinguishment of debt	53.0	1.1	(51.9)
Sundry expense (income) & Other Income, net	0.7	(3.4)	(4.0)
Net loss before income taxes	(167.5)	) (29.7)	) 137.9
Income tax expense (benefit)	(37.0)	(0.7)	36.3
Net Income (loss)	(130.5)	) (28.9)	) 101.6
<i>as a % of revenue</i>	-36	% -8	%
Depreciation and amortization	29.2	35.0	5.8
Interest expense, net	38.3	38.3	0.0
Income tax expense (benefit)	(37.0)	(0.7)	36.3
EBITDA	(100.0)	) 43.7	143.7
<i>as a % of revenue</i>	-28	% 11	%
EBITDA Adjustments			
1 Transaction and integration costs	79.3	0.2	(79.1)
2 Optimization and restructuring expenses	20.9	19.4	(1.4)
3 Gain / loss on derivative instruments	-	(0.8)	(0.8)
4 Other Charges	55.3	6.3	(49.0)
Adjusted EBITDA	55.5	68.9	13.4
<i>% change</i>		24	%
<i>as a % of revenue</i>	16	% 18	%

Exela Technologies
Schedule 2: Pro Forma YTD 2017 vs. YTD 2018 Financial Performance

Exela Technologies, Inc.
Quarterly Pro-Forma Income Statement

\$ In millions	YTD Q3'17	YTD Q3'18	Change (\$)
Information and Transaction Processing Solutions	829.5	949.3	119.8
Healthcare Solutions	173.5	171.7	(1.8)
Legal and Loss Prevention Services	66.9	65.4	(1.5)
Total Revenue	1,070.0	1,186.6	116.6
<i>% change</i>		<i>11</i>	<i>%</i>
Cost of revenue (exclusive of depreciation and amortization)	790.0	903.7	113.7
Gross profit	280.0	282.9	2.9
<i>% change</i>		<i>1</i>	<i>%</i>
<i>as a % of revenue</i>	<i>26</i>	<i>% 24</i>	<i>%</i>
SG&A	207.4	137.2	(70.2)
Depreciation and amortization	91.4	109.4	18.0
Impairment of goodwill and other intangible assets	-	-	-
Related party expense	32.0	3.3	(28.8)
Operating (loss) income	(50.9)	33.0	83.8
<i>as a % of revenue</i>	<i>-5</i>	<i>% 3</i>	<i>%</i>
Interest expense, net	116.7	114.9	(1.8)
Loss on extinguishment of debt	53.0	1.1	(51.9)
Sundry expense (income) & Other income, net	3.1	(9.8)	(12.9)
Not loss before income taxes	(223.6)	(73.2)	150.4
Income tax expense (benefit)	(39.9)	4.9	44.8
Net income (loss)	(183.8)	(78.1)	105.7
<i>as a % of revenue</i>	<i>-17</i>	<i>% -7</i>	<i>%</i>
Depreciation and amortization	91.4	109.4	18.0
Interest expense, net	116.7	114.9	(1.8)
Income tax expense (benefit)	(39.9)	4.9	44.8
EBITDA	(15.5)	151.1	166.7
<i>as a % of revenue</i>	<i>-1</i>	<i>% 13</i>	<i>%</i>
EBITDA Adjustments			
¹ Transaction and integration costs	96.6	2.1	(94.5)
² Optimization and restructuring expenses	36.9	47.0	10.0
³ Gain / loss on derivative instruments	-	(4.8)	(4.8)
⁴ Other Charges	64.6	13.2	(51.4)
Adjusted EBITDA	182.5	208.6	26.0
<i>% change</i>		<i>14</i>	<i>%</i>
<i>as a % of revenue</i>	<i>17</i>	<i>% 18</i>	<i>%</i>

Exela Technologies
Schedule 3: Adjusted EBITDA Reconciliation –
Three months ended and Nine months ended September 30, 2017

(\$ in millions)	Q3 2017 ⁽¹⁾			YTD 2017 ⁽¹⁾		
	As Reported	Novitox	Pro Forma	As Reported	Novitox	Pro Forma
Net loss	(\$110.4)	(\$20.1)	(\$130.5)	(\$145.6)	(\$38.1)	(\$183.8)
Taxes	(37.0)	0.0	(37.0)	(32.9)	(6.9)	(39.9)

Interest expense	37.7	0.6	38.3	91.7	24.9	116.7
Depreciation and amortization	28.1	1.2	29.2	70.8	20.6	91.4
EBITDA	(\$81.7	) (\$18.2	) (\$100.0	) (\$16.0	) \$0.5	(\$15.5
Transaction related costs	77.3	2.0	79.3	86.6	10.0	96.6
Optimization and restructuring expenses	19.7	1.2	20.9	31.5	5.4	36.9
Other Charges	37.8	17.5	55.3	44.1	20.5	64.6
Adjusted EBITDA	\$53.1	\$2.5	\$55.5	\$146.1	\$36.4	\$182.5

(1) Net loss for the period is presented on the basis of the previous debt structure of the respective standalone companies that became Exela as a result of the Business Combination. As of July 12th, 2017 those debt structures were replaced with new debt consisting of \$350 million Term Loan and \$1.0 billion Senior Secured Notes.

Exela Technologies
Schedule 4: Revenue and Expense Reconciliation
Three months ended and Nine months ended September 30, 2017

(\$ in millions)	Q3 2017 ⁽¹⁾			YTD 2017 ⁽¹⁾		
	As Reported	Novitox	Pro Forma	As Reported	Novitox	Pro Forma
Revenue	\$338.4	\$19.8	\$358.2	\$766.0	\$304.0	\$1,070.0
Cost of revenue (exclusive of depreciation and amortization)	255.1	16.0	271.1	539.2	250.8	790.0
Selling, general and administrative expenses (including related party)	128.9	4.4	133.4	204.4	35.1	239.4
Depreciation and amortization	28.1	1.2	29.2	70.8	20.6	91.4
Operating Income (loss)	(73.7	) (1.8	) (75.5	) (48.3	) (2.5	) (50.9
Interest expense, net	37.7	0.6	38.3	91.7	24.9	116.7
Loss / (Gain) on extinguishment of debt	35.5	17.5	53.0	35.5	17.5	53.0
Sundry expense & other income, net	0.6	0.0	0.7	3.0	0.0	3.1
Not loss before income taxes	(147.4	) (20.0	) (167.5	) (178.6	) (45.0	) (223.6
Income tax (benefit) expense	(37.0)	0.0	(37.0)	(32.9)	(6.9)	(39.9)
Not loss	(\$110.4	) (\$20.0	) (\$130.5	) (\$145.6	) (\$38.0	) (\$183.8

(1) Net loss for the period is presented on the basis of the previous debt structure of the respective standalone companies that became Exela as a result of the Business Combination. As of July 12, 2017 those debt structures were replaced with new debt consisting of \$350 million Term Loan and \$1.0 billion Senior Secured Notes.

Contact: Jim Mathias
E: ir@exelatech.com
W: investors.exelatech.com
T: +1 972-821-5808



Source: Exela Technologies, Inc.

Bid Results

Bidder Details

Vendor Name SourceHOV
Address 20500 Belshaw Ave
 Carson, CA 90746
 United States
Respondee Eric Patterson
Respondee Title Dir. of Business Development
Phone 949-510-2871 Ext.
Email eric.patterson@exelatech.com
Vendor Type NONE

Bid Detail

Bid Format Electronic
Submitted January 15, 2019 9:23:23 AM (Pacific)
Delivery Method
Bid Responsive
Bid Status Submitted
Confirmation # 164079
Ranking 0

Respondee Comment

Please let me know if you have any questions or would like a tour of our facility. Thank you!

Buyer Comment

Attachments

File Title	File Name	File Type
PDF	Exela Response to ITB TI 19-024 Citywide Backfile Scanning.pdf	Completed Bid Document (all pages/sections) & any addenda

Line Items

Discount Terms no discount

Type	Item Code	UOM	Qty	Unit Price	Line Total	Discount	Comment
SCANNIG: CATEGORY 1							
1							Documents Scanning Letter and Legal sized Documents up to 11"x17", TIF, 300 dpi includes prepping, quality control and indexing. 0 - 100,000
	Item 001	LOT	1	\$0.1275	\$0.1275	\$0.1275	5 day completion
2							Documents Scanning Letter and Legal sized Documents up to 11"x17", TIF, 300 dpi includes prepping, quality control and indexing. 100,001 - 250,000
	Item 002	LOT	1	\$0.0802	\$0.0802	\$0.0802	9 day completion
3							Documents Scanning Letter and Legal sized Documents up to 11"x17", TIF, 300 dpi includes prepping, quality control and indexing. 250,001 - 500,000
	Item 003	LOT	1	\$0.0585	\$0.0585	\$0.0585	13 day completion

Bid Results

Type	Item Code	UOM	Qty	Unit Price	Line Total	Discount	Comment
4	Documents Scanning Letter and Legal sized Documents up to 11"x17", TIF, 300 dpi includes prepping, quality control and indexing. 500,001 - 1,000,000						
	Item 004	LOT	1	\$0.0437	\$0.0437	\$0.0437	TBD Will work with individual departments on their requirements. Presently doing jobs where we convert in excess of 900K pages each week.
5	Documents Scanning Letter and Legal sized Documents up to 11"x17", TIF, 300 dpi includes prepping, quality control and indexing. 1,000,001 - 1,500,000						
	Item 005	LOT	1	\$0.0407	\$0.0407	\$0.0407	TBD Will work with individual departments on their requirements. Presently doing jobs where we convert in excess of 900K pages each week.
6	Documents Scanning Letter and Legal sized Documents up to 11"x17", TIF, 300 dpi includes prepping, quality control and indexing. 1,500,001 - 2,000,000						
	Item 006	LOT	1	\$0.0406	\$0.0406	\$0.0406	TBD Will work with individual departments on their requirements. Presently doing jobs where we convert in excess of 900K pages each week.
7	Documents Scanning Letter and Legal sized Documents up to 11"x17", TIF, 300 dpi includes prepping, quality control and indexing. 2,000,001 +						
	Item 007	LOT	1	\$0.0346	\$0.0346	\$0.0346	TBD Will work with individual departments on their requirements. Presently doing jobs where we convert in excess of 900K pages each week.
Subtotal					\$0.4258	\$0.4258	
SCANNIG: CATEGORY 2							
8	Document Scanning MAP/Engineering Drawings, TIF, 300 dpi includes prepping, quality control and indexing. 0 - 100,000						
	Item 008	LOT	1	\$0.7377	\$0.7377	\$0.7377	5 Day Completion
9	Document Scanning MAP/Engineering Drawings, TIF, 300 dpi includes prepping, quality control and indexing. 100,001 - 250,000						
	Item 009	LOT	1	\$0.6618	\$0.6618	\$0.6618	9 day Completion
10	Document Scanning MAP/Engineering Drawings, TIF, 300 dpi includes prepping, quality control and indexing. 250,001 - 500,000						
	Item 010	LOT	1	\$0.5303	\$0.5303	\$0.5303	13 day completion
11	Document Scanning MAP/Engineering Drawings, TIF, 300 dpi includes prepping, quality control and indexing. 500,001 - 1,000,000						
	Item 011	LOT	1	\$0.4874	\$0.4874	\$0.4874	TBD Will work with individual department to meet their required timeline

Bid Results

Type	Item Code	UOM	Qty	Unit Price	Line Total	Discount	Comment
12	Document Scanning MAP/Engineering Drawings, TIF, 300 dpi includes prepping, quality control and indexing. 1,000,001 - 1,500,000						
	Item 012	LOT	1	\$0.4834	\$0.4834	\$0.4834	TBD Will work with individual department to meet their required timeline
13	Document Scanning MAP/Engineering Drawings, TIF, 300 dpi includes prepping, quality control and indexing. 1,500,001 - 2,000,000						
	Item 013	LOT	1	\$0.4812	\$0.4812	\$0.4812	TBD Will work with individual department to meet their required timeline
14	Document Scanning MAP/Engineering Drawings, TIF, 300 dpi includes prepping, quality control and indexing. 2,000,001 +						
	Item 014	LOT	1	\$0.4509	\$0.4509	\$0.4509	TBD Will work with individual department to meet their required timeline
Subtotal					\$3.8327	\$3.8327	
SCANNIG: CATEGORY 3							
15	Documents Scanning Microfiche, TIF, 300 dpi includes prepping, quality control, and indexing. 0 - 100,000						
	Item 015	LOT	1	\$0.1210	\$0.1210	\$0.1210	5 day completion
16	Documents Scanning Microfiche, TIF, 300 dpi includes prepping, quality control, and indexing. 100,001 - 250,000						
	Item 016	LOT	1	\$0.0786	\$0.0786	\$0.0786	19 day completion
17	Documents Scanning Microfiche, TIF, 300 dpi includes prepping, quality control, and indexing. 250,001 - 500,000						
	Item 017	LOT	1	\$0.0608	\$0.0608	\$0.0608	23 day completion
18	Documents Scanning Microfiche, TIF, 300 dpi includes prepping, quality control, and indexing. 500,001 - 1,000,000						
	Item 018	LOT	1	\$0.0357	\$0.0357	\$0.0357	TBD Will work with individual department to meet their required timeline
19	Documents Scanning Microfiche, TIF, 300 dpi includes prepping, quality control, and indexing. 1,000,001 - 1,500,000						
	Item 019	LOT	1	\$0.0324	\$0.0324	\$0.0324	TBD Will work with individual department to meet their required timeline
20	Documents Scanning Microfiche, TIF, 300 dpi includes prepping, quality control, and indexing. 1,500,001 - 2,000,000						
	Item 020	LOT	1	\$0.0310	\$0.0310	\$0.0310	TBD Will work with individual department to meet their required timeline
21	Documents Scanning Microfiche, TIF, 300 dpi includes prepping, quality control, and indexing. 2,000,001 +						
	Item 021	LOT	1	\$0.0232	\$0.0232	\$0.0232	TBD Will work with individual department to meet their required timeline
Subtotal					\$0.3827	\$0.3827	
SCANNIG: CATEGORY 4							

Bid Results

Type	Item Code	UOM	Qty	Unit Price	Line Total	Discount	Comment
22	Documents Scanning Microfilm, TIF, 300 dpi includes prepping, quality control, and indexing. 0 - 100,000						
	Item 022	LOT	1	\$0.1071	\$0.1071	\$0.1071	10 Day completion
23	Documents Scanning Microfilm, TIF, 300 dpi includes prepping, quality control, and indexing. 100,001 - 250,000						
	Item 023	LOT	1	\$0.0608	\$0.0608	\$0.0608	17 day completion
24	Documents Scanning Microfilm, TIF, 300 dpi includes prepping, quality control, and indexing. 250,001 - 500,000						
	Item 024	LOT	1	\$0.0386	\$0.0386	\$0.0386	25 day completion
25	Documents Scanning Microfilm, TIF, 300 dpi includes prepping, quality control, and indexing. 500,001 - 1,000,000						
	Item 025	LOT	1	\$0.0324	\$0.0324	\$0.0324	TBD Will work with individual department to meet their required timeline
26	Documents Scanning Microfilm, TIF, 300 dpi includes prepping, quality control, and indexing. 1,000,001 - 1,500,000						
	Item 026	LOT	1	\$0.0256	\$0.0256	\$0.0256	TBD Will work with individual department to meet their required timeline
27	Documents Scanning Microfilm, TIF, 300 dpi includes prepping, quality control, and indexing. 1,500,001 - 2,000,000						
	Item 027	LOT	1	\$0.0247	\$0.0247	\$0.0247	TBD Will work with individual department to meet their required timeline
28	Documents Scanning Microfilm, TIF, 300 dpi includes prepping, quality control, and indexing. 2,000,001 +						
	Item 028	LOT	1	\$0.0252	\$0.0252	\$0.0252	TBD Will work with individual department to meet their required timeline
				Subtotal	\$0.3144	\$0.3144	
	DESTRUCTION OF DOCUMENTS						
29	Destruction of documents after scanning and reviews of scanned images by the City is complete. Per Standard Box 15x12x10						
	Item 029	Per Box	1	\$0.5714	\$0.5714	\$0.5714	
30	Destruction of documents after scanning and reviews of scanned images by the City is complete. Per Banker Box 12x10x15						
	Item 030	Per Box	1	\$0.5714	\$0.5714	\$0.5714	
31	Non-paper: Shred Charge for non-paper items (i.e., disks, microfiche, video tapes, CDs, etc.) Per Standard Box 15x12x10						
	Item 031	Per Box	1	\$0.5714	\$0.5714	\$0.5714	
				Subtotal	\$1.7142	\$1.7142	
				Total	\$6.6698	\$6.6698	

Alex Padilla
California Secretary of State

Business Search - Entity Detail

The California Business Search is updated daily and reflects work processed through Wednesday, April 17, 2019. Please refer to document **Processing Times** for the received dates of filings currently being processed. The data provided is not a complete or certified record of an entity. Not all images are available online.

C2261957 SOURCECORP BPS INC.

Registration Date:	08/31/2000
Jurisdiction:	DELAWARE
Entity Type:	FOREIGN STOCK
Status:	ACTIVE
Agent for Service of Process:	<u>CORPORATION SERVICE COMPANY WHICH WILL DO BUSINESS IN CALIFORNIA AS CSC - LAWYERS INCORPORATING SERVICE (C1592199)</u>

To find the most current California registered Corporate Agent for Service of Process address and authorized employee(s) information, click the link above and then select the most current 1505 Certificate.

Entity Address:	2701 EAST GRAUWYLER ROAD IRVING TX 75061
Entity Mailing Address:	2701 EAST GRAUWYLER ROAD IRVING TX 75061

A Statement of Information is due EVERY year beginning five months before and through the end of August.

Document Type	↕ File Date	↓ PDF
SI-COMPLETE	07/25/2018	
SI-COMPLETE	06/29/2017	
AMENDED REGISTRATION	12/18/2003	
REGISTRATION	08/31/2000	

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